

# Consumer Warranty

## Residential Energy Storage System

### 1. Consumer Laws

If you acquire the Product from an Authorized Reseller in Territory and the Consumer Law applies, the Product comes with guarantees that cannot be excluded under Territory laws.

The benefits provided by this Warranty are in addition to all other rights and remedies in respect of the Product which you have under the Consumer Law or any other law that cannot be excluded.

### 2. Product Warranty

Seller warrants that the Product will remain free of defects caused by improper workmanship or defective materials.

1. This warranty commences from the earlier of the date of installation of the Product or Six (6) months after the date the Product was manufactured;

The warranty applies to:

AF5000W-LP, AF5000W-LX, AF10000W-LX, AF15000W-LX, AF20000W-LX, AF25000W-LX,  
AF30000W-LX, AF5000W-LY, AF10000W-LY, AF15000W-LY, AF20000W-LY, F25000W-LY,  
AF30000W-LY;

AF5000W-HM, AF10000W-HT, AF15000W-HT, AF20000W-HT, AF25000W-HT, AF30000W-HT,  
AF35000W-HT, AF40000W-HT;

AF4600W-HU, AF9000W-HU, AF13000W-HU, AF18000W-HU, AF23000W-HU.

2. The Seller provides Ten (10) years of warranty or guarantees 6,000 cycles (0.5C charging/discharging rate under room temperature of 25°C) for cells, whichever occurs earlier. The Seller warrants and represents that the Product.

Retains at least 65% of Nominal Energy at the end of warranty term. Furthermore, the Seller provides Five (5) years of unconditional warranty for all components other than battery cells.

3. Product is unable to protect itself from deep discharge/charge without access to internet connection. The Warranty Period for Product used without access to internet connection is Three (3) years.

This warranty does not include any accessories and tool kit items provided with the Product.

This warranty only covers the repair or replace of a defective Product. Seller will repair or replace the Product if the Product is defective and returned during the Warranty Period. The repaired or replaced product will continue the original remaining warranty period. In either case it shall not justify as a renewal of the Warranty Period.

### **3. Warranty Conditions**

The warranties in respect of the Product only apply if the Product:

- 1) is purchased from Seller or an Authorized Reseller in the Territory;
- 2) has the official serial number;
- 3) is installed in the battery modules in the Territory;
- 4) is installed, commissioned and maintained in accordance with the User Manual by a certified installer. Claims for failures due to incorrect installation or commissioning are not covered under this Warranty;
- 5) is used within the operating temperature of 0~50°C. The Product shall not be exposed to or stored in a temperature higher than 50°C, and shall be free of direct sunlight and keep away from rain water;
- 6) be used on a daily cycle basis and only for home PV energy storage.

(Warranty Conditions)

The warranties do not apply if the defect in or failure of the Product's performance is attributable to your misuse, abuse, accident or non-observance of the Product.

### **4. Claim**

Claims can be made to the Authorized Reseller from whom the Product was purchased or from Seller directly. You must, within 48 hours of a defect being discovered, notify Seller of a claim.

If you have not registered the Product, please fill in the Warranty Card and send the copy via email to Seller or mail it to the Authorized Reseller from whom the Product was purchased. In order to claim under this Warranty, you must:

- 1) Present the certificate of warranty declaration in its original form;
  - 2) Submit the invoice for the procurement of the Product indicating the date of delivery;
- and;
- 3) Provide the Seller log data recorded by the Product as an indication of whether or not the Minimum Capacity has been achieved (but this would not be determinative)

Seller may contact you for further information regarding a defect. Seller may require you to complete root analysis testing of the Product to provide evidence supporting the claim. Final verification of the claim will be made by Seller.

If you dispute Seller's verification of the claim, the Product must be evaluated by a government certified testing lab or a certified 3rd testing company. You will bear the cost of any 3rd party evaluation service charge (unless your claim is proven to be valid, in which case Seller will be responsible for the testing cost).

If any testing of the Product's capacity is required, the testing must occur in the following conditions:

- a) The ambient temperature of the Product must be  $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$ ;
- b) The initial temperature of the battery pods must be  $25^{\circ}\text{C} \pm 1^{\circ}\text{C}$ ;
- c) The Product must discharge at constant current (10A) from initial 100% charging capacity.

If the Product is no longer available, Seller may, at its own discretion, replace the Product with a refurbished product or different product or parts with equivalent functions and performance according to the latest technical information available.

## **5. Exclusions of Warranty**

To the extent permitted by law, Seller excludes all liability for the Product to the extent that any damage or defect has been caused or contributed to by the following:

- 1) Inverter failure;

To the extent permitted by law, Seller excludes all liability for the Product to the extent that any damage or defect has been caused or contributed to by the following:

- 2) The Product being installed with inverters which have not been certified by
- 3) You treat the Product improperly, negligently or in any other inappropriate way, including using the Product outside the recommended ambient temperature Seller; condition in accordance with the User Manual;
- 4) Abuse, misuse, negligence, accidents or force majeure events;
- 5) Storage, installation, commissioning, modification or repair of the Product that has been performed by a person other than Seller or a Seller's certified
- 6) Transportation, including but not limited by dropping, trampling, deforming, impacting, or spearing with a sharp item; installer;
- 7) Extreme climate events or other environmental impacts, including but not limited to lightning, flood, fire, extreme cold weather, contamination from extraneous sources

(e.g., dust, smoke, salt, chemicals and other impurities), water ingress or other events outside the reasonable control of Seller;

8) Any attempt to modify the Product without written confirmation from Seller, whether by physical means, programming or others;

9) Removal and reinstallation at another place from the original installation without the written confirmation from Seller;

10) The Product has been connected with different type of battery modules;

11) Failure to install, operate or maintain the product in accordance with the User Manual;

12) Normal wear and tear or deterioration, or superficial defects, dents or marks that impact the performance of the Product; and;

13) Accidental damage, theft or vandalism, or use of the Product for a purpose or in environmental conditions for which the Product was not designed or sold, or use of the Product outside the specified or normal operating ranges for such products.

## **6. General Provisions**

This warranty is subject to the law of the Territory

If any provision in this document is unenforceable, illegal or void or makes this document or any part of it unenforceable, illegal or void, then that provision is severed and the rest of this document remains in force.

specific policies in different Territories.

If any provision in this document is unenforceable, illegal or void in one jurisdiction but not in another jurisdiction or makes this document or any part of it unenforceable, illegal or void in one jurisdiction but not in another jurisdiction, then that provision is severed only in respect of the operation of this document in the jurisdiction where it is unenforceable, illegal or void.

Any dispute arising from or in connection with this Warranty shall be settled through negotiation. In case no settlement is reached by parties, the dispute shall be submitted to the court at the place where the Product was manufactured.

## **7. Definitions**

In this document:

- 1) **Authorized Reseller** means an approved Seller's retailer or distributor in the Territory;
- 2) **Minimum Capacity** means at least 65% of the Nominal Energy during the Warranty Period;
- 3) **Nominal Energy** means the initially rated capacity of the Product as printed on the label of

the Product;

- 4) **Product means** residential energy storage systems manufactured by Seller;
- 5) **User Manual** means the instructions and manuals issued by Seller with the Product that set out how the Product should be installed and operated;
- 6) **Territory** means where the Product was purchased;
- 7) **You** means the natural person that acquired the Product;

**Note:** Warranty period and extension: please consult Seller or authorized distributors

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

## 8. Contact

Manufacturer contact	Importer contact
<p>Afore New Energy Technology (Shanghai) Co., Ltd. Email: <a href="mailto:info@aforeenergy.com">info@aforeenergy.com</a> Address: Building7, No.333 Wan fang Rd, Minhang District, shanghai, China. 201112 TEL: +86-21-54326236 Web: <a href="http://www.aforeenergy.com">www.aforeenergy.com</a></p>	<p>AFORE AUSTRALIA NEW ENERGY PTY LTD E-mail: <a href="mailto:info@aforeenergy.com.au">info@aforeenergy.com.au</a> Address: 7 Moore Street Clontarf NSW 2093 Australia TEL: +61 0493 350 217 Web: <a href="http://www.aforeenergy.com.au">www.aforeenergy.com.au</a></p>