

# BATTERY WARRANTY

## Blue Mountain Energy Ltd

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**L1 Battery Storage products are manufactured under licence by Blue Mountain Energy Ltd. (The Company) provides the following Warranty to the purchaser (The Customer) of the Battery Storage products (The Goods).**

**(The Customer is deemed to be the owner of the installed Goods at sale).**

- 1. Warranty Terms** The Company warrants all Goods to be free from defects in material or workmanship under normal use and service for a period of 7 years from the date of sale to the Customer. If you acquire the Product from an Authorised Reseller in Africa and the Consumer Law applies, the Product comes with guarantees that cannot be excluded under the Africa Consumer Law. You are entitled to a replacement 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.
  
- 2. Warranty Limitations** The Warranty is valid only for Goods purchased either directly from the Company or from an authorized reseller of the company. The Warranty is not transferable and applies to brand new Goods only. Defective parts replaced under Warranty become the property of the Company. The warranty is only honoured when the batteries being used are approved for use by The Company. (please check for latest battery compatibility list before installation) **The Warranty does not cover:**
  - (a) Access, labour or transport costs; (b) Consequential damages including but not limited to loss of revenue; (c) Claims by third parties other than the Customer;
  - (d) Defects of installation. (Except where the installation is performed by the Company);
  - (e) Goods damaged as a consequence of incorrect installation. (Except where the installation is performed by the Company);
  - (f) Items ancillary to installation not supplied by the Company;
  - (g) Duties, import/export fees or costs and other general administrative costs;
  - (h) Damage to Goods caused by misuse, improper handling or unauthorized modification;
  - (i) Loss or damage occurring whilst in transit;

- . (j) Accidental or wilful damage; abuse, misuse, negligence, accidents or force majeure events, including but not limited to lightning, flood, fire, extreme cold weather, or other events outside the reasonable control of Pylontech;
- . (k) Any attempt to extend or reduce the life of the product without written confirmation from Pylontech, whether by physical means, programming or others;
- . (l) Removal or reinstallation at another place from the original installation without the written confirmation from the company;
- . (m) Damage caused by water, conductive dust or corrosive gas;
- . (n) The Product has been connected with different type battery modules;
- . (o) Normal wear and tear or deterioration, or superficial defects, dents or marks that impact the performance of the Product;
- . (p) Theft or vandalism of the Product or any of its components.
- . (q) Any Goods described in a quotation or delivery note as 'ex-display' or 'reconditioned'. (A separate Warranty extension may have been issued to cover such Goods.)

Labour, travel and delivery (to and from customer) will be charged if goods returned found to be not faulty following a warranty claim.

#### **4. Warranty Claims Procedure**

To make a warranty claim the following information needs to be provided:

- Completed RTM Inspection Form
- Product Model (i.e. KODAK Solar Battery Storage) and Product Serial Number (ie. 36101010101)
- Copy of the invoice for the inverter
- Provide the system 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), Specifically;
  1. The ambient temperature of the Product must be  $25^{\circ}\text{C}\pm 2^{\circ}\text{C}$
  2. The initial temperature of the battery pods must be  $25^{\circ}\text{C}\pm 1^{\circ}\text{C}$

3. Power shall be discharged by the Product at 10A as measured at the 54V DC link from an initial 100% charge capacity.

- Copy of the installation report and MCS installation certificate The authorised reseller will liaise with the Company regarding repair or replacement. The cost of unit repair or provision of replacement unit will be borne by the Company provided the Warranty has been validated and the Warranty period has not expired. Where repairs must be effected at the Company's headquarters, the Company will endeavour to minimize the down time for the Goods. All rights reserved by Blue Mountain Energy Ltd. This information is subject to changes without notice.

**5. Warranty Limitations** - This warranty is subject to the law of the Africa. 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.

If any provision in this document is unenforceable, illegal or void in 1 jurisdiction but not in another jurisdiction or makes this document or any part of it unenforceable, illegal or void in 1 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.

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