

ESENER LiFePO BATTERY Modul WARRANTY

Warranty Assurance version 2.0

This limited warranty (herein after “warranty”) described below applies to ESENER lithium battery supplied by ES ENERGY (PTY) LTD. (hereinafter “ESENER”) with the types referenced above to Original End-User via an Authorized Distributor.

Warranty claims may only be made by or on behalf of the following:

- a) ESENER authorized service partner or,
- b) Authorized dealership or,
- c) The first end user/of the product provided the installation was effected by an authorized installation partner or,
- d) Any owner of the product subsequent to the first end user who held a valid warranty provided he/she can produce proof of title and transfer and provided further that the product has never been relocated from its original installation location

Any of the persons referred to in (a) –(d) above shall be referred to hereinafter as “the customer”

1. PRODUCT WARRANTY

The battery has a 15 year intended design life, however ES Energy (Pty) Ltd warranty’s that the battery cells should achieve at least 5 years or 3500 cycles (51.2v100ah /51.2v200ah) ,and for 3 years or 1100 cycles(25.6v100ah) as counted by the BMS, whichever comes first.

Regarding with the multi-functional wall-mounted lithium batteries (1.28kwh, 2.56kwh, and 4.8kwh), the warranty period is 3 years. In addition to the battery cell and the main components of the BMS, the built in inverter and 5v and 12v output components will have a 6 month warranty.

From the invoice date issued by ESENER, or by third party which are authorized by ESENER. One complete cycle in terms of this warranty is a discharge from 100% State of Charge to the kilowatt hour rating of the battery module, followed by a recharge to 100% State of Charge which is equivalent to, for example, ESENER ES5.12V200AH Lithium Battery at nominal capacity of 10.2 kwh.

The product, provided it is used for self-consumption of energy stored in conjunction with a solar or on-grid configuration, and operated by a ESENER BMS, and is operated under normal use conditions following the “datasheet” and “user manual”, will provide (planned) one cycle per day for 10 years

ESENER's battery would be defined as satisfactory if it is still able to produce $\pm 40\%$ of the model's stated new capacity in kWh from a 100% state of charge to 0% state of discharge, during ESENER's warranty period.

The discharge test shall be done under the following conditions:

- a) The ambient temperature of the ESENER battery must be $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$.
- b) The terminals of the ESENER battery must be $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$.
- c) The discharge current by the ESENER battery will be 0.2C of the original nominal capacity in Ah, as measured at the DC terminals of the ESENER battery from an initial 100% State of Charge capacity.

The accessory products which include cabinets, BMS, cables, come with a standard manufacturer's warranty of 60 months (5 years).

The capacity of each battery charge shall not be less than 90%, and the depth of discharge shall not be less than 20% of the capacity. The lithium battery that does not match the normal communication with the inverter will not enjoy the warranty service.

2. PRECONDITIONS FOR WARRANTY

- a) Product life should fall within the warranty period.
- b) Should there be any system failure, fault or warning information must be reported to ESENER or authorized service partner within 1 week of appearance.
- c) Product must be installed by qualified personnel from an authorized service partner, proof of qualification can be requested.
- d) The customer should correctly operate and use the product and system according to user and installation manual.
- e) Customer must provide proof of the original purchase of the product.
- f) The installation of the product/system subject of the warranty should be completed within 1 month from the date ownership of the product is transferred from ESENER to the first end user
- g) Customer must register the product at ESENER's after-service website or contact the after-service person within one week of the first installation.
- h) The ambient temperature during the operation of the product must not exceed $-5^{\circ}\text{C} \sim 40^{\circ}\text{C}$ temperature range and the product should not be exposed to and stored in a temperature higher than 50°C and should not be exposed, whilst installed, to direct sunlight.
- i) The battery room must be ventilated in accordance with the requirements of the battery manufacturer.
- j) This warranty is subject to covers capacity equivalent to 1 full cycle per day,

and it is only applicable to installations operated in Residential or Telecommunications energy storage applications. ESENER lithium battery Storage Systems is not suitable for supplying life-sustaining medical devices and automotive applications. The warranty will be void if the usage is outside of Residential or Telecommunications and energy storage applications unless otherwise stipulated by ESENER.

- k) Product must be operated with a ESENER BMS as sold by ESENER.
- l) It is the responsibility of the qualified installer or designer to ensure that the solar and battery ratings a read equate for the rated load, so that the ESENER battery can achieve 100% State of Charge daily or that there charge State of charge is 100% achieved before a new discharge cycle. Proof of installation (site pictures) and/or load profile will be requested by ESENER in order to validate a warranty claim.
- m) Single cycle for the battery is defined as a discharge to maximum 80% depth of discharge of the battery's capacity at $>0.1C$ (capacity at a 10 hour discharge rate or more) followed by a recharge to 100% state-of-charge. If the discharge depth is higher than 80%, it will not enjoy the warranty service.

3. REPLACE OR REPAIR

- a) In the event that any product covered by the warranty is confirmed by ESENER to be defective or non-conforming, ESENER will replace or repair the defective or non-conforming product, at its sole discretion. Any maintenance, repair or replacement should not be considered as an extension or recalculation of the warranty period.
- b) ESENER or Service Provider should respond within 10 working days of receipt of a service request.
- c) ESENER will be responsible for the approved repair or replacement costs in connection with such non-conforming or defective product. ESENER reserves the ownership of replaced battery or product. Unless otherwise agreed by ESENER, the replaced battery or product should be returned by the customer to the place designated by ESENER in the same or similar package within 4 weeks.
- d) In the event that ESENER has discontinued the manufacture of the product in issue at the time of the related warranty claim which is confirmed by ESENER, ESENER may, at its sole discretion, replace it with a different similar type of product (of mutually agreed size, color, shape and/or capacity) or refund the purchase price prorated by the days of the relevant warranty period remaining.
- e) Replacement of battery, components or products may be limited to the equivalent power output of product at the time of failure should it occur. The quality and specification compliant with the product specifications will be adhered to.
- f) As applicable, the replacement battery will have a similar energy capacity as the faulty battery.

- g) The SOH of the faulty battery will be determined by analyzing the statistics of the BMS
- h) Any product return will be remain as the property of the ESNER until the the identification receipts or a written approval from ESNER has given

4. EXCEPTIONS OF WARRANTY:

ESENER may, at its discretion reject any warranty claims if:

- a) The product exceeds the quality or capacity warranty period or terms.
- b) The product damage and/or defect is caused by improper use, misuse, abuse, or any use that does not conform with user manual or in line with the intended use of the product; and the removal of ESENER labels and stickers.
- c) ESENER will not hold any damage cause during transport.
- d) Unauthorized of any wiring and/or use with faulty or incompatible devices or devices with safety issues.
- e) Any third-party tool, device, or product causes damage to the battery or BMS.
- f) The product is arbitrarily modified, or its function changed without authorization from ESENER.
- g) Any changes are effected the installation which are not in accordance with the ESENER LITHIUM BATTERY STORAGE SYSTEMS installation manual.
- h) The damage on the product caused by maintenance and other services conducted by personnel who are not authorized or approved as such by ESENER.
- i) The customer fails to provide the correct product serial number, or the product serial number is undecipherable or modified without permission.
- j) External influences including unusual physical or electrical stress and nature cause (power failure surges, inrush current, lightning, flood, fire, accidental breakage, etc.)
- k) The product damage is caused by external force, force majeure (unforeseeable, unavoidable and insurmountable objective events, including but not limited to war, civil war, strike, riot or other activities intervened by government) or other third party.
- l) Defects of the product which occurs due to technology update, or renewal of the national or regional laws or regulations.
- m) The product damage is caused by the customer deliberately or arising from the negligence of the Customer.
- n) The failure report is not provided within 2 weeks of any fault detection.
- o) Purchase and installation of battery system falls outside of the applicable countries listed in this warranty.

4. NON-APPLICABILITY OF WARRANTY CLAIM

Where a warranty claim is validly rejected any costs incurred by ESENER arising

therefrom shall be payable by the customer.

5. WARRANTY RESTRICTION

Unless otherwise specified herein, to the extent permitted by applicable law, the warranty and the remedies contained herein are exclusive and replace all other guarantees and/or remedies, whether made orally or in writing and whether given expressly, tacitly or by implication.

To the extent permitted by applicable law, ESENER expressly rejects any and all legal or implied warranties including but not limited to warranties of merchant ability, fitness for a particular purpose and hidden or potential defects.

The terms of this warranty may not be varied unless by written confirmation of a person authorized to do so on behalf of ESENER. No distributor, agent or employee of ESENER is authorized to make any revision, extension or addition to the warranty. If any provisions of this warranty are declared invalid or unenforceable for any reason, the remaining provisions shall not be invalidated but shall continue to be and remain of full force and effect.

Unless otherwise specified herein, to the maximum range permitted by applicable law, ESENER will not be liable for any direct, indirect, special, accidental or derivative losses caused by the purchase or use of products and its system, including but not limited to the loss of use, loss in income, actual or expected loss in revenue (including contract revenue losses), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, personal injury or damage loss, or the indirect or derivative loss or damage (including any expense arising from the replacement of equipment and property, resumption of production, etc.) caused by any reasons.

The ESENER liability from any cause whatsoever should in any event not exceed the amount of the purchase price paid by the customer for such product giving rise to the liability

6. BMS Warranty

The integrated BMS module is designed to last over 10 years, however a standard 2-year warranty is provided for the BMS and all related probes and sensors.

7. UPDATE OF WARRANTY

To the extent permitted by the applicable law, ESENER reserve the right update this warranty from time to time, and such update may be published on the official website of ESENER or sent by email or to the address of customer (if provided by customer when purchase the Products).

8. OUT OF WARRANTY

In relation to Products out of warranty, ESENER agrees to provide certain after sales service to the customer upon written request, and all the costs and expenses which include but not limited to the materials, parts or labor costs, should be borne by customer. In the case of the customer giving written notice to request the out of warranty service, the customer should provide detailed description of defects to enable ESENER to detect whether such defect may be repaired. For the avoidance of doubt, in no event will ESENER be liable for the service out of warranty, and this clause 7 will not constitute the promise of ESENER to provide any such service out of warranty.

9. Warranty claims process: In the event of a possible warranty claim, the following steps should be taken:

1. Contact your authorized retailer and advise them of the issue.
2. The retailer must send or arrange with end user to send the battery to one of our service centers.
3. The service centre will evaluate the battery and validate if the claim is substantiated.
4. The service centre might request additional information, like site and install location or a site visit etc. from the client.
5. If a claim has been validated, repairs and servicing of the battery will be performed.
6. Any replaced parts will become the property of ES Energy (Pty) Ltd.
7. It is for the client to arrange delivery and collection of the unit.

Effecting from 26 Oct. 2023

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