

**Redflow Limited
Redflow Battery
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 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 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 clauses 13 and 14 of this document.
 - (d) **Original End User** means the original end customer who acquired and put the Redflow Battery 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) **Redflow Battery** means a Redflow ZBM2 battery
 - (g) **Redflow BMS** means a Redflow Battery Management System.
 - (h) **Transfer Date** means the date Redflow transfers title to the Redflow Battery to an Authorised Provider.
 - (i) **Warranty** means the warranty given under clauses 4 and 5 on the terms and conditions set out in this document.
 - (j) **Warranty End Date**, for a Redflow Battery, has the meaning set out in clause 6.
 - (k) **Warranty Period**, for a Redflow Battery, is the period commencing on the Warranty Start Date and ending on the Warranty End Date.
 - (l) **Warranty Start Date** has the meaning set out in clause 6.
 - (m) **Redflow Battery** means an energy storage system developed and supplied by Redflow which comprises a ZBM2 battery, but does not include
 - (i) any battery management system; or
 - (ii) external casing.
 - (n) **Redflow Battery Installation Date** means the date on which the Redflow Battery was first installed by an Authorised Provider for an Original End User.
- 4 **Two Year Defects Guarantee:** Redflow guarantees to the Original End User that the Redflow Battery which is installed, used, serviced and maintained in accordance with the relevant manuals

and product information will be free from defects in material and workmanship for a period of two years from the Warranty Start Date set out in clause 6 (**Defects Guarantee**).

- 5 **Product Performance Warranty:** Subject to these terms and conditions, Redflow warrants the Amp-Hour (Ah) capacity of each Redflow Battery, as stated in the *Redflow Installation and Operation Manual - ZBM2*, for the Warranty Period.
- 6 **Warranty Period:** Subject to clause 7, the Warranty Period commences on the earlier of three months after the Transfer Date and the Redflow Battery Installation Date (**Warranty Start Date**) and ends on the earlier of:
 - (a) 10 years after the Warranty Start Date; or
 - (b) the date on which an aggregate of 36,500 kWh has been delivered by the Redflow Battery stack (as measured by the on-board system controller), (**Warranty End Date**).
- 7 **Warranty limitation:** The Warranty Period in clause 6 is dependent upon Redflow being permitted to have access to the Redflow Battery so as to monitor its performance and operation and to update its software (if necessary), and the Redflow Battery being connected to the internet through a Redflow BMS, or Redflow having access to the Redflow Battery by some other means approved by Redflow in writing.

If:

 - (a) Redflow is not permitted to have access to the Redflow Battery so as to monitor its performance and operation and to update its software; or
 - (b) the Redflow Battery is not connected to the internet within 60 days following its installation; or
 - (c) the internet connection to the Redflow Battery is interrupted and is not subsequently restored within 60 days,

the Warranty End Date will change to the earlier of:

 - (c) 2 years after the Warranty Start Date; or
 - (d) the date on which an aggregate of 7,300 kWh has been delivered by the Redflow Battery stack (as measured by on-board system controller),

unless alternative performance and operation monitoring arrangements are negotiated with Redflow, and agreed in writing.
- 8 **Warranty Period not extended by repair or replacement:** If a Redflow Battery is repaired or replaced under the Warranty, the remainder of the original Warranty Period applicable to the Redflow Battery will apply to the repaired or replaced Redflow Battery. Under no circumstances will any Warranty Period be extended past the original Warranty Period for any reason.
- 9 **Products not covered by Warranty:** The Warranty does not extend to, and Redflow is not liable for, any defects in any Redflow Battery which has not been purchased from and installed by an Authorised Provider.
- 10 **Defects not covered by Warranty:** Redflow is not liable for any defect if, and to the extent that, it is due to, or comprises:
 - (a) any circumstance which the *Redflow Installation and Operation Manual - ZBM2* provides is a warranty condition or that the Redflow Warranty will be void;
 - (b) theft or vandalism of the Redflow Battery;

- (c) cosmetic or superficial defects, dents or marks that do not impact the performance of the Redflow Battery;
- (d) damage or deterioration that occurs during shipping or transportation after title has passed from Redflow;
- (e) noise or vibration that is not excessive or uncharacteristic and does not impact the Redflow Battery's performance;
- (f) damage or deterioration that occurs as a result of fair wear and tear;
- (g) misuse or abusive use of the Redflow Battery;
- (h) the incorrect installation, operation or not following any operation instructions or documentation included with the Redflow Battery;
- (i) the storage, installation, commissioning, modification, repair of the Redflow Battery, or opening of the external casing of the Redflow Battery, that is performed by anyone other than by Redflow authorised personnel;
- (j) the modification of the Redflow Battery without authority from Redflow in writing;
- (k) incorrect or improper maintenance or failure to maintain or inspect the Redflow Battery, as set out in the Installation and Operation Manual;
- (l) incorrect settings of customer accessible controls;
- (m) exposure to excessive heat, cold, moisture or dampness;
- (n) exposure to abnormally corrosive conditions;
- (o) incorrect voltage or non-authorized electrical connections;
- (p) adverse external conditions such as power surges and dips, extreme weather, thunderstorm activity, acts of God, vermin or insect infestation, water damage (liquid spillage or ingress) or acts of terrorism;
- (q) the use of non-authorized/non-standard, defective or incompatible parts;
- (r) any attempt to extend or reduce the life or increase the performance of the Redflow Battery, whether by physical means, programming or otherwise without the express written consent of Redflow;
- (s) the removal and reinstallation at a location other than the original installation location, without the express written consent of Redflow;
- (t) where the Redflow Battery has been, or Redflow reasonably believes that the Redflow Battery has been, used for purposes other than those for which the Redflow Battery was intended; and/or
- (u) failure to comply with any additional instructions supplied with the Redflow BMS or Redflow Battery, or notices published by Redflow from time to time.

11 **Defective Redflow Batteries:** If there is a breach of the Warranty, Redflow will, subject to these terms and conditions, in its absolute discretion either:

- (a) repair the defective Redflow Battery in accordance with clause 14; or
- (b) replace the Redflow Battery with a Redflow Battery with specifications that meet or exceed those of the original and defective Redflow Battery in accordance with clause 14; or
- (c) refund to the Claimant the wholesale value of a replacement Redflow Battery with specifications that meet those of the original and defective Redflow Battery, pro-rated according to the remaining annually depreciated value of the Redflow Battery during the Warranty Period as provided in clause 12, as determined by Redflow.

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

12 **Pro-rata Refund/Compensation:** If Redflow in its absolute discretion determines to pay a refund under clause 11(c), the refund shall be paid according to the following table:

| <i>Period from Warranty Start Date</i> | <i>% of Replacement Value</i> |
|--|-----------------------------------|
| 1 - 24 months | 100% |
| 25 - 36 months | 80% |
| 37 - 48 months | 70% |
| 49 - 60 months | 60% |
| 61 - 72 months | 50% |
| 73 - 84 months | 40% |
| 85 - 96 months | 30% |
| 97 - 108 months | 20% |
| 109 - 120 months | 10% |

13 **Who can make Warranty claim:** The Warranty is given to Original End User and, if and for so long as the Redflow Battery remains installed at the site at which it was first installed, any person to whom title to the Redflow Battery has been transferred.

14 **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 your 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 on-site, at Redflow's cost. If the Redflow Battery 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 that is the subject of the claim under this Warranty.

Warranty service will only be provided in the specific country where the Redflow Battery was originally purchased. For example, if the Claimant purchased the Redflow Battery in Australia, warranty service will be limited to Australia only.

If a Redflow Battery 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.

- 15 **Australian consumer warranties etc (Redflow Battery 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 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 repaired or replaced if the Redflow Battery 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.
- 16 **International consumer warranties etc (Redflow Battery 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.
- 17 **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. Without limitation of the foregoing, and to the extent permitted by law, warranties and representations that usage of a Redflow BMS will be uninterrupted or error-free are expressly excluded.
- 18 **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.
- 19 **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.