

WARRANTY TERMS AND CONDITIONS

Valid from 08/2016 until updated by BEIJING HUA XIN LIU HE INVESTMENT (AUSTRALIA) PTY LTD, (hereinafter referred to as "Solarbatt").

This warranty letter is specifically for the Kratos, Kratos hereinafter referred to as "Product" of Customer which is sold by Solarbatt.

Following warranty service is provided for the Product:

1 Applicable region

The warranty is only applicable to Kratos Products which will be sold to Australia market.

2 Warranty period

Unless otherwise specified herein, the commencement time and period of the warranty shall be as follows:

The warranty shall commence from date of invoice issued by Solarbatt.

- 2.1 Warranty period: 10 years.
- 2.2 Warranty of performance

Battery Capacity Warranty: Battery Capacity performance of the Product at least sixty percent (60%) of battery's net capacity (usable capacity) for a period of ten (10) years after the Installation date.

If the battery is within capacity warranty period and the battery capacity is lower than 60% of net capacity, verified by personnel recognized or authorized by Solarbatt, Solarbatt agrees to provide product replacement or repair subject to conditions of this warranty document.

3 Preconditions for warranty

For any warranty service the following preconditions shall be met:

- 3.1 Product shall fall within the warranty period.
- 3.2 Any system failure, fault or warning information must be reported to Solarbatt or authorized service partner within 2 weeks of appearance.
- 3.3 Product shall be installed by personnel recognized or authorized as a service partner.
- 3.4 Customer shall correctly operate and use the system according to user manual and installation manual.
- 3.5 Customer shall provide product serial number and invoice.

Provided that in any event the installation of the Subject of the Warranty for the Customer shall be completed within three (3) months from the date of sales date of the Subject of the Warranty.



- 3.6 The ambient temperature during the operation of the product must not exceed 0 $^{\circ}$ C $^{\circ}$ 40 $^{\circ}$ C; and the product of the Warranty should not be exposed to or to be stored in a temperature higher than 55 $^{\circ}$ C;
- 3.7 The product can be installed and operated in household or some commercial applications where the usage is similar to household energy storage applications with a maximum of one full cycle per day. The warranty will be voided if usage exceeds above energy storage applications. And the system will not be installed unsuitable environments (refer to the installation guide and specifications for the requirements).
- 3.8 The B10L must be operated with a battery inverter approved by Solarbatt. (Compare with compatibility list from Solarbatt).
- 3.9 In the event that any product covered by the warranty is deemed by Solarbatt to be defective or non-conforming, Solarbatt shall replace or repair the defective or non-conforming product at its own discretion. Any maintenance or replacement shall not be deemed as extension or recalculation of the original warranty period.
- 3.10 Solarbatt will be responsible for the reasonable repair or replacement in connection with such non-conforming or defective Product. Solarbatt reserves the ownership of the replaced products. Unless otherwise agreed by Solarbatt, the replaced products shall be returned by the customer to a location designated by Solarbatt in the same or allowable package within 3 weeks.
- 3.11 Provided that Solarbatt has discontinued the manufacture of the Product in issue at the time the related warranty claim and confirmed by Solarbatt, Solarbatt may, at its sole discretion, replace it with a different type of product (of mutually agreed size, color, shape and/or power) or refund the original Solarbatt wholesale purchase price prorated by the days of the relevant Warranty Period remaining. Replacement of products may not be completely new but of equivalent quality and specification of the original product.

4 Exception of Warranty

- 4.1 Damage and defect caused to products due to improper use, misuse, abuse, accident which non-conforming with user manual.
- 4.2 Damage caused during transport, incorrect product installation, removal or exceeding of the rated temperature range during use.
- 4.3 Connection with un-approved Inverter or equipment, used in combination with faulty devices or devices with safety issues.
- 4.4 Product has been arbitrarily modified or its function changed without authorization from Solarbatt.
- 4.5 Damage caused to product due to maintenance and other services conducted by agents not authorized by Solarbatt



- 4.6 Customer fails to provide correct product serial number or product serial number is undecipherable or modified without permission.
- 4.7 Product damage caused by any other 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.
- 4.8 Product damage caused by customer deliberate or willful acts.
- 4.9 Failure to report warranty issue within 2 weeks of appearance.

5 Duty explanation

- 5.1 Solarbatt shall not be responsible of any guarantee and or promises provided to a customer by a third party which is not covered by this warranty letter.
- 5.2 Solarbatt may assign or transfer its obligation under this warranty letter to any third party or delegate any third party on behalf of Solarbatt to perform its obligation by giving written notice to the customer.
- 5.3 Solarbatt shall be responsible for Solarbatt products, including but not limited to provide replace, repair, maintenance, training, technical support and replacement to customer.

6 Non-Applicability of warranty claim

In case a warranty claim is reported which shows not to be valid, the costs incurred by Solarbatt and or installer due to this non-applicability of warranty claim are to be covered by the customer.

7 Warranty restriction

Unless otherwise specified herein, to the extent permitted by applicable law, the Warranty letter and above remedies shall be exclusive and replace all other guarantees and remedies, oral or in writing, expressed or implied. To the extent permitted by applicable law, Solarbatt expressly reject any and all legal or implied warranty, including but not limited to warranties of merchantability, fitness for a particular purpose and hidden or potential defects. If Solarbatt cannot abandon implied warranty as prescribed by applicable law or the guarantee specified by applicable laws, all of such guarantees and warranties shall limit to implied warranty as prescribed by applicable law or the scope within applicable laws and shall be under mandatory application according to applicable law. No distributor, agent or staff of Solarbatt is authorized to make any revision, extension or addition to the warranty. The legality and enforceability of remaining clauses herein shall not be affected or damaged if any of clauses herein is adjudged to be illegal or unenforceable.

Unless otherwise specified herein, to the maximum range permitted by applicable law, Solarbatt shall 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.

SOLARBATT'S LIABILITY FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY CUSTOMER TO SOLARBATT FOR SUCH PRODUCT GIVING RISE TO THE LIABILITY.

8 Contact

If you have any enquiries or technical problems regarding on Solarbatt Kratos product, please contact our Customer Service via the details below.

BEIJING HUA XIN LIU HE INVESTMENT (AUSTRALIA) PTY LTD

Zeus Appollo Solar (Perth)

789 Wellington St

West Perth WA 6005

Ph (08)6311 9906

Zeus Appollo Solar (Brisbane)

32 Crockford St

Banyo QLD 4069

Ph (07) 3123 6148

Email: bris@zeusappollosolar.com.au
Email: bris@zeusappollosolar.com.au

To receive customer support, the following information is required.

Product Model: Serial Number:

Connected PV module type and number:

Inverter Model number:

Installation date: