XES Energy Storage Battery Limited Warranty Terms & Conditions

Applicable Country:Australia, New Zealand

Applicable product types:XESHES-U-48V13.5kWh-A, XESHES-U-48V13.5kWh-A-H Energy Storage Battery

The XESHES-U-48V13.5kWh-A, XESHES-U-48V13.5kWh-A-H Energy Storage Battery (the"Product") supplied by Xinyi Power Source(Suzhou) Co.,Ltd (hereinafter referred to as "XES") are eligible to this XES Energy storage Battery Limited Warranty Terms & Conditions (“Limited Warranty”) and warrants to the User as follows:

1. Warranty period

1.1. Warranty Start Date

The warranty start date (“Warranty Start Date”) is starting from the installation date of the original buyer, if the customer is unable to provide adequate documentation, the warranty start date shall be beginning on the three (3) months after the date of original purchase of the Product from XES.

1.2. Limited Product Warranty

XES 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

a) XES warrants that the Product will (i) retain sixty percent (60%) of its Usable Energy for ten (10) years from the Warranty Start Date; or (ii) reach the Throughput Energy, whichever comes first, on the condition that the Product is operated under a normal use followed by the manual provided by XES.

b) The Throughput Energy means the total output energy of the Product recorded in the control module of the Product.

c) The Nominal Energy and Throughput Energy for the Product are set out in the table below:

1.4 Battery capacity performance warranty

Product Type	Nominal Energy(kWh)[1]	Throughput Energy(MWh)
XESHES-U-48V13.5kWh-A, XESHES-U-48V13.5kWh-A-H	13.5	46.4

Remark: Capacity measurement condition is defined in Appendix 1.

[1] Measured in accordance with the standard test conditions (“STC”) of measuring Capacity referred to in Appendix 1

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 XES (stated in Clause 9 below) within 2 weeks from appearance of such Product failure, fault or warning.

2.3 Product shall be installed by skilled personnel recognized[2] and certified by XES or Partner certified by XES.

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 the proof of the original purchase of the Product by presenting the sellers invoice to the End User to XES.

2.6 Users need to complete product installation within 1 month after purchasing the product.

2.7 Operating Temperature

The Product shall be operated within the specified temperature range:

Batteries without a heating film(XESHES-U-48V13.5kWh-A): Charging: 0℃~40℃、Discharging: -20℃~40℃;

Batteries with a heating film(XESHES-U-48V13.5kWh-A-H): Charging: -20℃~40℃、Discharging: -20℃~40℃.

Storage & Environment

The Product shall not be stored or operated in ambient temperatures above 40°C.

To prevent overheating, avoid direct sunlight at the installation site and ensure adequate ventilation in accordance with the User Manual and Installation Guidance.

2.8 This Warranty covers a capacity equivalent to 1 full cycle[3] per day. The Product is not suitable for supplying power for life-sustaining medical devices and automotive application.

2.9 The product needs to be fully charged to more than 75% capacity and turned off for storage when not in use for a long time. It needs to be charged and maintained every three months.

[2] Skilled personnel recognized is a trained and qualified electrician or installer defined in installation guidance.

[3] Full cycle: Discharge the usable capacity of a fully charged battery and fully charge it afterwards. Micro cycles sum up to full cycles according to amount of energy charged and discharge.

3. Replacement or Repair

3.1 In the event of any Product covered by this Warranty and confirmed by XES to be defective or non-conforming, XES 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 XES battery of the same type rather than being repaired at XES sole option and own discretion. Refurbished parts may be used to repair the XES battery.

Any maintenance or replacement shall not be deemed as extension or recalculation of the warranty period.

3.2 XES will be responsible for the approved documented repair or replacement costs in connection with such non-conforming or defective Product. XES shall become the owner of replaced battery or Products in exchange for the simultaneous transfer of ownership of the replacement battery or Product.
3.3 Provided that XES has discontinued the manufacture of the Product in issue at the time in the related warranty claim which has been confirmed by XES, XES shall, at its sole option, replace it with a different type of Product if technically feasible and reasonable.

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

4. Exclusions of Warranty

4.1 Warranty period specified above has already expired .

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

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

4.4 Unauthorized wiring and use with faulty or incompatible devices.

4.5 Product arbitrarily modified or its function changed without permission by XES.

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

4.7 Product damage caused by maintenance and other services conducted by personnel unauthorized by XES.

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

4.9 External influences including unusual physical or electrical stress (power failure surges, inrush current, lightning, flood, fire, accidental breakage, etc.)

4.10 Product damage caused by external force, force majeure (causes of natural disasters such as unforeseeable, unavoidable and insurmountable objective events, including but not limited to war, strike, riot, terrorism or other activities intervened by government, unavailability of suitable and sufficient labor or materials and other events which are out of control of XES) or other third party.

4.11 The defect cannot be overcome under the technology condition when the Product has been sold to End User.

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

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

4.14 Product failure is not reported to XES within 2 weeks from appearance.
4.15 Purchase and installation of the Product in a country other than Australia/New Zealand.

4.16 To 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.

5. Non-Applicability of Warranty Claim

In case a warranty claim is reported which shows not to be valid, the costs incurred by XES due to this non-applicability of warranty claim shall be covered by User unless this non-applicability was not visible for User according to given circumstances and User has evidence to prove warranty claim.

6. Applicable Law

The product warranty is subject to the laws of the country where the product is originally purchased (Australia/New Zealand). 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.
If any provision of this Warranty shall be declared void or unenforceable by any court and administrative body of competent jurisdiction, such provision shall be deemed to be amended to achieve as nearly as possible the same economic effect as the original provisions of this Warranty and the amended provisions and other provisions of this Warranty shall continue in full force and effect.

7. Warranty Restriction

Unless otherwise specified herein, to the extent permitted by applicable law, the Warranty Letter and above remedies shall be exclusive and replace all other guarantees and remedies, oral or in writing, expressed or implied. To the extent permitted by applicable law, XES expressly rejects any and all legal or implied warranty, including but not limited to warranties of merchantability, fitness for a particular purpose and hidden or potential defects. If XES cannot abandon implied warranty as prescribed by applicable law or the guarantee specified by applicable laws, all of such guarantees and warranties shall limit to implied warranty as prescribed by applicable law or the scope within applicable laws and shall be under mandatory application according to applicable law. No distributor, agent or staff of XES and or XES Authorized Service Partner is authorized to make any revision, extension or addition to the quality warranty. The legality and enforce ability of remaining clauses herein shall not be affected or damaged if any of clauses herein is adjudged to be illegal or unenforceable.
Unless otherwise specified herein, to the maximum range permitted by applicable law, XES will not be liable for any direct, indirect, special, accidental or derivative losses caused by the purchase or use of Products and its system, including but not limited to the loss of use, loss in income, actual or expected loss in revenue (including contract revenue losses), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, personal injury or damage loss, or the indirect or derivative loss or damage (including any expense arising from the replacement of

equipment and property, resumption of production, etc.) caused by any reasons.

XES'S LIABILITY FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY USER TO XES FOR SUCH PRODUCT GIVING RISE TO THE LIABILITY. EXCEPTED FROM THIS IS LIABILITY ON THE GROUNDS OF CULPABLE INJURY TO LIFE, PHYSICAL INJURY OR INJURY TO HEALTH AND THE MANDATORY LIABILITY FROM INTENT OR GROSS NEGLIGENCE.

8. Out of Warranty

As for the service for the Products out of warranty, XES can provide certain after sales service to User upon the written request addressed to XES 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 XES Authorized Service Partner is able to detect whether such defect can be cured or not. For the avoidance of doubt, in no event will XES be liable for the service out of warranty, and this Clause 8 will not constitute the promise of XES to provide such service out of warranty.
Transportation cost to XES or XES's authorized agent or distributor are not covered under this LIMITED WARRANTY.

9. Warranty Claim

Warranty claim shall be reported to XES in below format:

1	Product Type		
2	Serial Number of APstorage Battery		
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 Claimed Product		

10. Dispute Resolution

In case of any dispute in terms of warranty-claims, a first-class international testing institute shall be entrusted by XES and User upon mutual consents in order to provide third party verification and comments. All fees and expenses shall be borne by the party that has demanded such verification procedure, unless otherwise agreed.

The local courts of Australia/New Zealand shall have non-exclusive jurisdiction for further disputes about a warranty claim arising from this Warranty.

This Warranty shall be governed and construed in accordance with the laws of the Common wealth of the country where the product is originally purchased (Australia/New Zealand), excluding the United Nations Convention on Contracts for the International Sale of Goods.

Appendix 1

Capacity measurement condition:

Ambient temperature: 25 °C ± 5 °C

Current and voltage measurement at battery DC side

Charge/Discharge method:

Ⅰ. Discharge the battery with Constant current until the battery reach Discharge Cut-off Voltage or battery self-protection automatically.

Ⅱ. Lay aside the battery for 60mins.

Ⅲ. Charge the battery with Constant current and Constant charge voltage until reach the Cut off current or battery self-protection automatically.

Ⅳ. Lay aside the battery for 60mins.

Ⅴ. 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.)

Ⅵ. Calculation formula is: Current Capacity = Discharge time × Constant current value.

Ⅶ. Charge the battery with Constant current and Constant charge voltage until reach the Cut off current or battery self-protection automatically.

Test value list:

Product Type	Discharge Cut-off Voltage(V)	Constant Charge Voltage(V)	Constant Current(A)	Cut-off Current(A)
XESHES-U-48V13.5kWh-A, XESHES-U-48V13.5kWh-A-H	40.5	48	140	140

11.Importer information

Importer: KIWIGREEN ENERGY PTY LTD

Address: 5 Annesley Court, Mount Waverley, VIC 3149

Contact: +61468988798

Email:info@kiwigreenenergy.com

Website:https://www.kiwigreenenergy.com/

12.Exporter information

Exporter: Xinyi Power Source(Suzhou) Co.,Ltd.

Address: No.99 Huarun Road,Jingfeng Town,Zhangjiagang,Suzhou,P.R. China

Contact: 86-15178572556

Email: cherryhuang@xinyies.com

Website: www.xinyies.com