

**Redflow Limited
Redflow Battery Enclosure
Manufacturer's Warranty
4 July 2019**

- 1 Unless otherwise expressly agreed in writing between Redflow and the Original End User this warranty constitutes the Redflow Battery Enclosure Manufacturer's Warranty.
- 2 **It is important that this warranty be read in conjunction with *the Redflow Installation and Operation Manual - ZBM2, and any notices published by Redflow from time to time.***
- 3 **Definitions:** In this document, the following definitions apply:
- (a) **ACL** means the Australian Competition and Consumer Act 2010 (including the Australian Consumer Law).
 - (b) **Authorised Provider** means an entity expressly authorised by Redflow to re-sell, install, maintain and assist with repair of Redflow Batteries and associated products.
 - (c) **Claimant** means a person who makes a claim under this Warranty in accordance with clause 7 and 8 of this document.
 - (d) **Original End User** means the original end customer who acquired and put the Redflow Battery Enclosure into use for the first time.
 - (e) **Redflow** means Redflow Limited ACN 130 227 271 of 27 Counihan Road, Seventeen Mile Rocks, Queensland Australia.
 - (f) **Transfer Date** means the date Redflow transfers title to the Redflow Battery Enclosure to an Authorised Provider.
 - (g) **Warranty** means the warranty given under clause 4 on the terms and conditions set out in this document.
 - (h) **Warranty Period**, for a Redflow Battery Enclosure, is a period of 3 years from the date of delivery to the Original End User or from 3 months after the Transfer Date (whichever is the earlier).
 - (i) **Redflow Battery Enclosure** means the external casing supplied by Redflow for the enclosure of a Redflow Battery.
 - (j) **Redflow Battery** means a Redflow ZBM2 battery.
- 4 **Product Warranty:** The Redflow Battery Enclosure is designed and manufactured exclusively for use as an enclosure cover for a single Redflow Battery.
- Subject to these terms and conditions, Redflow warrants that the Redflow Battery Enclosure which is installed, used and maintained in accordance with the relevant product information will be free from defects in material and workmanship under normal application, use and conditions during the Warranty Period.
- 5 **Warranty Period not extended by repair or replacement:** If a Redflow Battery Enclosure is repaired or replaced under the Warranty, the remainder of the original Warranty Period applicable to the Redflow Battery Enclosure will apply to the repaired or replaced Redflow Battery

Enclosure. Under no circumstances will any Warranty Period be extended past the original Warranty Period for any reason.

- 6 **Products not covered by Warranty:** The Warranty does not extend to, and Redflow is not liable for, any defects in any Redflow Battery Enclosure which has not been purchased from and installed by an Authorised Provider.
- 7 **Defects not covered by Warranty:** Redflow is not liable for any defects if, and to the extent that, it is due to, or comprises:
- (a) use of the Redflow Battery Enclosure for any purpose other than the enclosure of, or covering of, a single Redflow Battery;
 - (b) theft or vandalism of the Redflow Battery Enclosure;
 - (c) negligence or accident;
 - (d) cosmetic or superficial defects, dents or marks that do not impact the performance of the Redflow Battery Enclosure;
 - (e) damage or deterioration that occurs during shipping or transportation after title has passed from Redflow;
 - (f) damage or deterioration that occurs as a result of fair wear and tear;
 - (g) misuse or abusive use of the Redflow Battery Enclosure;
 - (h) the incorrect installation or use or not following any Redflow Battery operation instructions or documentation included with the Redflow Battery;
 - (i) the storage, installation, modification or repair of the Redflow Battery Enclosure that is performed by anyone other than by Redflow authorised personnel;
 - (j) the modification of the Redflow Battery Enclosure without authority from Redflow in writing;
 - (k) incorrect or improper maintenance or failure to maintain the Redflow Battery Enclosure;
 - (l) exposure to excessive heat, cold, moisture or dampness;
 - (m) exposure to abnormally corrosive conditions
 - (n) adverse external conditions such extreme weather, acts of God, vermin or insect infestation or acts of terrorism;
 - (o) the use of non-authorised/non-standard, defective or incompatible parts;
 - (p) the removal and reinstallation at a location other than the original installation location, without the express written consent of Redflow;
 - (q) where the Redflow Battery Enclosure has been, or Redflow reasonably believes that the Redflow Battery Enclosure has been, used for purposes other than those for which the Redflow Battery Enclosure was intended;
 - (r) failure to comply with any additional instructions supplied with the Redflow BMS or Redflow Battery.

- 8 **Defective Redflow Battery Enclosures:** If there is a breach of the Warranty, Redflow will, subject to these terms and conditions, in its absolute discretion either:
- (a) remedy the defect;
 - (b) supply a replacement Redflow Battery Enclosure, or
 - (c) refund to the Claimant the wholesale value of a replacement Redflow Battery Enclosure with specifications that meet those of the original and defective Redflow Battery Enclosure.

Refurbished or used parts or components may be used to repair or replace a defective Redflow Battery Enclosure and Redflow may elect to take ownership of any defective Redflow Battery Enclosure or component thereof that it replaces or for which it repays the purchase price.

- 9 **Who can make Warranty claim:** The Warranty is given to Original End User and, if and for so long as the Redflow Battery Enclosure remains installed at the site at which it was first installed, any person to whom title to the Redflow Battery Enclosure has been transferred.
- 10 **Warranty claims procedure:** To claim under the Warranty, in the first instance please contact the Authorised Provider from whom you purchased the product. Authorised Providers are listed on Redflow's website at <https://redflow.com/system-integrators/>. In the event that you are unable to contact an Authorised Provider, please contact Redflow via email at support@Redflow.com.

If a claim is made under this Warranty, Redflow or an Authorised Provider may send personnel to the installation location to assess the warranty claim and, if necessary, repair the Redflow Battery Enclosure on-site, at Redflow's cost. If the Redflow Battery Enclosure is located more than 100 kilometres (by road) from the nearest Authorised Provider's place of business, Redflow will liaise with the Claimant to determine the best way in which to inspect and, if necessary, repair the Redflow Battery Enclosure that is the subject of the claim under this Warranty. If a Redflow Battery Enclosure is found not to be defective (either under this document or the ACL) or the Warranty has expired, the Claimant will be responsible for the call out fees, transportation and shipping fees and/or repair costs invoiced by the Authorised Provider or Redflow.

- 11 **Australian consumer warranties etc (Redflow Battery Enclosure products purchased in Australia only):** The ACL, as well as other Australian laws guarantee certain conditions, warranties and undertakings and gives consumers other legal rights, in relation to the quality and fitness for purpose of goods and services sold in Australia. In Australia, the Redflow Battery Enclosure comes with guarantees that cannot be excluded under the ACL. 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 a Redflow Battery Enclosure repaired or replaced if the Redflow Battery Enclosure fails to be of acceptable quality and the failure does not amount to a major failure. What constitutes a major failure is set out in the ACL. This Warranty is provided in addition to, and nothing in this document purports to limit, modify or exclude the conditions, warranties or undertakings or other legal rights in the ACL and other Australian laws.
- 12 **International consumer warranties etc (Redflow Battery Enclosure products purchased outside Australia):** If this product is purchased in a country other than Australia, as well as the conditions, warranties and undertakings contained in this warranty, this product comes with guarantees or other legal rights of consumers which are provided by legislation in the country of purchase, and which cannot be excluded under the relevant legislation. Any rights, conditions, warranties and undertakings provided in such legislation which can be excluded from this warranty, are expressly excluded to the extent permitted by the relevant law.

- 13 **Exclusions:** All warranties or conditions which are not guaranteed under the ACL, or, if the product is purchased outside Australia, the equivalent consumer protection legislation applying in the country of purchase, or expressly included in this document are excluded.
- 14 **Indirect or consequential loss or damages:** Redflow does not assume any liability except as expressly set out in this warranty, and in no event shall Redflow by reason of its obligations under this warranty be liable in tort or for loss of anticipated profits, catalyst, raw materials and products or for indirect or consequential loss or damages.
- 15 **Governing law and jurisdiction:** These Warranty terms and conditions shall be exclusively governed by the laws of Queensland, Australia. The UN Convention on Contracts for the International Sale of Goods shall not apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Queensland, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.