

## Soltaro LIMITED FACTORY WARRANTY

### AIO2-BTLV Series \*

#### Soltaro 5kWh/10kWh Battery Storage System

### AIO2-INS Series\*

#### Soltaro 3kW/3.68kW/4.6kW/5KW Inverter

Aside from specific definitions used throughout the text, the following capitalized terms shall mean:

**"End User"**: the private user on whose premises the Product is installed.

**"Accredited Installer"** a company that is licensed by Soltaro to install the Products in the Territory.

**"Product(s)"**: the Battery and Inverter systems covered by this warranty.

**"Product Defect"**: a manufacturing defect in the Product caused by materials or workmanship that causes the Product to fail the performance criteria stated by Soltaro in the Product Booklet provided with the Product or made available electronically.

**"Product Booklet"**: the official information on the Product provided by Soltaro in the box or made available electronically that sets out the performance criteria of the Product and warranty conditions.

**"Retailer"**: the Soltaro licensed company in the Territory that sold the Product to the End User.

**"Distributor"**: the Soltaro licensed company in the Territory that sold the Product to the Retailer

**"Soltaro"**: Soltaro Pty. Ltd., a company existing under the laws of Australia, with its registered office at Level 9, 440 Collins St Melbourne VIC 3000, Australia.

**"Territory"**: the countries in set out in the geographical scope under Clause 7 to which this Limited Factory License is limited.

**"Warranty"**: each limited factory warranty provided by Soltaro as set out herein.

### 1. Limited Battery Product Warranty:

Soltaro warrants its AIO2-BTLV storage battery (the "Battery") to be free from Product Defects for a period of five (5) years or five thousand (5,000) cycles, whichever occurs first, starting from the Warranty Start Date.

If a Battery malfunctions or becomes inoperative due to a Product Defect during the period of this warranty, Soltaro will, at its sole option, either:

- a) repair or replace the module in problem, or
- b) refund the then-remaining capacity value of the same type Battery.

The repair, replacement, or refund remedies shall be the sole and exclusive remedies for the Battery. Any deterioration in appearance of the Battery (including any scratches, stains, mechanical wear, rust, or mould), or any other changes to the batteries which occur after delivery to the customer, do not constitute a Product Defects under this Warranty unless it materially impairs the Product's storage performance as warranted pursuant to Clause 2. A claim in the event of steel case breakage arises only to the extent that there was no external cause to the breakage. This "Limited Product Warranty" does not warrant a specific power output, which shall be exclusively covered under Clause 2.

### 2. Limited Battery Performance Warranty:

Soltaro warrants and represents that the Battery retains at least 85% of Nominal Energy (2KWH/4.5KWH/5KWH/10KWH) for 5 years after the Warranty Start Date and at least 70% of Nominal Energy (2KWH/ 4.5KWH/ 5KWH/10KWH) for 10 years after installation under proper conditions of the use after the Warranty Start Date. The term "Nominal Energy" herein means the initially rated capacity of the Battery as printed on the label of the Battery. The precondition of the valid Performance Warranty shall be as follows:

I. The Battery shall maintain >85% of its initial rated capacity until the earliest to occur of:

- a) The lithium-ion battery cells in the Product having reached (20.5MWH-5KWH Module/ 41MWH-10KWH Module) of the aggregate discharge throughput (at the battery DC output); or
- b) 5 years having expired from the original installation date.

II. The Battery shall maintain >70% of its initial rated capacity until the earliest to occur of:

- a) The lithium-ion battery cells in the Product having reached (37.5MWH- 5KWH/ 75MWH-10KWH) of the aggregate discharge throughput (at the battery DC output); or
- b) 10 years having expired from the original installation date.

During measurement of the Battery's capacity,

- (i) the ambient temperature of the Battery shall not below 0°C or exceed 40°C; and
- (ii) power shall be discharged by the Battery at 0.5C of nominal power, as measured at the 48V DC link, with 90% depth of discharge.

If the performance of the Batteries tested by the third party which is appointed or accepted by Soltaro under standard test conditions does

not meet the above rated capacity levels within the specified warranty period, and proves that the power loss is caused by Soltaro exclusively, then upon accepting and confirming the proof from customer, Soltaro will, at its sole option make up such loss in power by either:

- a) providing additional batteries to the customer; or
- b) refunding the then remaining capacity price equivalent to the additional batteries.

The remedies set forth in this Clause 2 are the sole and exclusive performance remedies provided on the Battery and it does not cover Product Defects, which shall be exclusively covered under Clause 1.

### **3. Limited Inverter Product Warranty:**

The Soltaro provides a further Warranty on Product Defects of the following Products for 5 years:

- Soltaro hybrid inverter: AIO2-INS-3000, AIO2-INS-3680, AIO2-INS-4600, AIO2-INS-5000;
- (each an "Inverter")

The Warranty covers the costs incurred for repairs and/or replacement parts of each Inverter during the defined warranty period as part of, and in accordance with, the conditions stipulated herein from the date the warranty period begins.

If an Inverter malfunctions or becomes inoperative due to a Product Defect during the period of this warranty, Soltaro will, at its sole option, either:

- a) repair or replace the malfunctioning Inverter, or
- b) refund proportional to the then-remaining warranty life of the malfunctioning Inverter.

The repair, replacement, or refund remedies shall be the sole and exclusive remedies provided for the Inverter. Any deterioration in appearance of the Inverter (including any scratches, stains, mechanical wear, rust, or mould), or any other changes to the Inverter which occur after delivery to the customer, do not constitute a Product Defect under this Warranty unless it materially impairs the Product's function. If Soltaro elects to repair or replace the Product, Soltaro may, at its option, use new and/or reconditioned parts or products of original or improved design.

### **4. Off-grid Usage**

Usage of any Product in a location, configuration or set-up that results in it not being consistently connected to the power grid shall be considered "Off-grid Usage". Usage in these circumstances results in a greater wear & tear of the Products, especially for usage in remote, very hot or cold conditions. Furthermore, specific configurations are needed to accommodate the lack of a connection to the power grid. It is mandatory to use at least 10KWH of storage in most Off-grid Usage household systems. Further requirements may apply depending on the circumstances and power needs. The End User needs to discuss the specifics of the Off-grid Usage with the Retailer. Soltaro can provide general guidance, but not specific advice for the Off-grid Usage of the Products.

Any Off-grid Usage excludes the free warranty extension provided under Clause 12.

### **5. Continued Warranty**

If Soltaro repairs or replaces a Product, the Warranty continues on the repaired or replacement Product for the remainder of the original warranty period or 90 days from the date of receipt of Soltaro's return shipment of the repaired or replacement product, whichever is later. The continuing Warranty covers a replacement unit, but does not include labour costs related to (1) un-installing the Product or (2) if applicable, re-installing a repaired or replacement Product.

### **6. Parts Only Warranty**

Unless specifically agreed to by Soltaro, no replacement will be provided for the entire Product. In each case, only the defective parts are replaced and the original Product is sent back. Soltaro is not liable for damages caused to the exterior of the Product caused by installation, transport or handling.

### **7. Licensed Installation Required**

Each Product needs to be installed by a Accredited Installer in accordance with the Soltaro installation guidelines (the "Installation Guidelines"). Any damages to a Product that is not installed by a Accredited Installer shall be deemed to be caused by the incorrect installation, subject to credible evidence provided by the End User that shows that the damages are indeed caused by a Product Defect.

## 8. Geographic Scope of Application:

The Warranty applies only to Products installed in certain countries where we have approved our Products for installation, including:

- European Countries: UK, the Republic of Ireland, Italy, France, Germany, the Netherlands, Switzerland, and Spain;
- Australia and New Zealand.

## 9. Warranty Start Date:

The "Warranty Start Date" is the date on which the Product is installed at the End User (the "Original Installation Date"). If the Original Installation Date is 6 months or longer after the import date of the Product, then the Distributor or the Retailer if the products in the Territory shall be liable for any Product Defects caused thereby.

## 10. Non-Independent Warranties:

The End User has the right to pursue claims under each of the Limited Factory Warranties set for the above; provided, however, that claims arising under multiple limited warranties from a single incident, then if Soltaro provides any solution as set forth above to such incident, Soltaro shall be deemed to have resolved all applicable warranty claims arising from such incident.

## 11. Free Warranty Extension (certain Products)

End Users of Product on which Soltaro provides the option of a free extended Warranty, as noted in the Product Booklet, that has purchased a Product from a Retailer in the territory and has been installed by an Accredited Installer, excluding Off-grid Usage of such Products, will be entitled to a free extension of the:

- a) Battery Warranty set out in Clause 1 for a further term of five (5) years or five thousand (5,000) cycles, whichever occurs earlier, starting on the date on which the initial warranty expires; and
- b) Inverter Warranty set out in Clause 3 for a further term of five (5) years, starting on the date on which the initial warranty expires. (the "Extended Warranty").

The Warranty Holder may claim the Extended Warranty at any time within three (3) months of the Original Installation Date by registering the Product and its serial number:

- on the Product Registration Link at <https://soltaro.com/product-registration>; AND
- on the Soltaro Monitoring Portal.

Exclusions on the Extended Warranty:

- The Warranty Holder will not be entitled to an extension of the Warranty in respect of any Product registered more than three (3) months from the Original Installation Date. The Extended Warranty will only apply to the specific Product identified by its serial number.
- The Extended Warranty will become void and unenforceable by the End User if, at any time after installation of the Product, the End User has not been connected to the Soltaro Monitoring Portal for more than 30 days.

During the Extended Warranty, Soltaro will only be liable for supplying a suitable replacement or repaired Product. Furthermore, during the Extended Warranty, the End User will be solely liable to pay the costs of removing any defective Product and installing its replacement and the costs of transporting the defective Product to Soltaro and transporting the replacement to the end-user site.

## 12. Warranty Exclusions:

The Warranty (including any Extended Warranty) does not cover damages that occur due to:

- Connection of the Products to any other electrical appliances either directly or indirectly, unless this connection is specifically approved by Soltaro;
- Any downtime of the Product for whatever reason, including due to a Product Defect;
- Products that have been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally;
- Products that have been improperly installed, operated, handled or used, including use under conditions for which the Product was not designed, use in an unsuitable environment, or use in a manner contrary to the User Manual or applicable laws or regulations;
- Products that have been subjected to fire, water, generalized corrosion, biological infestations, acts of nature, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the Products specifications, including high input voltage from generators or lightning strikes;
- Products that have been subjected to incidental or consequential damage caused by defects of other components of the system;
- Products where the original identification markings (including trademark or serial number) of such Products have been defaced, altered, or removed;

- Products for which the Trip Point with either pre-loaded or pre-set functions has been altered, and such alteration of the Trip Point causes the Product to malfunction, fail, or fail to optimally perform;
- The Warranty does not cover cosmetic, technical or design defects, or shortcomings which do not materially influence or affect energy production or degrade form, fit, or function of the Products;
- The Warranty does not cover costs related to the removal, installation or troubleshooting of the owner's electrical systems; and
- The Warranty does not extend beyond the original cost of the Products.

Soltaro may reject the claim if it has not been fully paid for the Product or under its supply/sale contract with the distributor at the time of the claim.

### **13. Procedure of Warranty:**

The owner of the defected Product must notify Soltaro of a Product Defect within the defined warranty period (including any valid Warranty Extension). The owner must connect the Product to the Soltaro portal, allow it to be checked by the Soltaro technical team and submit certain documents including, but not limited to, Product Booklet and the purchasing invoice, which must include the serial number of the Product. In case of difficulties to connect the system, the owner shall contact the Accredited Installer that installed the Product or the Retailer that sold the product to require them to connect the system and allow the technical review by Soltaro to take place. No warranty is approved before this technical review via the Soltaro portal can take place.

These Limited Factory Warranties shall not be applied to the modules which in Soltaro's sole judgment have been subjected to:

- Improper installation, application, maintenance or alternation by companies who are not licensed by Soltaro or which do not strictly follow the manufacturer's "Installation Manual";
- Use on mobile (non-stationary) units or in marine application or extreme thermal environment or other abnormal environment (such as acid rain, salt, chemical substances or other pollution) or extremely rapid change of surroundings, corrosion, oxidation;
- Power failure, electrical spikes or surges, lighting, flood, fire, accidental breakage and other external factors;
- Damage caused by the improper storage condition of customer;
- Misuse, abuse, neglect, vandalism or accident;
- The type or serial number of the Products has been altered, removed or made illegible without written authorization from Soltaro;
- The components in the construction based on which the Products are mounted are defective; and
- Other events beyond Soltaro's control.

### **14. No Transportation or Inspection Cost Compensation**

Soltaro has agreed with each Retailer to conditional compensation Products with defects that are covered by this Warranty. That compensation arrangement includes, but is not limited to: i) transport costs and ii) inspection costs.

The End User needs to either:

- 1) have the Retailer handle the transport of the Product to the Soltaro service centre, or inspection of the Product on-site,
- or 2) claim its compensation of transport costs from the Retailer. Soltaro does not offer or consider separate or additional compensation of transport cost to the End User.

Any remaining costs or expenses for returning the Products to Soltaro or its authorized agents and authorized distributors, or costs associated with installation, removal, re-installation of the inverters, or customs clearance, that are not compensated by the Retailer, shall be borne by the End User.

### **15. Limitation on Use**

None of the Products is intended for use 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. To the extent permitted by law, Soltaro disclaims any and all liability arising out of any such use of the Product. Soltaro reserves the right to refuse to service any Product used for these purposes and disclaims any and all liability arising out of Soltaro's refusal to service Products in such circumstances.

### **16. Limitation of Warranty Scope:**

The Limited Factory Warranties (including any Extended Warranty) set forth herein are expressly in lieu of and exclude all other expressed or implied warranties, including but not limited to warranties of merchantability, warranties of fitness for particular purpose, use, or application, warranties of non-infringement of third party rights, including, but not limited to, intellectual property rights, and all other obligations or liabilities on the part of Soltaro unless such other warranties, obligations or liabilities are expressly approved by Soltaro's Chief Executive Officer by signature. Unless prohibited by local laws or regulations, Soltaro shall have no responsibility or liability whatsoever for injury or damage to any natural persons or any tangible property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the module itself, including, without limitation, any defects in the Products, or from use or installation. Under no circumstances shall Soltaro be liable for incidental, consequential or special damages, such as damages caused by the downtime of a Product, whatever the cause is, even if Soltaro is provided prior notice of such damages. Loss of use, loss of profits, loss

of production, and loss of revenues are therefore specifically but without limitation excluded. Soltaro's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer for one single Product.

#### **17. Transferability:**

Each Warranty is extended to the original purchaser, and is transferable to any subsequent End User of the Product when the Product remains at the location of its first installation upon satisfactory proof of succession or assignment.

#### **18. Obtaining Warranty Performance:**

In order to obtain warranty service under the Soltaro's "Warranty" (including any Extended Warranty), the End User should promptly notify Soltaro's regional customer service centre. Together with the notification, the End User should enclose the evidence of the claim, such as the description of the Product Defects, the complete serial numbers printed on the Product labels, the pictures of the barcodes, and a copy of commercial invoice and the installation date of the Product. Should the Product be returned for inspection, repair or replacement by Soltaro, Soltaro will provide the End User with a "Return Merchandise Authorization (RMA)". Soltaro will not accept the return of any Product without a RMA. If Soltaro determines that the Product returned by the End User is not defective or that the performance deficits are not covered under this "Warranty", Soltaro will return the Product to the End User at End User's expense and will have no further obligation for the repair, replacement, or refund.

#### **19. Disputes:**

In case of any discrepancy in a warranty-claim, a test-institute appointed or accepted by Soltaro shall be involved for the final judgment of the claim. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

#### **20. Miscellaneous:**

In case a replacement Product is sent to the End User, this replacement shall remain the property of Soltaro and shall be returned or compensated to Soltaro. Soltaro shall at its own option, deliver another type (different in size, colour, shape, and/or power) of inverters, either one with a new brand or the original one, in the case that Soltaro discontinued producing the replaced inverters at the time of the claim. The repair or replacement of the Product does not lead to a commencement of new warranty terms, nor shall the original terms of this "Warranty" be extended (except for any Extended Warranty).

#### **21. Force Majeure:**

Soltaro shall not be responsible or liable in any way to the customer or End User or any third-party for matters arising from any non-performance or delay in performance of any terms and conditions of sale, including this "Warranty", due to fire, flood, blizzard, hurricane, lightning, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labour or materials and other unforeseen events which are out of Soltaro's control.

#### **Note:**

The installation and handling of Products requires professional skills and should only be performed by qualified professionals. Claims under this Warranty will be honoured only if the End User can provide the proof that the Products are under normal application, installation, use and service conditions specified in Soltaro's latest version of "Installation Manual".

#### **AUSTRALIAN CONSUMERS:**

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.

#### **CONTACT:**

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#### **HEAD OFFICE**

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