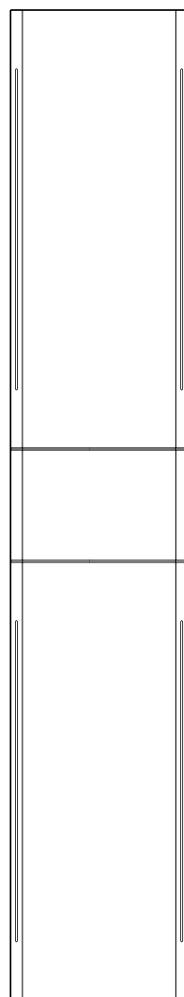


Energizer®

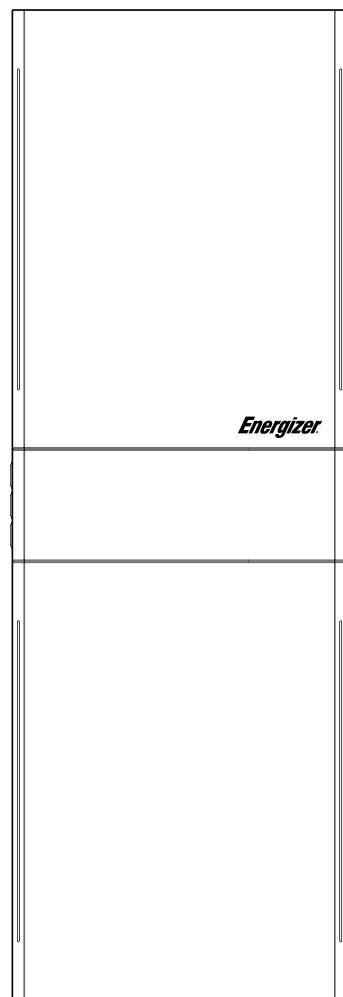
HOMEPOWER

Energizer Homepower HP-6 Series

Limited Warranty (Australia & New Zealand)



HP-6S



HP-6M

Energizer Homepower HP-6 Series – Limited Warranty (Australia & New Zealand)

Date of Effect – Aug 28th, 2020

This limited manufacturer's Warranty applies to the residential application of the *Energizer* Homepower HP-6 Series distributed by Entel Holdings ANZ Pty Ltd, ("Entel"), and applies to the below mentioned products.

The *Energizer* Homepower HP-6 Series products are:

| Product | Description | Serial Number |
|----------|---|----------------|
| HP-6M | Pre-intergrated Battery Energy Storage System (includes 3.6 kW AC coupled Inverter, Battery Module and BMS) | A1AU001010000 |
| HP-6M/1S | | |
| HP-6M/2S | | |
| HP-6M/3S | | |
| HP-6M | Additional Battery Storage only (includes battery module and BMS) | B1AU0010020000 |

Table 1. *Energizer* Homepower HP-6 Series Products

Warranty Terms

If you are a consumer and have purchased any of the above-mentioned products, Entel shall provide this Warranty consisting of a "Battery Performance Warranty" and a "Product Warranty", in addition to your rights under consumer laws in your jurisdiction. Please note the Limited Warranty is subject to certain limitations and exclusions, that are described in detail below.

1. Product Warranty

We warrant that your *Energizer* Homepower HP-6 Series products will be free from defects for a period of 10 years following the earlier of (a) three months from the battery's date of manufacture or (b) the initial installation date at its original location.

2. Battery Performance Warranty

1. System operating in automatic mode, where excess energy from solar is stored in batteries and discharged towards house loads and loads connected to back-up.

| Product | Energy Retention | Operation Limitation |
|---------------------------------|---|---|
| Normal operation ¹ | Retain 80% of usable capacity ² after 10 years of date of initial installation | 10,000 Cycles |
| Other applications ³ | Retain 80% of usable capacity ² after 10 years of date of initial installation | Total Energy Dispatch of 3 MWh per kWh ⁴ |

Table 2. Battery Performance

2. Usable capacity at the time of installation is 95% of Rated Energy, as stated on the Product Datasheet.
3. Any other applications other than "normal operation".
4. Normal operation and other applications combined operation limitation equals 10,000 cycles.

If there is a subsequent increase in the overall system capacity by adding one or more Sub Units (HP-6S) at a later date ["Subsequent Product"], we warrant that the subsequent product shall retain its usable capacity as described in the table aforementioned. Please note this Limited Warranty is subject to several important limitations and exclusions, in addition to meeting certain conditions which are set out in the following pages.

3. Eligibility

- Products must be purchased from Entel, or an *Energizer* Homepower authorised reseller in Australia or New Zealand.
- Product failure should have occurred within the Warranty period as described in Section 1 (Product Warranty).
- Product must include a Serial Number in the format referenced in Table 1.
- Product must be installed, wired, and commissioned by an *Energizer* certified installer (CEC accredited) in Australia or New Zealand.
- Product owner (or end user) must be able to present proof of ownership.
- If product ownership has been transferred, then subsequent owners must acquire proof of ownership from the original owner.
- Product owner (or end user) must have operated and/or used the product strictly as per the product owner's manual.
- Third-party or external inverter/battery pack(s) must not have been installed with the product and the system configuration must comply with the product specifications.
- Proof may be required of correct commissioning of the product (such as certificate of compliance). Claims for failures due to incorrect installation or commissioning are not covered under this Warranty.
- A commissioning report signed by the end user and the installer for product commissioning and handling instructions shall be sent to Entel.

4. What is Offered?

If your product fails to comply with the above Warranty Entel will, in its sole discretion, either repair your product, replace it with an equivalent product, or compensate you with the market price of an equivalent product at the time of the Warranty claim. Any product that is presented for repair may be replaced with an equivalent refurbished product instead of being repaired. If your product is repaired or replaced under this Warranty, then the repaired or replaced product will benefit from the remainder of the original Warranty period, subject to any rights that you may have under local laws and regulations in your country or region. However, if Entel has discontinued the production of the product due to technological advancements, Entel will replace the product with a different type of product of at least same value or similar functions, although the replacement product may be a different size, shape, colour, and/or capacity. Because of technical advancements, it is possible that replacement parts or components may not be compatible with the original components already installed. Any costs relating to the incompatibility of systems is not covered by this Warranty.

5. What is Excluded?

This Limited Warranty will not apply to defects or reduction in energy capacity arising from any of the following circumstances, each of which may result in the Warranty being voided.

- The product(s) are damaged by end user's improper usage, storage, or operation, that does not conform with instructions in the product owner's manual.
- Handling, installation (including removal and/or reinstallation), wiring, or commissioning of the product other than in accordance with instructions in the installation manual.
- Operation, use, or maintenance of the product without following instructions in the product owner's manual or without reasonable care (including failure to maintain or clean the product in accordance with recommendations in the product owner's manual).

- Any attempt at modifying the product, whether physically or by means of software programming without the express consent of Entel.
- Removal and relocation of your product to a different location, without the written consent of Entel or your *Energizer Homepower* authorised reseller.
- Product abuse, misuse, or negligence.
- Transportation, storage, installation, commissioning, wiring, modification, or repair performed by anyone other than Entel or an *Energizer Homepower* certified installer.
- As a result of changes which occur in the condition or operational performance of the product for climate or other environmental influence, foreign material contamination (e.g. smoke, salt and chemicals, etc.), water entry, exposure to excessive heat or solvents, or because of use of the product with insufficient ventilation (in particular the maximum temperatures according to the product owner's manual), exposure to strong vibrations, or damage due to exposure to a strong magnetic field.
- Unusual physical or electrical damage caused by force majeure events, including but not limited to lightning, earthquakes, cyclones, floods, fires, or other events outside the control of Entel.
- Exposure to generalised corrosion, normal wear, and tear (or deterioration), biological infestations, noise, or vibration that is not excessive, or any other defects that do not have an impact on the system performance or degrade its functions.
- Faulty electrical components attached to other equipment (such as solar systems, HVAC systems, third-party electrical meters) not supplied by Entel.
- Any damage that may occur after the expiration or voiding of the Warranty period.
- Use of *Energizer Homepower* products as a primary or backup power source for life-support systems, other medical equipment, or any other use where product failure could lead to injury to persons or loss of life or catastrophic property damage.
- Due to accidental damage, theft, or vandalism, or use of the product for a purpose other than normal applications 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.
- If the defect occurs during shipping or transportation after the product is sold to an *Energizer Homepower* authorised reseller.
- If product failure is not reported to Entel or *Energizer Homepower* authorised reseller within 2 weeks of appearance and damage caused by continued use of the product following the knowledge of a defect.
- As a result of repairs, alterations, or modifications to the product which have been performed by a third party not authorized by Entel.

In addition, Entel requires the ability to monitor your product and carry out over-the-air (remote) firmware upgrades via the *Energizer Homepower* Cloud. To avail the full 10-year Warranty, the end user must register their product and have a reliable internet connection. By doing so, you consent to Entel conducting these upgrades without further notice to you. Please bear in mind these upgrades may interrupt the operation of your product for a short period. If your product is not registered or connected to the internet (*Energizer Homepower* Cloud) for an extended period of time, Entel or *Energizer Homepower* authorised resellers may contact you with a resolution. If we are unable to establish a contact or ensure the system remains connected, we may reduce your Warranty period to four years, following the date of the product installation for the first time, subject to the exclusions and limitations set out in the Warranty.

6. Warranty Waivers

Entel does not authorise the modification or waiver of any part of this Warranty by any person or entity. Entel, in its sole discretion, may occasionally offer to pay for some or all of the cost of certain repairs that may not be covered by this Warranty, on a case-by-case basis. Entel reserves the right to do so at any time without incurring any obligation to offer a similar payment to other product owners.

7. Limitation of Liability

Unless otherwise specified, to the maximum extent permissible by law, Entel will not be liable for any direct, indirect, special, accidental, or derivative losses caused by the purchase or use of the product and its system, including but not limited to actual or expected loss in revenue, loss in income, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, personal injury, or the indirect or derivative loss of damage, regardless of whether Entel has been informed of, or otherwise might have anticipated, the possibility of such losses. To the maximum extent permissible by law, Entel's liability arising out of a claim under this Warranty from any cause whatsoever shall in no event exceed the product purchase price paid by the end user to Entel, for such a product giving rise to the liability. Exceptions to this liability will only be on the grounds of culpable injury to life, physical injury, or injury to health and the mandatory liability from intent or gross negligence.

8. Applicable Law

The Limited Warranty applies in addition to guarantees provided under the Australian Consumer Law (ACL). 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.

The Limited Warranty is provided in addition to, and does not exclude, restrict, or limit any rights a customer has under the Consumer Guarantees Act 1993 and the Fair-Trading Act 1986 (The "New Zealand Consumer Law"). If the product is acquired for the purposes of a business, then the consumer guarantees act 1993 shall not apply. Your rights under New Zealand Consumer Law may also apply to any repaired or replacement product.

9. RMA Process

In order to make a claim under this Warranty, please contact the *Energizer* Homepower authorised resellers that sold you the product, and provide them with (a) original proof of purchase and any subsequent transfers of ownership, (b) relevant product Serial Number and installation date, and (c) a description of the alleged product defects. If you are unable to contact the *Energizer* Homepower authorised resellers, or if you purchased your product directly from Entel, you must contact us using the email address or telephone numbers listed below, raise a service request with Entel, and obtain a Return Merchandise Authorisation (RMA) number. Products must not be returned to Entel without a suitable RMA Number.

Website: energizerhomepower.com

Email: support@energizerhomepower.com

Address:

Entel Holdings ANZ Pty. Ltd.
Level 1, 12 Risley Street,
Richmond VIC 3121
AUSTRALIA
+61 (03) 9110 1001