

Terms and Conditions of the 10-Year Components Warranty

Valid in Australia from 23 July 2021 for all **SENEC.Home V3** SENEK energy storage units with device serial numbers **AU-V3-H-xxLI10-xxxxx**.

NOTICE: Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

Please note that this components warranty (hereinafter "**Warranty**") shall apply exclusively to SENEK energy storage units (hereinafter "**Storage Unit**") sold in Australia which are coupled with a photovoltaic system subject to the following terms and conditions (hereinafter "**Warranty Conditions**").

In the event of a claim under this Warranty, SENEK Australia Pty Ltd. (ACN 125 261 029) (hereinafter "**SENEK**") shall bear the costs for repair or replacement of defective components (hereinafter "**Repair**") subject to the Warranty Conditions. Furthermore, SENEK shall bear the costs for transport (hereinafter "**Transport Costs**"), assembly or dis-assembly of the defective component or spare part (hereinafter consolidated as "**Maintenance**") for the first 5 years of the warranty period as described in clause A.(3) ("**Warranty Period**").

A. GENERAL POINTS

- (1) Subject to the exclusions in clause D, SENEK warrants to the end user of the Storage Unit (hereinafter "**Holder of the Warranty**") for the Warranty Period that the Storage Unit is free of material and processing defects which reduce the Storage Unit's functionality below the level set out in clause C(3) ("**Minimum Functionality**"), as long as the Holder of the Warranty has registered the Storage Units on mein-senec.de within 3 months of the installation date.
- (2) The Storage Unit comprises electronic components, a case and other peripheral equipment (together the "**Product**") as well as the battery incl. battery management system (together the "**Battery**"). The Battery is capable of being recharged many times, i.e. it acts as an electricity storage unit which can store electrical energy, release said energy again as needed and repeat this process multiple times, and it comprises one or more modules. Individual Product or Battery parts are hereinafter referred to as "**Components**".

- (3) The warranty of the Battery is limited to:
- a) a maximum of 12,000 complete cycles during the entire Warranty Period. The number of complete cycles set out in this clause A(3)a) remains unchanged should the Warranty Period be extended under clause A(4) ("**Warranty Extension**");
 - b) 10 years from the date of initial installation of the Storage Unit, whichever occurs first (hereinafter "**Warranty Period**"). For the purposes of this clause, a complete cycle means the entire charge and discharge of the net capacity of the Battery. Aggregated partial cycles form complete cycles. Partial cycles are the charge or discharge portions of a full cycle if full charge is not achieved.

Subject to the provision of the Australian Consumer Law, claims under this Warranty may not be made by the Holder of the Warranty once the Warranty Period for the relevant Storage Unit has expired.

- (4) It is possible to purchase an extension of the Warranty Period under clause A(3) to a maximum of 20 years. The applicable terms and conditions for such Warranty Extension are available in the "Terms and Conditions of Extension of the Components Warranty for 20 Years (optional warranty extension)" details of which are available on the SENEK website and provided at the time of purchase.
- (5) Any repair provided under this Warranty shall not extend the Warranty Period. The existing Warranty Period shall continue, but not restart, for Products, Batteries and/or Components which have been repaired or replaced under this Warranty.

B. HOW TO MAKE A CLAIM UNDER THIS WARRANTY

- (1) A claim under this Warranty may be made if the Storage Unit becomes defective within the Warranty Period. The Storage Unit shall be considered defective for the purposes of this Warranty if material and/or processing defects are present which impair its functionality ("**Defective**").
- (2) The Holder of the Warranty must make a Warranty claim to SENEK at the following address (e.g. by post or email) no later than 14 days after they detecting a defect or ought to have detected a defect:

SENEK Australia Pty. Ltd. PO BOX 1476, Osborne Park DC, WA 6916, Australia

ABN 16 125 261 029

Email: service-australia@senec.com

- (3) The Holder of the Warranty must keep the original purchase receipt of the Storage Unit for the entire Warranty Period and provide it to the SENEK when making a claim under this Warranty. If the original purchase receipt cannot be produced, SENEK shall be entitled to reject any and all Warranty claims from the Holder of the Warranty pursuant to these Warranty Conditions.

C. WARRANTY

- (1) In the event of a claim under this Warranty, SENEK shall decide whether the Defective Component should be repaired or replaced with a spare part of equal value. The claim shall be considered to have been resolved when the Storage Unit's functionality meets the Minimum Functionality. If a Defective Component is replaced, ownership of said Defective Component shall be transferred to SENEK.
- (2) Subject to any rights which the Holder of the Warranty may have under the Australian Consumer Law, any claims against SENEK extending beyond the scope of this Warranty, in particular damages claims and/or consequential damages on account of defects, e.g. due to lost profit, compensation for use and lost electricity/heating/mobility cost savings, shall not be covered by this Warranty and are thus excluded.
- (3) SENEK guarantees that the Battery can provide a usable capacity equal to 75% of the nominal capacity of 4.50 kWh / module during the warranty period. The measurement of the capacity of the Battery must be made according to the conditions listed in clause C (4).
- (4) The measurement of the nominal capacity shall be done by a member of the SENEK Australia service team by executing the capacity test through the My SENEK portal.

D. LIMITATIONS AND EXCLUSIONS TO THIS WARRANTY

The Holder of the Warranty shall not be entitled to make any claims under this Warranty, and this Warranty does not apply where the Storage Unit has become Defective in full or in part due to one of the following factors:

- (a) Use of the Storage Unit contrary to SENEK's instructions or the user guide and/or abuse and/or neglect;
- (b) Installation carried out in a manner that is improper, non-standard, or non-compliant with the SENEK's installation instructions where such installation is not carried out by SENEK;
- (c) Control, operation or storage conducted in an improper manner or contrary to the SENEK's installation instructions or user guide;
- (d) Lack of regular maintenance in compliance with SENEK's maintenance conditions — see also user guide;
- (e) Wear to moving parts and other wear and tear;
- (f) Operation with defective safety devices;
- (g) Installation outside enclosed rooms or installation of the Storage Unit in a location that is not suitable according to the data sheet/installation instructions with respect to humidity and protection;
- (h) Unauthorised modifications or repairs of any type which were not performed by a qualified electrician specifically trained for such tasks and/or were performed without the written

consent of SENEK;

- (i) Use of spare parts and accessories which do not comply with the original specifications of SENEK;
- (j) Removal of, damage to, or destruction of, the identification plate or the seal affixed by SENEK;
- (k) Non-compliance with the safety regulations and instructions contained in the installation instructions and user guide;
- (l) Failure to register the Storage Unit at my.senec.com within 3 months of the installation date;
- (m) Insufficient ventilation of the system pursuant to the user guide;
- (n) Force majeure, natural disasters and other external influences incl. exposure to unusual physical or electrical effects (e.g. impact from foreign objects, lightning strike, electrical overload, starting current, accidents, fire, flooding, strong vibration, etc.) and other circumstances beyond SENEK's control;
- (o) Pest infestation as well as other damage caused by animals;
- (p) Damage in transit;
- (q) Limitations due to changes in law/technical advancements;
- (r) Interruption to the power supply and/or internet connection where such interruption is the responsibility of the Holder of the Warranty and was not caused by a Storage Unit system hardware and/or software problem;
- (s) Overhaul, replacement or repair works undertaken prior to approval from SENEK of any claim under this Warranty; and
- (t) Defects arising due to the installation of the Storage Unit where the Storage Unit was not installed by SENEK.

E. COSTS IN CASES OF NON-JUSTIFIED WARRANTY CLAIMS

If the Holder of the Warranty makes a Warranty claim against SENEK under this Warranty and SENEK determines upon inspection of the Storage Unit that the Storage Unit is not Defective and a claim under this Warranty is not possible or an exclusion listed in clause D. applies, SENEK shall present the Holder of the Warranty with an estimate of the costs for repair work, spare parts and any other costs listed ("**Estimate**"), which the Holder of the Warranty may then either accept or refuse. Should the Holder of the Warranty accept the Estimate, the Holder of the Warranty will be responsible for payment of the SENEK's invoice for the Estimate within 4 weeks of receipt of the Estimate. The repair as outlined in the Estimate shall be performed by SENEK upon receipt of full payment. Should the Holder of the Warranty refuse the Estimate, SENEK shall be entitled to invoice the Holder of the Warranty a fee of AUD 250 (gross, i.e. including GST) for the inspection of the alleged defect Storage Unit as well as any costs incurred for assembly and/or disassembly and/or Transport Costs in the amount of AUD 0.50 per kilometre driven by the service technician commissioned by SENEK.

F. FINAL PROVISIONS

- (1) This Warranty applies separately of any warranty given by SENEK in the purchase agreement with the Holder of the Warranty and shall also not affect said warranty obligation.
- (2) Any resale of the Storage Unit by the Holder of the Warranty to a third party ("**Third Party**") must be made pursuant to a written purchase contract. Should the Storage Unit be resold by the Holder of the Warranty, this Warranty shall be passed from the Holder of the Warranty to the Third Party upon signature of the purchase contract for the remainder of the then remaining Warranty Period. The Third Party shall then be considered the new Holder of the Warranty for the purposes of these Warranty Conditions. In this case, the original Holder of the Warranty shall no longer be entitled to claim under this Warranty.
- (3) The laws of Western Australia shall apply to these Warranty Conditions exclusively without reference to any other legal system. The application of the Vienna UN Convention on Contracts for the International Sale of Goods from 11 April 1980 is excluded.
- (4) In the event that any provision of these Warranty Conditions should be or become invalid, this shall not affect the validity of the rest of the provisions. The same applies in the event that any loopholes should be contained or should arise in these Warranty Conditions.

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