

## Limited Manufacturer's Warranty for Australia for the VARTA System pulse

Version dated: 24<sup>th</sup> August 2018

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### 1. MANUFACTURER AND PRODUCT

1.1 VARTA Storage GmbH, Nördlingen, Germany, registered in the Commercial Register of the Augsburg District Court under register number HRB 27028 ("**VARTA Storage**") provides, as manufacturer, the following **Limited Manufacturer's Warranty ("Warranty")** to the End Customers of the VARTA energy storage system pulse ("**VARTA System**") manufactured by it, and purchased by, and installed in Australia on behalf of End Customers.

1.2 A VARTA System consists of a "**Battery**" (consisting of several battery cells) which is connected and assembled with an "**Electronic System**" (consisting of inverter, battery charger, fan and cable) in a casing in such a way that both form a complete unit, which is not to be separated nor opened by the End Customer.

"**End Customer**" means every person who originally purchased and installed a VARTA System for their own domestic or household use. In particular, this Warranty does not apply to any person who acquired a VARTA System in order to resell it or to install it in the context of a commercial or self-employed professional activity with a third party.

1.3 The benefits given to End Customers under this Warranty are in addition to and not in substitution for other rights and remedies the End Customer may have under any applicable mandatory law in relation to the VARTA System and nothing in this Warranty intends to limit such statutory rights of the End Customer that cannot be excluded. The following applies to End Customers who acquire the VARTA System as a "consumer" within the meaning of the provisions of Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**Australian Consumer Law**):

*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.*

### 2. WARRANTIES

#### 2.1 WARRANTY CONDITIONS

VARTA Storage provides the Warranty only if all of the following conditions are met:

- The End Customer has operated the VARTA System Without Interruption from the initial installation (**Warranty Condition System Operation**) and it has been connected Without Interruption to the internet (**Warranty Condition Internet Connection**); and
- The End Customer has entered into the "Online Services Agreement" with VARTA Storage at the latest without delay after the initial installation and has used the relevant online services for the VARTA System Without Interruption (**Warranty Condition Online-Services**); and
- The further **warranty conditions** as set out in clause 3 are fulfilled, and **no reason for exclusion** as set out in clause 4 is given.

"**Without Interruption**" means that the operation of the VARTA System, the internet connection or the use of the online services, respectively, has occurred continuously and without interruption; "**Without Interruption**" is also considered to be given when:

- The operation of the VARTA System or the internet connection, respectively, is only temporarily disrupted, that is for not longer than 24 hours, due to maintenance and service works; in case of longer disruptions for such works, an uninterrupted use only exists when the interruptions occurred with the approval of VARTA Storage;
- The operation of the VARTA System is temporarily not possible due to a defect as defined herein; or
- The internet connection or the use of the online services, respectively, is not possible, without the End Customer being responsible for this.

#### 2.2 WARRANTY FOR THE BATTERY

A Warranty claim exists if the **Battery** in a VARTA System is defective (as defined below), within **ten years** from the date of first installation of the VARTA System or before **8.2 MWh (Pulse 3) or 16.1 MWh (Pulse 6) of energy throughput** is reached, whichever occurs first ("**Battery Warranty Period**").

For the purpose of this Warranty, a Battery is "defective" if its capacity fails to reach **60% of its nominal**

**capacity.** (The nominal capacity of a Battery is 3.3 kWh (VARTA pulse 3) or 6.5 kWh (VARTA pulse 6).) The capacity measurement conditions are:

- Ambient temperature: 25 – 30°C
- Initial battery temperature from BMS: 25 – 30°C
- Charging/discharging method
  - Charge: (0.2)CC/CV (Constant voltage (58.8)V, Cut-off current (0.05)C)
  - Discharge: (0.2)CC (Cut-off voltage (42)V)
  - Current at (0.2)C: (12.6)A (Pulse 3), (25.2)A (Pulse 6)
  - Current and voltage measurement at battery DC side

Note: For technical reasons, VARTA Storage restricts the discharge depth of the batteries to 90%. The effective capacity of a battery is therefore 90% of the nominal capacity.

**In case of a Warranty claim** (and provided that all Warranty Conditions set out in clause 2.1 and clause 3 are satisfied and no reason for exclusion as set out in clause 4 is given), VARTA Storage may, at its choice, either repair the defective Battery, or refund the time value of the VARTA System according to the Compensation Scheme set forth below.

The Battery is repaired when at least 60% of the nominal capacity of the Battery is available for use again. For such purpose, VARTA Storage may, for example, replace the Battery or battery cells

**Compensation Scheme** (The date of the warranty claim is decisive for the Class classification. The purchase price mentioned means the price actually paid by the End Customer for the VARTA System.):

- Class I : 100% of the purchase price from the date of first installation to 24th month;
- Class II : 72% of the purchase price from 25th to 36th month;
- Class III : 58% of the purchase price from 37th to 48th month;
- Class IV : 44% of the purchase price from 49th to 60th month;
- Class V : 30% of the purchase price from 61st to 72nd month;
- Class VI : 16% of the purchase price from 73rd to 84th month;
- Class VII : 6% of the purchase price from 85th to 96th month;
- Class VIII: 4% of the purchase price from 97th to 108th month; and
- Class IX : 2% of the purchase price from 109th to 120th month.

No time value will be refunded from the 121st month.

### 2.3 WARRANTY FOR THE ELECTRONIC SYSTEM

A Warranty claim exists if the **Electronic System** in a VARTA System is defective (as defined below), within **seven years** from the date of first installation of the VARTA System or before **8.2 MWh (Pulse 3) or 16.1 MWh (Pulse 6) of energy throughput** is reached, whichever occurs first (“**Electronic System Warranty Period**”).

For the purpose of this Warranty, an Electronic System is “defective” if it no longer has the properties which the End Customer may expect according to the VARTA Storage product description.

**In case of a Warranty claim** (and provided that all Warranty Conditions set out in clause 2.1 and clause 3 are satisfied and no reason for exclusion as set out in clause 4 is given), the End Customer may require VARTA Storage to repair the defective Electronic System. The Electronic System is repaired when it once again has the properties which the End Customer may expect according to the VARTA Storage product description. For such purpose, VARTA Storage may, for example, replace the Electronic System or the inverter or the battery charger or the fan.

**2.4 Repairs, including replacements,** to be performed under the Warranties provided herein are undertaken at the cost of VARTA Storage (to do this VARTA Storage may instruct an electrical business, whose employees are qualified by means of a certification training by VARTA Storage to repair energy storage systems). In the event that the type of the VARTA System is no longer produced at the date of the warranty claim, VARTA Storage reserves the right to supply a different system, which has similar properties.

**2.5** Neither the Battery Warranty Period nor the Electronic System Warranty Period will be extended where services are rendered in case of a warranty claim and in particular will not be extended where a VARTA System or a Battery or an Electronic System are replaced. In this case neither the Battery Warranty Period nor the Electronic System Warranty Period will recommence.

**2.6 The Warranty does not apply to:**

- Damages which were caused by a third party (for example during installation or maintenance), by force majeure or natural catastrophes (for example water, frost, smoke and fire);
- Wear and tear elements (specified in more detail in the document “Service and Maintenance” provided with the unit), and display systems;
- Damages caused to other things or objects by the VARTA System.

### 3. WARRANTY CONDITIONS

The Warranty only applies if all of the following (cumulative) conditions are fulfilled (in addition to the conditions set out in clause 2.1 above):

- 3.1 The VARTA System must have been installed in a **workmanlike manner**, at the End Customer's premises **in Australia**, according to the installation instructions provided with the unit, **by an electrical business**, whose employees were qualified by means of a certification training by VARTA Storage to install energy storage systems.
- 3.2 The installation technician registers the VARTA System and the date of installation on the VARTA Storage installation portal. **Within four weeks from the date of installation, the End Customer registers his / her data under [www.varta-storage-portal.com](http://www.varta-storage-portal.com)** (name, address, e-mail address, telephone number) and enters the serial number of the VARTA System and the activation code. Alternatively, the installation technician may, with the permission of the End Customer, register his / her data.
- 3.3 The End Customer is required to **notify a claim** under the Warranties provided herein to VARTA Storage **within two months** after he / she has, or should have, identified a defect (for example by way of letter, fax or e-mail).

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### 4. EXCLUSION OF WARRANTY CLAIMS

Warranty claims are excluded if the defect arises from the fact that:

- The VARTA System was not used according to its usual purpose or **to the provisions of the operating instructions** which were provided with the unit;
- The ambient temperature during the operation of the VARTA System was **falling below +5°C or exceeding +45°C**;
- The VARTA System **was not serviced according to the provisions of the operating instructions** which were provided with the unit by an electrical business, whose employees were qualified by means of a certification training by VARTA Storage to service energy storage systems;
- Amendments, repairs or other interferences were made to the VARTA System by the End Customer or a third party, who was not qualified by means of a certification training by VARTA Storage; or
- Components were installed in the VARTA System which were not authorised by VARTA Storage.

### 5. COSTS OF NON-FOUNDED CLAIMS

If a Warranty claim brought by the End Customer against VARTA Storage is not founded or excluded, the costs that the End Customer has incurred in the context of bringing the claim must be borne by the End Customer. Further, in this case, the End Customer is required to bear the costs, including any costs of work, which were incurred by VARTA Storage in connection with examining the VARTA System (including, if applicable, the costs of the removal and (re-)installation of the VARTA System), unless the End Customer was not able to recognize the fact that the Warranty claim was not founded or excluded.

### 6. APPLICABLE LAW AND JURISDICTION

This Warranty is governed by the substantive law in force in the State of New South Wales, Australia, without reference to another legal system. The applicability of the Vienna UN Convention on Contracts for the International Sale of Goods dated 11 April 1980 is excluded. The End Customer irrevocably submits to the exclusive jurisdiction of the courts of the State of New South Wales with respect to any disputes arising directly or indirectly from this Warranty.