

Commercial Warranty – Terms and Conditions

1. Definitions

“System” refers to the collective group of components that make up the Battery Energy Storage Solution (BESS) regardless of GivEnergy being the Manufacturer or Supplier of the components.

“Client” refers to the purchaser who may or may not be the Owner or Installer of the system. The terms and conditions of sale relate to the relationship between the Client and GivEnergy.

“Installer” refers to the GivEnergy approved person(s) or Company that manage the installation of the system. It is the responsibility of the Installer to ensure that all products are installed correctly as directed by the respective installation manuals.

“Owner” refers to the End User and Owner of the system.

“Location” refers to the installation location of the system at the time of commissioning.

“Supplier” means GivEnergy Commercial Ltd (company registration number 2290629760) of Osprey House, Brymbo Road, Lymedale Business Park, Newcastle, Staffordshire, England, ST5 9HX. GivEnergy warrants that your product is A. Of acceptable quality and B. does not have any latent defects.

“Commissioning” is the process of a GivEnergy engineer checking, testing, programming and approving the installation of a system at the point of completion or following an alteration.

“AOC” Approved Operation and Control refers to the specific way that the System is controlled and the purpose(s) that it is approved to be used for.

“Warranty Card” Contains the details of items covered under this Warranty, the term of Warranty of each item and specific details of the System including Owner, Location and AOC. The Warranty Card is specific to each system, any deviation in Owner, Location or AOC without prior written communication to GivEnergy will deem the Warranty void.

“Documentation” means the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable or electronic forms in relation to the GivEnergy Products.

“Force Majeure Event” means any circumstance not within a party's reasonable control including:

- i) acts of God, flood, drought, earthquake or other natural disaster;
- ii) epidemic or pandemic;
- iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- iv) nuclear, chemical or biological contamination or sonic boom;
- v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quote or prohibition, or failing to grant a necessary licence or consent;
- vi) collapse of buildings, fire, explosion, accident or cold weather;
- vii) dropped equipment;
- viii) any labour or trade dispute, strikes, industrial action or lockouts and interruption or failure of utility service or electrical surge.

“Warranty Start Date” is;

- i) where the GivEnergy Product is installed by an approved installer, the date on which the commissioning of the relevant GivEnergy product is completed by the approved installer; or
- ii) where the GivEnergy Product is commissioned by a GivEnergy Engineer, the date of commissioning.

“Terms and Conditions” means the Supplier's Consumer Terms.

2. Limitation of Warranty Scope

Suppliers liability under this Warranty shall be limited to replacement or repair using either new or refurbished goods at its discretion (refer also section below: “7. About Service Products and Parts”). Any replacement parts / products will be subject to the remainder of the original Warranty Period.

The warranty only applies if the Consumer has accepted and complied with the terms of the End User Licence Agreement with GivEnergy Software Limited.

The Supplier shall be under no liability in respect of any defect in the GivEnergy Products arising from any drawing, design or specification supplied by the Customer.

3. Warranty Transferability

The warranty is transferrable to subsequent Owners by providing proof purchase, proof of ownership and on the condition the product remains at the original installation Location. Subsequent Owners (for the purpose of this warranty) also require agreement to GivEnergy terms and conditions. Transferring the warranty also requires the new Owner to ensure that the product has continued access to constant monitoring, as per the original sales terms and conditions.

Given prior written approval by GivEnergy it may also be possible to move the System to a different Location, any movement of the System must always be approved and will require re-commissioning by a GivEnergy engineer. GivEnergy cannot take responsibility for any transportation damage or de/re-commissioning costs, in order to comply with transportation regulations batteries must be transported in their original or equivalent packaging.

The new owner ensures that;

- i) The GivEnergy Product has continued and constant internet connectivity for monitoring and software upgrade purposes i.e.

internet connectivity for a minimum of 90% of the time since initial installation.

- ii) If the GivEnergy Products are not connected to the internet and/or software updates are not performed, the Supplier does not warrant that the GivEnergy Products will be free from faults or defects.
- iii) No alterations or dismantlement of the GivEnergy Product are made after re-commissioning.

4. Warranty Exclusions

The above warranty is given by the Supplier subject to the following conditions:

This section identifies what is excluded from the Limited Warranty. In general, within this Warranty, we disclaim any liability for failures unrelated to defective design, workmanship and materials that includes (but not limited to) failures, damages or claims caused by;

- Transportation damage
- Normal/fair wear and tear
- Any consequential or indirect loss, costs or damages which you suffer or incur
- Deliberate or negligent damage, or damage caused by failing to follow operating instructions
- Failure to comply with the Suppliers installation and operations manual or observe maintenance instructions
- Damage caused by connection to the wrong voltage, power outages, electrical power surges or improper supply voltage
- Damage caused by water, vermin or insects
- Improper storage of the product, if delivered prior to installation
- The product is removed or transferred from the original installation location without the written consent
- Incorrect installation or commissioning
- Insufficient ventilation of the inverter (refer manual)
- Failure to observe relevant and applicable safety regulations
- Wiring, repair, alteration, disassembly, modification or replacement by someone other than Supplier approved personnel
- External impacts including but not limited to:
 - o Insufficient ventilation
 - o Power failure surges, inrush current, (e.g lightning or grid faults)
 - o Force majeure
 - o Vandalism, theft, fire or accidental breakage
 - o Damage caused by vermin or insects
 - o Use of an incompatible or unauthorised source of energy supply, rectifier or PCS
- Factory settings that have been modified during the Warranty Period i.e. factory settings are NOT to be modified
- Use of incompatible third party hardware.
- Abnormal working conditions
- Failure to properly maintain the GivEnergy Products
- To support medical or any other life support equipment. The Supplier, to the extent permitted by law, will not accept any liability arising from the use of GivEnergy Products for such unintended use;
- The Customer ceases to use the GivEnergy Product immediately on becoming aware of any defect in the GivEnergy Product
- The Customer has complied with the terms of this warranty document in full.

5. Battery Performance Guarantee

All batteries are also supplied with a Performance Warranty, this is valid for the less of either (i) “10 Years” from the initial (first) installation date by an approved installer (the “5”Term of Performance Warranty”) or (ii) a capped discharge limit on the usable capacity of 10MWh (BTT) per 1KWh or 10,000:1 on a ratio of battery capacity. Any replacement parts / products will be subject to the remainder of the original Warranty Period as set out in section 8.

We guarantee that each battery pack retain 70% use of its capacity for the less of either (i) 10000:1 throughput - (which is equivalent to 5000 full cycles) at 80% DOD - OR (ii) a period of 10 years from initial installation date, 70% retention assumes the system is using its originally installed inverter (PCS) at a maximum charge/discharge rate or 0.8C.

6. Internet connectivity

In order to provide the full coverage of the Warranty Period, the Supplier requires the system to be fully commissioned through GivEnergy Software Limited's portal or app in line with the Supplier's installations processes. The Supplier also requires the ability to perform remote firmware updates and system health checks. If the system is offline for more than 10% of time from the date of installation, the warranty may revert to a 12-month standard warranty from the date of commission.

7. Out of warranty

We are committed to supporting our customers and all products purchased from us. In cases where damage to the product is not caused by us, we will provide services and/or product replacement with all costs borne by the customer. Costs may include, but are not limited to, labour, materials, storage, transportation, disposal, duties & taxes and any associated costs. We will provide a cost estimate to the customer and will require signed authorisation to proceed. Some costs may require payment prior to work commencing.

8. About Service Products and Parts

Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair goods. Refurbished parts which are of equivalent condition than the defective part is guaranteed by the Supplier. In the event products or replacement parts are not available in the market anymore, or otherwise, the supplier at its discretion, may replace with an alternative product with equivalent functions and performance.

The GivEnergy Product is to be serviced by the Supplier or its authorised representative only;

9. None GivEnergy Products

None GivEnergy products as defined on the Warranty Card will each have their own Warranty information supplied as part of the handover pack. If any Warranty claims arise during or after the warranted period GivEnergy will endeavour to support the Client, Installer or Owner with such claim as far as is reasonably possible. The Supplier shall not be liable for any indirect, consequential, or incidental damages (financial or otherwise) arising out of the use or inability to use GivEnergy Products.

The above warranty does not extend to parts, materials or equipment not manufactured by the Supplier, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Supplier.

10. Warranty Claim

Prior to making a claim, the owner should confirm (where possible) that the product is performing below its warranted performance. Following this, to make a claim, the customer should contact the supplier as soon as a problem is detected and confirmed. Acting immediately will aim to minimise risk and losses and to avoid any further potential damage. The supplier will (where possible) remotely access and monitor the system to determine if the system is performing abnormally and below its warranted performance in an attempt to rectify any issues remotely. Once submitted, any warranty claim that does not require a call out fee will not attract a fee to the claimant.

For any systems which do not have remote monitoring available (e.g. system is no longer connected to the customers' network), the technician may need to attend the site to review. A call-out service fee will apply as per the supplier's standard call-out fees.

As at the publishing and distribution date of this Warranty document, the maximum reimbursement for a call-out fee (excluding parts) is as follows: charge of £250. These rates may change at any time in the future without prior notification to the buyer.

The service call-out fee will be payable upfront by the system owner. In the event the fault is repairable under this Warranty, the customer can claim reimbursement of the call-out fee. The customer will be automatically entitled to a reimbursement of the call-out fee if the Warranty Claim is fully successful and will be refundable within the period of repair or within a reasonable and practical time frame.

11. Claim Processing Policy

For all claims processing, a Claim Form must be completed with attached Proof of Purchase documentation. If Proof of Purchase Documentation is not available, then contact with the supplier is required for alternative verification – such as confirmation via the manufacturers monitoring portal.

On receipt of the Warranty Claim Form, we will access your system to determine its performance and ascertain any abnormal activity whilst assisting with instructions to rectify any faults.

All claims require a claim form for processing. Consumers having difficulties submitting this claim form should contact their supplier for assistance. We will respond to the claim form within two business days of its receipt.

The Client shall;

- i) Notify the supplier of any claim under this Warranty within 30 days of the Delivery Date or where the defect or failure was not apparent on reasonably inspection within 30 days after discovery of the defect or failure.
- ii) Give the Supplier a reasonable opportunity to examine the GivEnergy Products.

12. Applicable Law

You are entitled to a replacement or refund for a major failure. 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 benefits to the consumer given by the warranty are in addition to any other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates. This Warranty only applies to customers who have acquired the products for their own use, maintain internet connectivity and have no third party controls unless clearly described on the Warranty Card.

Notwithstanding any other provision in the Terms and Conditions, and to the fullest extent permitted by law, this Warranty shall not apply and the Customer shall not have the benefit of this Warranty, unless and until the Customer has paid in full all amounts owing to the Supplier. The warranty will be transferred from the system owner to the client once payment for the products have been paid in full.