

## Soltaro LIMITED FACTORY WARRANTY

### LiFePO<sub>4</sub> Series\*

#### Soltaro 2KWH/4.5KWH/5KWH Battery Storage System

### Inverter Series\*

#### Soltaro 2KW/3KW/3.68KW/5KW Hyper and Retro Series Inverter

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

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

"**Buyer**" the direct buyer of a Product from Soltaro, not being a buyer from a Distributor or Retailer.

"**Defective Product**": a Product that has a Product Defect.

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

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

"**Product(s)**": the Battery and Inverter Products 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, specifically excluding any damages caused by Wear & Tear.

"**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.

"**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 10 to which this Limited Factory License is limited.

"**Warranty**": this document and each limited factory warranty provided by Soltaro set out herein.

"**Wear & Tear**": damages, breakage, reduced efficiency or reduced user experience caused by product aging and usage.

#### 1. 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.

#### 2. Limited Battery Product Warranty:

Soltaro warrants its **LiFePO<sub>4</sub> storage battery** (the "Battery") to be free from Product Defects for a period of ten (10) years or ten thousand (10,000) cycles, whichever occurs first, starting from the Warranty Start Date. For the avoidance of doubt, this warranty excludes damages caused by Wear & Tear, which includes in case of the Battery: LED screen, LED lights, paint and cell degradation, and any failure of the energy meter and Wifi dongle beyond their warranted lifetime of 2 years.

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 3. 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 3.

#### 3. Limited Battery Performance Warranty:

Soltaro warrants and represents that the Battery retains at least 85% of Nominal Energy (2KWH/4.5KWH/5KWH/10KWH) for five (5) years after the Warranty Start Date and at least 70% of Nominal Energy (2KWH/ 4.5KWH/ 5KWH/10KWH) for ten (10) years after 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 (8.2MWH-2KWH Module/17MWh-4.5KWH Module /20.5MWH-5KWH 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 (15MWh-2KWH / 31MWH-4.5KWH / 37.5MWH - 5KWH) 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 3 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.

#### 4. Limited Inverter Product Warranty:

The Soltaro provides a further Warranty on Product Defects of the following Products for ten (10) years:

- Soltaro hybrid inverter: HYPER-2000, HYPER-3000, HYPER-3680, HYPER-4600, HYPER-5000; and
- Soltaro retrofit inverter: RETRO-2000, RETRO-3000, RETRO-3680, RETRO-4600, RETRO-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. For the avoidance of doubt, this warranty excludes damages caused by Wear & Tear, which includes in case of the Inverter, without limitation: LED screen, LED lights and paint, and any failure of the energy meter and Wifi dongle beyond their warranted lifetime of 2 years.

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.

#### 5. 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 **two 5 KWH batteries** in Off-grid Usage household Products. 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, which shall be responsible for the Product design. Soltaro can provide general guidance, but shall not specific advice for the Off-grid Usage of the Products, unless this is done on the basis of a separate consulting contract.

Any Off-grid Usage limits the applicable Warranty to 5 years if the Product has been registered initially as set out in Clause 12. The warranty of an Off-grid Usage Product is limited to 3 years if the Product is also not registered as set out in Clause 12.

#### 6. 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.

#### 7. 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.

#### 8. Service Products/Parts

Replacement products/parts are able to be used as new or refurbished condition which performance is equal to or higher than Defective Products and guaranteed by Soltaro. In the event a Defective Product is not available in the market anymore, then Soltaro, at its option, may replace it with different kind of Product with equivalent functions and performances or refund the remaining annually depreciated value of the purchase price of the Products during Warranty Term according to the Compensation Scheme set out below.

**- Compensation Scheme – 10 Year Warranty**

Time duration within Warranty Term	Compensation as percentage of the purchase price*
from the initial installation date to 24th month	100%
from 25th to 36th month	72%
from 37th to 48th month	58%
from 49th to 60th month	44%
from 61st to 72nd month	30%
from 73rd to 84th month	16%
from 85th to 96th month	6%
from 97th to 108th month	4%
from 109th to 120th month	2%
from the 121st month onwards	Warranty is expired

\*The purchase price mentioned hereinabove means the list price actually paid by the Buyer for the purchase.

**- Compensation Scheme – 5 Year Warranty**

Time duration within Warranty Term	Compensation as percentage of the purchase price*
from the initial installation date to 12th month	100%
from 13th to 24th month	80%
from 25th to 36th month	60%
from 37th to 48th month	40%
from 49th to 60th month	20%
from the 62st month onwards	Warranty is expired

\*The purchase price mentioned hereinabove means the list price actually paid by the Buyer for the purchase.

**9. Licensed Installation Required**

Each Product needs to be installed by an Licensed Installer in accordance with the Soltaro installation guidelines (the "Installation Guidelines"). Any damages to a Product that is not installed by a Licensed 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.

**10. 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; and
- South Africa.

**11. 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.

**12. Exclusions for failure to connect the Product on [www.soltaro.com](http://www.soltaro.com)**

In order to provide the Warranty for the full period, Soltaro needs to be able to monitor and update certain Products remotely via its firmware and upgrades thereto. This monitoring requires that, within three (3) months of the Original Installation Date, the Product and its serial number is:

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

Following registration, the Product needs to be continuously connected to the internet, with only brief interruptions. If, at the time a problem arises, the Product is not connected to the internet, and this cannot be immediately remedied, then the Product must be sent to Soltaro's warranty centre for the cost and expense of the user.

If the registration is not completed within three (3) months of the Original Installation Date, or if the Product is not connected to the Soltaro Monitoring Portal for more than 30 days, Soltaro can only provide the following Warranties:

1. Limited Battery Product Warranty: five (5) years following the Original Installation Date, or 5,000 cycles, whichever occurs first;
2. Limited Battery Performance Warranty: five (5) years following the Original Installation Date;
3. Limited Inverter Product Warranty: five (5) years following the Original Installation Date; and
4. Off-grid Usage Product: three (3) years following the Original Installation Date.

Please note that the monitoring and upgrades may interrupt the operation of the Product briefly. By installing the Product and connecting it to the internet, the user consents to Soltaro updating and monitoring the Product remotely from time to time, without further notice.

### 13. Warranty Exclusions:

The 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 used in environmental conditions that are outside the permitted conditions stated in the User Manual;
- 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 Product;
- 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 performance;
- 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 Products; and
- The Warranty does not extend beyond the original cost of the Products.

Soltaro may reject the Warranty claim if:

- the Warranty conditions set out herein have not been complied with, other than as a result of negligence or fault of Soltaro;
- the Product has been replaced without the prior consent of Soltaro;
- the Product is has been offline or the battery has not been charged for at least 6 months and, as a result thereof, permanent cell damage in the battery has occurred;
- after inspection, there is no conclusive evidence that a Product Defect occurred; or if
- Soltaro has not been fully paid for the Product or under its supply/sale contract with the distributor at the time of the claim, to the extent that this is permitted by laws of the country where the Product is sold in (see the Country Specific Disclosures at the end of this Warranty)

### 14. Procedure of Warranty:

The owner of the defected Product must contact the Retailer from whom the Product(s) were purchased and further notify Soltaro of a Product Defect through the Soltaro portal within the defined warranty period (including any valid Warranty Extension).

The owner must ensure that the Product continues to be connected to the Soltaro portal, allow it to be checked by the Soltaro technical team and submit certain documents including, but not limited to, i) proof of purchase of the Product and any subsequent transfers of ownership, ii) a description of the alleged defect and (where possible) photos, and iii) the Product's serial number and original installation data. Following this submission, Soltaro will determine whether an on-site inspection is needed, which, if it is needed, will be carried out by the Licensed Installer and paid as set out in Clause 15.

In case the Retailer is not able to assist with a site inspection where such is required as set out in Clause 15 (due to business cancellation, transfer or other reasons), then the customer will be required to procure the services of an electrician to conduct a site inspection in communication with Soltaro. No warranty is approved before this technical review via the Soltaro portal can take place. Soltaro is not responsible or liable for delays caused by the lack of responsiveness by the Retailer or Licensed Installer.

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.

#### **15. 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, analysis, re-installation of the inverters, or customs clearance, that are not compensated by the Retailer, shall be borne by the End User.

#### **16. Limitation on Use**

None of the Products is intended for use as a primary or backup power source for life-support Products, 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.

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

The Limited Factory Warranties 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.

#### **18. Remedies**

If any Product fails to comply with any Warranty, then Soltaro will, in its sole discretion, either repair the Product, replace the Product with an equivalent product, or refund the market price of an equivalent product of at the time of the Warranty claim. A Product presented for repair may be replaced by a refurbished Product of the same type rather than being repaired by Soltaro. If the Product is repaired or replaced during under any Warranty, the remainder of the original warranty period will apply to the repaired or replacement product, subject to any rights and remedies the customer has under local laws in the country or region of residence in respect of the repaired or replacement Product.

During the Warranty, Soltaro will only be liable for supplying a suitable replacement or repaired Product. Furthermore, during the 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.

#### **19. Temporary Unit Replacement.**

Soltaro has the option, but not the obligation, to send the End User a whole replacement unit while the Defective Product is undergoing repairs (the "Replacement Product"). If the Replacement Product is provided by Soltaro, it is provided under the express condition that it needs to be sent back to Soltaro or its licensed Distributor when the repaired original Product is returned to the End User, or the Replacement Product needs to be purchased. Soltaro shall provide the End User with an invoice (the "Replacement Invoice"). If the End User does not send back the Defective Product to Soltaro or the Retailer as noted on the Replacement Invoice within 15 days of receiving the repaired original Product back, then the invoice of the Replacement Product becomes due and payable and not available to offset against other perceived or actual claims against Soltaro or the Retailer. If End User fails to pay such invoice within fifteen (15) days after it becoming due, in addition to any other legal rights and remedies available to Soltaro, Soltaro may terminate its service on the unpaid Replacement Product without further notice.

#### **20. 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.

#### **21. Obtaining Warranty Performance:**

In order to obtain warranty service under Soltaro's 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.

**22. 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.

**23. 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.

**24. 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".

**COUNTRY SPECIFIC DISCLOSURES:**

**AUSTRALIAN CONSUMERS:**

Soltaro's Products come with guarantees that cannot be excluded under the Australian Consumer Law. As user, 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 Products fail to be of acceptable quality and the failure does not amount to a major failure.

**IRISH CUSTOMERS:**

Nothing in this warranty shall limit or exclude the liability of Soltaro for death or personal injury resulting from any act or omission of Soltaro.

**UK CONSUMERS:**

Nothing in this warranty shall limit or exclude Soltaro's liability for death or personal injury resulting from negligence.

**PORTUGUESE CONSUMERS**

This warranty is provided in addition to, and does not exclude, restrict or limit any rights a customer has under Portuguese consumer law.

**DUTCH CONSUMERS**

This warranty is provided in addition to and does not exclude, restrict, limit or otherwise affect any statutory warranty rights you may have under the laws of The Netherlands with regard to defect claims. Your statutory rights can be claimed irrespective of and in addition to claims based on this warranty.

**CONTACT:**

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Online Contact Form <https://soltaro.com>

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