

Valid from NOV, 2016

Deep Cycle Systems Pty Ltd, Hereinafter referred to as “DCS”, provides the following

Performance Warranty

for the

DCS PV Series energy storage units

(the “Subject of the Performance Warranty”) under the following conditions.

DCS provides the end customer (hereinafter referred to as the “Customer”) with a non-transferable warranty for the Subject of the Warranty. The Customer is the natural person or legal entity which acquires the Subject for the purpose of on-site use.

The warranty for the Subject of the Warranty which DCS provides to the Customer is valid for 10 years and begins on the date of the invoice which the vendor issues to the Customer for the acquisition of the Subject of the Warranty.

DCS warrants and represents that the subject of the warranty retains at least 80% of the Nominal Energy for 10 years after the date of invoice under proper conditions of use according to the installation manual during the term of warranty. The term “Nominal Energy” herein means the initially rated capacity of the Subject of the Warranty as printed on the product labels. The precondition of the valid Performance Warranty shall be as follows;

1. The ambient temperatures during the operation of the Subject of Warranty must not fall below -5 degrees C or exceed 45 degrees C.
2. The Subject of the Warranty should not be exposed to an ambient temperature below -20 degrees C or above 65 degrees C.
3. Maximum warranted kW hours during the Warranty period is the Nominal Energy of the Subject multiplied by 3650 (total amount of days during a 10 year period);

For example a DCS PV 5.0 which has a nominal energy rating of 5.12kWh multiplied by 3650 = 18,688 kWh.

Should the subject be cycled greater than 3650 and less than 3850 than DCS warrants the subjects nominal energy to be above or equal to 60%.

4. Provided that in any event the installation of the Subject of the Warranty for the Customer shall be completed within 12 months from the date of manufacturer.

DCS’s liability under this Warranty shall be limited to the repair or replacement with new or refurbished product at DCS’s option as herein provided of any defective Subject of the Warranty which have been reported by Customer’s place of purchase under Assertion of Warranty Claims as defective, and upon verification by DCS, have been determined to be defective.

Replacement and repaired Subject of the Warranty shall be warranted for the remainder of the original warranty period. In any event, the replacement or repair shall not justify the renewal or new beginning of the warranty period.

Exclusion of Warranty:

DCS's warranty shall not cover defects or non-conformities in the Subject of the Warranty which are caused by normal wear and tear, inadequate maintenance, transportation, storage or faulty repair, misuse, neglect, accident or abuse, modification to the Subject of the Warranty by a third party other than DCS or DCS's agent approved by DCS, failure to observe the maintenance or operating instructions provided by DCS, or improper installation. The warranty shall not apply to defects caused by external influences including unusual physical or electrical stress (power failure surges, lightning, flood, fire, accidental breakage), which are not the responsibility of DCS. No warranty shall apply to any damages caused by goods to which the Subject of the Warranty is incorporated or installed into, or used together with, including any parts thereof.

EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR ANY SUBJECT OF THE WARRANTY THEREOF FURNISHED HEREUNDER. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY FOR THE SUBJECT OF THE WARRANTY.

IN NO EVENT SHALL DCS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER FOR ANY REASON (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF EQUIPMENT OR LOSS OF REVENUES) REGARDLESS OF THE LEGAL THEORY ON WHICH ANY SUCH CLAIM MAY BE MADE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Kind Regards,

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