

Zenaji Australia Pty Ltd

Product Warranty



Effective Date: 29 October 2019
Applies to: Zenaji 1.93kWh Aeon Battery

Zenaji:

20 Year, 22,000 Cycle Warranty

Zenaji Australia Pty Ltd, from here on referred to as Zenaji, warrants that:

- (1) Your battery product will be free from defects for 20 years for the 1.93 kWh battery module following its initial installation date; and
- (2) Your battery module will have an energy capacity of 1.93kWh (as per what you have purchased) on its initial installation date at 25 degrees Celsius, and will retain at least 80 percent of its energy capacity during the life of this warranty providing the total cycles of the battery does not exceed 22,000 cycles during the warranty period.

Note that this Warranty (including its duration) is subject to a number of important exclusions and limitations, as well as certain conditions being met. These are set out in detail below.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE FURTHER LEGAL RIGHTS AND REMEDIES UNDER LOCAL LAWS IN YOUR COUNTRY. THE TERMS OF THIS WARRANTY WILL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

PLEASE SEE THE DISCLOSURES RELATING TO YOUR COUNTRY IN THE APPENDIX TO THIS WARRANTY. FOR A FULL DESCRIPTION OF YOUR LEGAL RIGHTS YOU SHOULD REFER TO THE LAWS APPLICABLE IN YOUR COUNTRY.

Remedies

If your Zenaji battery fails to comply with the above Warranty, Zenaji will, at its sole discretion, either repair your battery or replace your battery with an equivalent product, or refund you the market price of an equivalent product at the time of the warranty claim.

A battery presented for repair may be replaced by a refurbished battery of the same type rather than being repaired. Refurbished parts may be used to repair your battery. If your battery is repaired or replaced under this Warranty, the remainder of the original warranty period will apply to the repaired or replacement product, subject to any rights and remedies you have under local laws in your country or region in respect of the repaired or replacement product.

What Products Are Covered?

This Warranty applies only to the battery product that

- (1) Was purchased from Zenaji or a Zenaji certified dealer in Australia or New Zealand;
- (2) Is installed in Australia or New Zealand.

Please contact Zenaji if you have any concerns regarding whether you purchased your Zenaji battery from a Zenaji certified installer.

Who Can Make a Claim?

Warranty claims can be made by or on behalf of the end user who acquired and put the Zenaji battery into use for the first time. A subsequent owner of the Zenaji battery who provides proof of ownership may also be entitled to make Warranty claims.

Limitations and Disclaimer

TO THE GREATEST EXTENT PERMITTED BY LAW, THIS WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR ZENAJI BATTERY.

Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, to the extent permitted by law, Zenaji limits the duration of and remedies for such warranties to the durations and remedies described in this Warranty. Some countries do not allow disclaimers of implied warranties or limitations on how long an implied warranty lasts, meaning the above disclaimers and limitations may not apply to you.

General Exclusions

This Warranty does not apply to any defect or energy capacity shortfall resulting from any of the following, each of which may result in your Warranty being voided:

- (i) abuse, misuse or negligence,
- (ii) accidents or Force Majeure events, including but not limited to lightning, flood, earthquake, fire, or other events outside the reasonable control of Zenaji;
- (iii) storage, installation, commissioning, modification or repair of your Zenaji battery, or opening of the external casing of your battery, that is performed by anyone other than Zenaji or a Zenaji certified installer;
- (iv) failure to operate or maintain your battery in accordance with the Owner's Manual;
- (v) any attempt to modify your battery whether by physical means, programming or otherwise, without the express written consent of Zenaji;
- (vi) removal and reinstallation of your battery at a location other than the original installation location, without the express written consent of Zenaji.

In addition, this Warranty does not cover

- (A) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance of your Zenaji battery; or
- (B) damage or deterioration that occurs after the expiration or voiding of the warranty period; or
- (C) theft of your battery or any of its components.

Temperature Effects on Zenaji Batteries and Warranties

Temperature affects the performance and longevity of a battery's usable life and Zenaji LTO batteries are no different.

It is important that you maintain your battery at normal room temperatures (22 degrees) or slightly below or the lifetime and cycle warranty will degrade and decline as per the below figures.

Temperature effects on cycles and length of time warranted.

- -40 to -10 degrees Celsius. Cycles warranted decline from 22,000 cycles by 10 cycles per day that the batteries are used at these temperatures. The warranty on time is also reduced by 10 days for each day the batteries are cycled at these temperatures.
- -10 to +5 degrees Celsius. Cycles warranted decline from 22,000 cycles by 5 cycles each day the batteries are used at these temperatures. The warranty on time is also reduced by 5 days for each day the batteries are cycled at these temperatures.
- +5 to +35 degrees Celsius. Cycles are warranted at 22,000 cycles and 20 years.
- +35 to +45 degrees Celsius. Cycles are warranted to decline from 22,000 cycles by 5 cycles each day the batteries are used at these temperatures. The warranty on time is also reduced by 5 days for each day the batteries are cycled at these temperatures.
- +45 to +60 degrees Celsius. Cycles are warranted to decline from 22,000 cycles by 10 cycles each day the batteries are used at these temperatures. The warranty on time is also reduced by 10 days for each day the batteries are cycled at these temperatures.
- Operating a battery in temperatures below -40 degrees Celsius or over +60 degrees Celsius will void your warranty.

The capacity of the battery will also decrease with colder temperatures, the battery is not warranted to continue to have the same capacity at temperatures below 5 degrees Celsius. Conversely, the capacity of your batteries is likely to increase slightly with temperature above 25 degrees Celsius but the lifespan declines, and therefore the warranted life of your battery will decline.

For all batteries located outside or located where there is no heating or cooling of the room during battery use the local Bureau of Meteorology or equivalent State or Federal authority daily temperature figures for the area will be used to determine warranty claims. For batteries located inside buildings and where human's habitat on a regular basis it will be assumed that the temperature of these batteries was maintained at a habitable room temperature unless there is information to the contrary. For the purposes of this warranty garages and like constructions are considered as outside rooms and not habitable unless constantly maintained at habitable room temperatures.

Please contact Zenaji for more information regarding temperature effects on your battery.

Failure to Register Your Zenaji Battery

In order to provide this Warranty for the twenty-year warranty period, Zenaji requires you to register your Zenaji battery and its installation with us. Please register your Battery installation with Zenaji at the website identified below.

www.zenaji.com

Modifications and Waivers

No person or entity, including a Zenaji employee or authorised representative, can modify or waive any part of this Warranty. Zenaji may occasionally offer to pay some or all of the cost of certain repairs that are not covered by this Warranty, either for specific Zenaji models or on an ad hoc, case-by-case basis. Zenaji reserves the right to do the above at any time without incurring any obligation to make a similar payment to other Zenaji battery owners.

Limitation of Liability

TO THE GREATEST EXTENT PERMITTED BY LAW, ZENAJI SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS WARRANTY, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER ZENAJI HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. TO THE GREATEST EXTENT PERMITTED BY LAW, ZENAJI'S LIABILITY ARISING OUT OF A CLAIM UNDER THIS WARRANTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR YOUR BATTERIES. SOME COUNTRIES AND REGIONS DO NOT ALLOW, OR RESTRICT, THE EXCLUSION OR LIMITATION OF DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, OR MAY ONLY APPLY TO A LIMITED EXTENT.

Limitation on Use

YOUR ZENAJI BATTERY IS NOT INTENDED FOR USE AS A PRIMARY OR BACKUP POWER SOURCE FOR LIFE-SUPPORT SYSTEMS, OTHER MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSONS OR LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. TO THE EXTENT PERMITTED BY LAW, ZENAJI DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OF YOUR ZENAJI BATTERY. FURTHER, ZENAJI RESERVES THE RIGHT TO REFUSE TO SERVICE ANY BATTERY USED FOR THESE PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ZENAJI'S SERVICE OR REFUSAL TO SERVICE YOUR BATTERY IN SUCH CIRCUMSTANCES.

Governing Law

This Warranty and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of the country or (if applicable) state or province where your Zenaji battery was first installed. If any provision of this Warranty is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the unenforceable provisions were replaced by valid, legal and enforceable provisions that come closest to Zenaji's intention underlying the invalid or unenforceable provision. The United Nations Conventions on Contracts for the International Sale of Goods (1980) shall not apply to this Warranty or any aspect of any dispute relating to this Warranty.

Claims Process

In order to make a claim under this Warranty, please contact the Zenaji certified installer who sold you your Zenaji battery. If you are unable to contact the Zenaji certified installer who sold you your battery, or if you purchased your battery directly from Zenaji, you should contact Zenaji at the email address or telephone numbers identified below.

For a warranty claim to be processed, it must include (i) proof of the original purchase of your Zenaji battery and any subsequent transfers of ownership, (ii) a description of the alleged defect(s), and (iii) your Zenaji battery serial number and original installation date. Prior to returning any Product to Zenaji, you should obtain an RMA (Return Merchandise Authorization) number from Zenaji by submitting a Service Request

Form at the link indicated below.

Zenaji Contact Details

Zenaji website for registering a Product or submitting a Service Request Form: <https://www.zenaji.com>

Zenaji email: info@zenaji.com

Zenaji address: 2 Shearson Crescent, Mentone, Victoria, Australia 3194

Zenaji telephone numbers:

Australia: +61 401 476 713

Appendix – Country Specific Disclosures

Australia

THIS WARRANTY IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT OR LIMIT ANY RIGHTS A CUSTOMER HAS UNDER THE AUSTRALIAN CONSUMER LAW. YOUR ZENAJI BATTERY COMES WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND FOR COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE YOUR ZENAJI BATTERIES REPAIRED OR REPLACED IF IT FAILS TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THESE CONSUMER GUARANTEE RIGHTS APPLY FOR A "REASONABLE PERIOD", WHICH DEPENDS UPON ALL THE RELEVANT CIRCUMSTANCES INCLUDING THE PRICE OF THE PRODUCT, THE USES TO WHICH IT HAS BEEN PUT AND THE NATURE OF THE PRODUCT.

New Zealand

THIS WARRANTY IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT OR LIMIT ANY RIGHTS A CUSTOMER HAS UNDER THE CONSUMER GUARANTEES ACT 1993 AND THE FAIR TRADING ACT 1986 (THE "NEW ZEALAND CONSUMER LAW"). IF THE PRODUCT IS ACQUIRED FOR THE PURPOSES OF A BUSINESS THEN THE CONSUMER GUARANTEES ACT 1993 SHALL NOT APPLY. YOUR RIGHTS UNDER NEW ZEALAND CONSUMER LAW MAY ALSO APPLY ANY REPAIRED OR REPLACEMENT ZENAJI BATTERY.