

## APbattery Limited Warranty Terms & Conditions

Australia, New Zealand

The APbattery Energy Storage Batteries supplied by APsystems (the "Product") are eligible to this APbattery Limited Warranty Terms & Conditions ("Limited Warranty") and APsystems warrants to the User as follows:

### 1. Warranty period

#### 1.1. Warranty Start Date

The warranty start date ("Warranty Start Date") is beginning on the earlier of (i) the date the Product is registered in APsystems EMA portal or (ii) three (3) months after the date of original purchase of the Product from APsystems.

#### 1.2. Limited Product Warranty

APsystems warrants that the Product will be free from defects in materials or workmanship for ten (10) years from Warranty Start Date, subject to the exclusions and limitations set out below.

#### 1.3. Limited Performance Warranty

APsystems warrants that the Product will (i) retain seventy percent (70%) of its Usable Energy for ten (10) years from the Warranty Start Date; or (ii) reach the Minimum Throughput Energy, which is calculated from the earlier of the installation date or 6 months after the battery system production date, whichever comes first, on the condition that the Product is operated under a normal use followed by the manual provided by APsystems.

Model No.	Designed Energy (kWh)	Usable Energy (kWh)	Minimum Through Output Energy (MWh)
APbattery-51.2V/10.24kWh	10.24	9.21	28.73

Remark:

<sup>1</sup> 90% DoD. Usable Energy (kWh) is measured by following the testing conditions and methods in Appendix 1.

<sup>2</sup> In 10 years, the total yield energy is calculated based on Usable Energy, and the number is calculated based on condition @ T=25°C, 0.5C/0.5C charging and discharging, roughly 1 cycle per day.

### 2. Preconditions for warranty

2.1 The defect of the Product shall occur within the Product warranty period as determined above.

2.2 Any Product failure, fault or warning which had led to that the system did not work or worked abnormally, and the relative information must be reported in the form of Warranty Claim stated in Clause 9 below to APsystems (stated in Clause 7 below) within 2 weeks from appearance of such Product failure, fault or warning.

2.3 Product shall be installed by skilled personnel recognized and certified by APsystems or Partner certified by APsystems.

2.4 Installer shall correctly operate and use the Product according to User Manual and Installation Guidance, otherwise the Product is not covered by the Warranty.

2.5 User shall provide proof of the original purchase of the Product by presenting the sellers invoice to the End User to APsystems.

2.6 Users need to complete product installation within 3 months after purchasing the product.

2.7 The charging temperature of the product must NOT exceed  $-5^{\circ}\text{C}$ - $50^{\circ}\text{C}$ , and the discharging temperature of the product must NOT exceed  $-20^{\circ}\text{C}$ - $50^{\circ}\text{C}$ , and shall not be exposed in an installed area to direct sunlight. The Product installation location must be ventilated in accordance with the requirements of the User Manual and Installation Guide.

2.8 This Warranty covers a capacity equivalent to 1 full cycle per day. The Product is not suitable for supplying power for life-sustaining medical devices and automotive application.

2.9 The Product shall be default compatible with inverters under the APsystems brand. If you intend to use inverters of other brands, please check with APsystems in advance to ensure compatibility.

### **3. Replacement or Repair**

3.1 If the User intends to file a warranty claim, the User shall contact the local distributor from whom the User purchased the battery system or the installer who installed the battery for the User. If the User is unable to obtain service from them or is not satisfied with their service, the User may escalate their service request to APsystems. Please note that to provide friendly and timely service, APsystems is cooperating with numerous distributors and installers worldwide. As such, the User shall treat them as the default service channels and use these channels to file the warranty claim. APsystems will support and audit its service channels to ensure that it provides quality service to its customers.

3.2 In the event of any Product covered by this Warranty and confirmed by APsystems to be defective or non-conforming, APsystems can replace or repair the defective or non-conforming Product at its sole option and own discretion, and Product may be replaced by a refurbished APsystems battery of the same type rather than being repaired at APsystems sole option and own discretion. Refurbished parts may be used to repair the APsystems battery. Any maintenance or replacement shall not be deemed as extension or recalculation of the warranty period.

3.3 APsystems will be responsible for the approved documented repair or replacement costs in connection with such non-conforming or defective Product. APsystems shall become the owner of replaced battery or Products in exchange for the simultaneous transfer of ownership of the replacement battery or Product.

3.4 Provided that APsystems has discontinued the manufacture of the Product in issue at the time in the related warranty claim which has been confirmed by APsystems, APsystems shall, at its sole option, replace it with a different type of Product if technically feasible and reasonable.

3.5 Replacement of battery, components or Products may not be brand new but with quality and specification compliant with the Product specifications if APsystems choose to replace.

#### **4. Exclusions of Warranty**

4.1 Warranty period specified above has already expired.

4.2 Normal wear and tear in the appearance of the Product (including but not limited to any scratches, stains, mechanical wear, rust or mould) which does not impair its function.

4.3 Product damage and defect caused by End Users improper use , misuse, abuse, which is non-conforming with User Manual.

4.4 Misuse, abuse, neglect or accident during storage, transportation, handling, installation, application and service.

4.5 Unauthorized wiring and use with faulty or incompatible devices.

4.6 Product arbitrarily modified or its function changed without permission by APsystems.

4.7 Any changes to the installation are not done in accordance with the Installation Guidance.

4.8 Product damage caused by maintenance and other services conducted by personnel unauthorized by APsystems.

4.9 End User fails to provide correct product serial number or product serial number is undecipherable or has been modified without permission by APsystems.

4.10 External factors, including but not limited to abnormal physical or electrical stresses (such as power surges, inrush current, lightning, flooding, fire, accidental breakage, etc.).

4.11 Product damage caused by external force, force majeure (unforeseeable, unavoidable, and insurmountable objective events, including but not limited to natural disasters, war, strikes, riots, terrorism, government interventions, shortages of labor or materials, and other events beyond APsystems' control) or other third party.

4.12 The defect cannot be remedied under the prevailing technical conditions at the time of sale to the End User.

4.13 Defects of Product arise due to renewal of the national or regional laws or regulations.

4.14 Product damage caused by End User deliberately or by willful act.

4.15 Product failure is not reported to APsystems within 2 weeks from appearance.

4.16 Purchase and installation of the Product in a country other than Australia, New Zealand.

## 5. Out of Warranty

As for the service for the Products out of warranty, APsystems can provide certain after-sales service to User upon the written request addressed to APsystems Authorized Service Partner, and all the costs and expenses which include but not limited to the materials, parts or labor costs, shall be borne by User. In case that User gives written notice to request the service out of warranty, User shall provide detailed description of defects so that APsystems Authorized Service Partner is able to detect whether such defect can be cured or not.

Transportation costs to APsystems and its authorized agents or distributors are not covered under this LIMITED WARRANTY.

## 6. LIMITATION OF APsystems' LIABILITY

6.1 For defects in the battery system, this limited warranty constitutes the end user's sole and exclusive remedy against APsystems, as well as APsystems' sole and exclusive liability in this regard. Further, this limited warranty supersedes all other warranties and liabilities of APsystems—whether oral, written, (non-mandatory) statutory, contractual, tortious, or otherwise—including, without limitation, any implied conditions, warranties, or other terms relating to satisfactory quality or fitness for a particular purpose, to the extent permitted by applicable law. However, this limited warranty shall in no way exclude or limit any of your legal (statutory) rights under the relevant national laws.

6.2 To the extent permitted by applicable law, APsystems shall not be liable for any loss, damage, or corruption of data; loss of profits; loss of use of the battery system or its functionality; loss of business; loss of contracts; loss of revenue; loss of anticipated savings; increased costs or expenses; or any indirect, consequential, special, or punitive loss or damage. Additionally, to the extent permitted by applicable law, APsystems' liability shall be limited to the purchase price of the battery system. The aforementioned limitations shall not apply in the event of APsystems' gross negligence or intentional misconduct, or in cases of death or personal injury arising from APsystems' proven negligence.

6.3 This limited warranty represents APsystems' basic warranty commitment to end users. In certain countries or regions, end users may also obtain an additional warranty commitment (which shall be at least equivalent to this manufacturer's warranty) offered by APsystems' local distributors; should any claims arise in connection with such additional warranty, please address them to the relevant local distributor. Please note that this APsystems Limited Warranty statement may not be the latest version; therefore, please confirm its validity with APsystems prior to signing this warranty document.

## 7. Warranty Claim

Warranty claim shall be reported to APsystems in below format:

1	Product Type		
2	Serial Number of APbattery		
3	Installation Date		
4	Invoice Number		
5	Date of receipt of the Product		
6	Warranty Period		
7	Defect description of the Claimed Product		
8	Date of discovery of the defect in the Claimed Product		

## 8. Dispute Resolution

8.1 In case of any dispute arising from warranty claims, APsystems and the User shall, upon mutual consent, entrust a first-class international testing institute to provide Third-Party verification and professional opinions. All fees and expenses incurred shall be borne by the party that requests such verification process, unless otherwise agreed in writing.

8.2 The local courts of the country where APsystems' authorized entity is registered shall have non-exclusive jurisdiction for further disputes about a warranty claim arising from this Warranty.

8.3 This Warranty shall be governed and construed in accordance with the laws of the country where APsystems' authorized entity is registered.

## Appendix 1

1. Discharge the battery with constant current until the battery reaches the end of discharge voltage or battery self-protection automatically.
2. Lay aside the battery for 10 minutes.
3. Charge the battery with constant current and constant charge voltage until the battery self- protection automatically.
4. Lay aside the battery for 10 minutes.
5. Discharge the battery with constant current until reach end of discharge voltage or battery self- protection automatically. Calculate discharged capacity. Monitor current timely. (If it's constant current.)
6. Calculate formula: Current Capacity = Discharge time × Constant current value.
7. Charge the battery with constant current and constant charge voltage until the battery's self- protection

automatically turns off.

Test value list:

Product Type	End of Discharge Voltage (V)	Constant Charge Voltage(V)	Constant Current (A)
APbattery-51.2V/10.24kWh	46	58	120

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