

Enirgi Advance Escape Series Lithium Limited Product Warranty*

Limited Warranty Statement

Enirgi Power Storage Pty Ltd, ABN 91 002 915 326 (EPS), warrants the products listed below as supplied by it (Products), against defects in materials and/or workmanship for the periods as stated below and subject to the conditions contained herein (Conditions). We recognise that this warranty contains certain conditions that cannot be excluded under Australian Consumer Law (ACL) in addition to legal rights as stated in Consumer Guarantees Act (CGA) of New Zealand.

The liability of EPS under this warranty shall be limited to the repair or replacement of the Products, at its sole discretion, within a reasonable period, and in accordance with these Conditions.

In Australia, 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.

EPS does not accept the findings of any battery analysis and/or test performed by another battery manufacturer, distributor, or repairer in determining whether a battery supplied by it has failed under this warranty.

If EPS in its sole discretion finds that a Product has failed during the warranty period due to defects in material and/or workmanship, it may either repair such failed Product or replace it with a suitable matched new Product from the stock available from its branch network. If a Product is replaced, ownership of such replaced Product will revert to EPS, to be returned to EPS by the claimant, free from third-party claims.

Limited Warranty Period

EPS warrants the Products listed below.

Enirgi Advance Escape Series Lithium	AL-12.8-80, AL-12.8-120, AL-12.8-135FT,		
	AL-12.8-150, AL-12.8-240, AL-12.8-305		

EPS warrants the following periods as stated according to the application of the Products.

Application	Series Connection	Parallel Connection	Average Discharge	Continuous Discharge	Warranty Period ^{a,b}
			Rate	Rate	
Small RV	No	No	10A	0.2C	5 years
Large RV/Marine House	No	Possible	10A	0.5C	3 years
Marine	No	No	10A	0.2C	5 years
Electric Outboard	Possible	No	25A	0.5C	3 years
Golf cart/EV	Possible	No	15A	0.5C	3 years
Solar	Possible	Possible	15A	0.2C	3 years
4WD	Possible	Possible	10A	0.2C	5 years

- a. For private use only. See additional note for commercial use warranty.
- b. Any batteries that are <u>connected in groups</u> are only warranted for 3 years.

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Additional Note:

A standard warranty period of 12 months is offered for the commercial use of the Products unless otherwise agreed in writing. EPS will assess all applications case-by-case to determine the most suitable agreement for the parties involved.

Conditions and Limitations

The provisions of this limited warranty shall NOT apply to failures due to:

- Abuse or neglect such as:
 - Loose wiring, rusted or corroded connection hardware, improper installation, neglect, breakage, cracked covers and cases, bulged cases from heat, freezing, fire, explosion, wreckage, exposure to excessive temperatures, and the like.
- Incorrect charging (undercharging or overcharging), and the use of the battery in an uncharged condition.
- Batteries not installed, and/or operated, and/or maintained in strict compliance with the manufacturers' recommendations and instructions.
- Over discharging and/or improperly sized batteries.

Furthermore, claims will NOT be accepted:

- If the manufacturing or date codes have been destroyed or tampered with.
- If there is no credible record of purchase.
- If there is no credible proof of operation and maintenance according to the manufacturer's recommendations and instructions.
- If operated in an application in which it was NOT designed, this includes under bonnet applications.
- If non-lithium compatible charger is used to charge the product.

The User must ensure that:

- The battery is operated within limits of the product specification as issued and updated from time
- The battery is the correct technology, design, and capacity for the application
- A compatible charger capable of charging LiFePO4 cells is used at all times and is sized correctly.
- The battery is used within the temperature range specified.
- The battery is not used for any application requiring large current to start an engine.

Enirgi Power Storage reserves the right at its sole discretion to replace only single batteries that failed under warranty.

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Consequential Damages

Enirgi Power Storage or its authorised battery supplier will not be liable for any indirect, incidental, or consequential losses or damages arising out of the provision or failure to provide any benefits and services whether as a result of the negligence of Enirgi Power Storage or howsoever otherwise

Warranty Claim Procedure

- 1. Contact us within two (2) working days of discovering the failure, either by:
 - Visiting your nearest Enirgi Power Storage Branch, or
 - Calling 1-300-ENIRGI (1 300 364744), or
 - E-mailing <u>support@enirgipower.com.au</u>
- 2. Provide your **proof of purchase**, and where required by the EPS representative, proof of correct operation and maintenance, and compliance with the conditions of this warranty.
- 3. The battery may need to be taken to the nearest EPS site for testing to determine the cause of failure. Depending on the type of battery, this test can take up to five (5) working days and may involve destructive analysis, the cost of which reverts to EPS only if the claim is found to be valid.
- 4. You may be contacted should we have further questions relating to the application or usage of the battery.
- 5. You will be notified by an Enirgi Power Storage representative of the outcome of your claim within five (5) working days after completion of testing.

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