

WARRANTY CONDITIONS

For the Kodak BL3.6

Subject to the terms and conditions detailed below, we provide a voluntary product warranty (the **Warranty**) to end users of the Kodak BL3.6 (the **Products**) which are supplied by us:

This warranty only applies to new product.

This Warranty is non-transferable except where the Products are installed in a building, this Warranty will then transfer to any subsequent purchaser of that building or of the Products so long as the Products remain installed.

This Warranty only applies where the Products have been installed by a properly certified and licensed installer by Blue Mountain Energy LTD. in South Africa.

General Terms

We warrant that we will repair or replace (at our option) a Product or any part thereof, if such product is faulty or defective in manufacture or materials for a period of 5 years or 10 years battery life cycles warranty for Kodak BL3.6 from the date of purchase.

We will consider replacing Products with identical products. However, due to technological advancements, that product may not be available. In these cases, we will supply another type of product of at least the same value and standard, although the replacement product may be a different size, shape, color and/or capacity. Due to technical advances, it is possible that replacement parts or components may not be compatible with the other components already installed. Any costs relating to the incompatibility of systems is not covered by this Warranty.

If the products are replaced within the warranty period, the remaining warranty period will be automatically transferred to the replacement products. In this event, you will not receive a new certificate.

This Warranty only covers repair or replacement of the defective product. It does not cover:

- Any costs incurred by the end-user or the installer in normal or scheduled maintenance of the Product.
- Any other costs such as transportation, travelling and accommodation cost of personnel etc.
- Subject to any law to the contrary, any damage to property, personal injury, direct or indirect loss, any consequential losses or other expenses arising from breach of this Warranty.

Battery Performance Guarantee

Upon the granting of the Warranty, we guarantee as follows:

Under normal circumstances, for systems operate under self-consumption mode, we provide 10-year warranty from the earlier of the date the battery storage system is installed at the end user's property or the date after the Product being sold.

For other applications, the warranty can expire earlier if a total energy of 1.37MWh per Kodak BL3.6 usable capacity has been dispatched from the battery.

Conditions

This Warranty is subject to the following conditions:

- The Products must have been installed and correctly commissioned by an authorized and licensed installer. 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.
- Where a Product or part thereof is replaced or repaired under this Warranty, the balance of the original Warranty period will apply. The replacement product or part(s) do not carry a new voluntary warranty.
- The Product must have its original serial number and rating labels intact and readable.
- This Warranty does not extend to any Products that have been completely or partially disassembled or modified, except where such disassembly is carried out by Blue Mountain Energy LTD.
- The terms of this Warranty cannot be amended except in writing by one of our authorized officers.
- This Warranty only applies to Products purchased by an end-user from us directly or a reseller where the Products have been sold to the reseller by us directly.
- Any warranty claim under this Warranty must meet the requirements set out below in the “How to Make a Warranty Claim” section
- There must have been a commissioning report signed by the end-user and the installer for product commissioning and handling instructions.

Exclusions

This warranty will not apply to a defect or fault to the extent to which one or more of these conditions arises:

- Due to storage, handling, installation (or removal and/or re installation) or commissioning of the Product otherwise than in accordance with instructions provided by us, applicable safety regulations or without reasonable care including installation of a Product which is of an inappropriate size or type for the intended purpose.
- Due to operation, use or maintenance of the Product otherwise than in accordance with instructions provided by us or without reasonable care (including failure to maintain/ clean the Product in accordance with recommendations in instruction/ operation manuals).
- Due to accidental damage, theft or vandalism, or use of the Product for a purpose or in environmental conditions for which the Products were not designed for or sold or use of the Products outside the specified or normal operating ranges for such Products.
- As a result of changes which occur in the condition or operational performance of the Product due to climate or other environmental influence, foreign material contamination (e.g. dirt, smoke, salt, chemicals and other impurities), 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 operating manual), exposure to strong vibrations, exposure to a strong magnetic field or damage as result of Force Majeure event;
- From normal wear and tear or when replacement or repair of parts would be part of normal maintenance or service of the Product or where the damage is only to surface coating, varnish or enamel.
- As a result of repairs, alterations or modifications to the Product which have been performed by a third party not authorized by us.
- From the use of any spare parts not manufactured, sold or approved by us in connection with the repair or replacement of Product; or as a result of the interconnection of the Product with products of another

manufacturer; or as a result of any other defective or malfunctioning parts in the system into which the Product has been installed.

- Where the nameplate or serial number of the Product is modified, altered or not readable.
- If damage has occurred during transportation; or other damages not affecting energy generation, and which are of a visual nature (e.g., surface scratching).

This Warranty does not apply to damage caused by continued use of the Product after it is known, or would have been known with regular servicing, it is defective.

Customer's assistance in returning the faulty unit

Following the receipt of the replacement unit, the customer must return the allegedly faulty unit in the same packaging material as the replacement unit. Blue Mountain Energy LTD. will supply all labels, documentation and freight details for the return of the allegedly faulty unit. All allegedly faulty units must be returned within 10 working days of the receipt of the replacement unit. A qualified installer must be available for the unit exchange and re-commissioning. The replacement unit will be covered by the original warranty terms of the faulty unit for the remaining warranty period of the faulty unit.

Distributor Responsibility

In the event of an equipment failure or fault, it is the Distributor responsibility to work directly with a Blue Mountain Energy Service Center in order to limit the return of non-faulty equipment. The Blue Mountain Energy Service Center will work with the Distributor to rectify the fault or fault message through telephone support or with direct PC links. Note: In order to qualify for further compensation and a replacement unit, the distributor/installer must first contact Blue Mountain Energy and fulfill the distributor/installer's responsibilities under Section "how to make a claim"

Wrong Deliveries and Transit Damage

Wrong deliveries, incorrect or damaged packing and transit damage claims are not warranty claims. Such cases should be referred to Customer Service on Blue Mountain Energy LTD.

How to Make a Warranty Claim

If a Product fails within the Warranty period, the end-user must stop using the Product or the system in which the Product is installed as the case may be by isolating the Product from any energy source, make a claim as soon as possible and follow all instructions provided by us, or our representative or agents. Otherwise, we will not be responsible for any further damage to the Product.

When contacting us by email, please have the following information to hand:

- Your name, address, postcode and a telephone number where you can be contacted
- The model designation and serial number of the Product (you can find both on then Product)
- Proof of purchase with date and address of the vendor
- Installation date and installation address
- Signed commissioning report or protocol
- Contact details of the installer
- A complete and detailed list of observed faults and other information which could help

Costs of Submitting a Warranty Claim

For invalid claims under this Warranty, we will not be liable for the end-user's costs in making the warranty claim, including transport or return freight.

In respect of valid claims under this Warranty, the end-user will not be charged for reasonable costs associated with the making of a warranty claim, including warranty processing costs, the cost of replacement parts or freight. Reimbursement for necessary and reasonably incurred costs or expenses in making valid warranty claims under this Warranty may be claimed from us. Documentary evidence in support of such claim will be required.

Deadlines for Submitting Warranty Claims

We aim to rectify genuine quality problems as a priority. This is generally achieved by investigating why defective products have failed and by introducing immediate corrective action measures to prevent re-occurring of the warranty failures. It is therefore critical that all claims under this Warranty are promptly submitted to us as soon as the Product fails, and in any event, within three months of knowledge of the matter of event giving rise to the claim. No consideration will be given to claims under this Warranty which are made after this period.

Service after the Standard warranty period

For devices which are out of standard warranty or subject to any exception of warranty within the warranty period, Blue Mountain Energy may charge an on-site service fee, parts, labor cost and logistic fee to the customer or end-user which can be including but not limited to any/some of: On-site service fee: travel and labor cost of technician in attending on-site

- Cost of materials: cost of parts exchanged (including transportation and management costs)
- Labor cost: Labor time fee charged for the technician, repairing, maintaining, installing (hardware or software) and debugging the faulty device.
- Logistic fee: Cost of delivery and other derived expenses when defective device is sent from customer/user to Blue Mountain Energy and repaired device are sent from Blue Mountain Energy to customer/user.
- Upon expiration of the free warranty period, both parties may enter into a separate service agreement on the repair service of the relevant device.

Product Liability and Product Safety

We should be informed immediately about any potential product safety concerns within and outside the warranty period. We are well aware of our product liability and product safety obligations and responsibilities. It is our aim to ensure appropriate product safety standards are met in order to avoid injury, loss and damage caused by defects in any Product.

Miscellaneous

This Warranty shall form part of the purchase contract in respect of the Product between us and the end-user and shall be complied with by both parties.

Contact Details

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