Warranty conditions for Soluna 15K HV

Important note: relates to products purchased in Australia

If you have purchased a product from Soluna Australia Pty Ltd ACN 634 963 296 ('Soluna Australia') in Australia, this warranty is provided in addition to your statutory rights. Nothing in this warranty is intended to exclude your rights under the Australian Consumer Law.

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 for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if they fail to be of acceptable quality and the failure does not amount to a major failure.

1. Warranty

Soluna Australia ('We' or 'Us') provides to you (the 'Customer') with a voluntary product warranty in respect of the following product (the 'Product') supplied by Us in Australia and New Zealand: **Soluna 15K HV**.

2. Product Warranty

During the warranty period We warrant that We will repair or replace (at our option) a Product or any part thereof if such Product is faulty or defective ('Product Warranty').

Subject to clause 11, this the Product Warranty applies for a period of **10 years** from the date of original purchase for the Product from Us ('Warranty Period').

A Product is faulty or defective if we are reasonably satisfied that it is inoperable because of defects in material or workmanship. We may be required to inspect a Product to establish that it is faulty or defective. If We elect to replace a Product, We will endeavour to replace the Product with an identical Product. However, due to technological advancements, that Product may not be available. In such cases We will supply another type of product of at least the same value and standard, although the replacement product may be a different size, shape, colour and/or capacity. Due to technical advances, it is possible that replacement parts or components may not be compatible with the other components already installed. Any costs relating to the incompatibility of systems are not covered by this Warranty.

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3. Battery Performance Warranty

Subject to clause to clause 11, We warrant that the Soluna 15K Pack HV will retain at least 80% of its usable capacity ('Battery Performance Warranty') for the period commencing on either the date of installation or the earlier of the following:

(i) the date that is 120 months after the date of installation;
(ii) the date that is 3 months after the Product was sold to an installer or distributor, or
(iii) the date that the total energy of 2.92 MWh per kWh usable capacity has been dispatched from the battery ('Battery Performance Warranty Period').

During the Battery Performance Warranty Period We warrant that We will repair or replace (at our option) a Product or any part thereof if such Product fails to comply with the Battery Performance Warranty.

4. Conditions

The Product Warranty and Battery Performance Warranty (together the 'Warranty') only apply where a Product has been installed and commissioned by a properly licensed and authorised battery installer to the relevant standards, in accordance with both the installation manual and the *Clean Energy Council Best Practice Guidelines*. The installer provides a commissioning report, signed by the Customer and the installer, for product commissioning and handling instructions. Proof of correct installation and commissioning of the Product (such as a certificate of compliance) may be required.

The original serial number and rating label of the Product must be intact and readable. This Warranty only applies to a Product purchased by a Customer from Us directly or from an authorised reseller.

Any claim under this Warranty must meet the requirements set out in clause 7 below.

5. Exclusions

This Warranty does not apply to a Product defect or fault arising from:

- storage, handling, installation (or removal and/or reinstallation) or commissioning of the Product other than in accordance with instructions provided by Us, applicable safety regulations and/or without reasonable care, including installation of a Product that is of an inappropriate size or type for the intended purpose;
- the operation, use or maintenance of the Product other than in accordance with instructions provided by Us or without reasonable care (including failure to maintain/clean the Product in accordance with recommendations in the instruction/operation manual);
- accidental damage, theft or vandalism, or use of the Product for a purpose or in environmental conditions for which the Product was not designed or sold, or use of the Product outside the specified or normal operating ranges for such Product;
- changes that occur in the condition or operational performance of the Product due to climate or other environmental influences, foreign material contamination (such as dirt, smoke, salt, chemicals and/or other impurities), ingress of moisture, exposure to excessive heat or solvents or use of the Product with insufficient ventilation (in particular, above maximum temperatures according to the operating manual), exposure to strong vibrations, exposure to a strong magnetic field or damage resulting from a *force majeure* event;
- normal wear and tear or where replacement or repair of parts would be included in normal maintenance or service of the Product, or where the damage is only to the surface coating, varnish or enamel;

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- repairs, alterations or modifications to the Product performed by a third party and not authorised by Us;
- the use of any spare part/s not manufactured, sold or approved by Us in connection with the repair or replacement of the Product, or as a result of the interconnection of the Product with the products of another manufacturer, or as a result of any other defective or malfunctioning parts in the system into which the Product was installed;
- continued use of the Product after it is known (or ought to have been known with regular servicing) that the Product is faulty or defective, or:
- where the nameplate or serial number of the Product has been modified, altered or is not legible;
- damage has occurred during transportation of the Product, or
- other damage not affecting energy generation and of a visual nature only (such as surface scratching) has occurred.

This Warranty **does not apply** to any Products that have been:

- entirely or partially disassembled or modified, except where such disassembly is carried out by Us, or
- damaged by fire, water, biological infestations, acts of nature or input voltage that creates operating conditions beyond the maximum or minimum limits specified in the product specification.

This Warranty **does not cover**:

- any costs incurred by the Customer or the installer in normal or scheduled maintenance of the Product;
- any other expenses, such as transportation, travelling and the accommodation costs of personnel, etc.;
- subject to any law to the contrary, any damage to property, personal injury, direct or indirect loss, any consequential losses or other expenses arising from breach of this Warranty.

Deliveries to incorrect addresses, damaged packing and transit damage claims are covered by this Warranty. Such cases should be referred to Customer Service on www.soluna.com.au.

6. Transfer of Warranty and Warranty of replacement Products

Where a Product is replaced or repaired under this Warranty, the balance of the original warranty period will apply to the replaced or repaired products. The replacement Product or part(s) do(es) not carry a new voluntary warranty.

During the Warranty Period, this Warranty is transferrable from the Customer to a different owner, provided that:

- the Customer transfers ownership of the Product at the same time that it transfers the right to occupy the premises at which the Product is installed (the 'Original Location'), and the Product remains installed at the Original Location.

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7. How to make a Warranty claim

If a Product becomes defective or faulty during the Warranty Period, the Customer must immediately stop using the Product or the system in which the Product is installed by isolating the Product from any energy source. The Customer must notify Us of the defect or failure as soon as possible and follow all instructions provided by Us, or our representative or agent.

To make a claim under this Warranty, the Customer must contact us by email to service@soluna.com.au and provide the following information.

- The Customer's name, address, postcode and a telephone number on which the Customer can be contacted.
- The model designation and serial number of the Product (both can be found on the Product).
- Proof of purchase of the Product, including the date of purchase and address of the supplier.
- The date of installation and the installation address.
- A signed commissioning report or protocol.
- The contact details of the installer.
- A complete and detailed list of observed faults and any other information that could help with analysis of the fault (such as any modification/s to the Product).

Following receipt of a replacement Product, the Customer must return the defective or faulty Product to Us in the same packaging material used to send the replacement Product. We will supply all labels, documentation and freight details for return of the original, defective or faulty Product. The defective or faulty Product must be returned within 10 working days of receipt of the replacement Product. A qualified installer must be available for the unit exchange and recommissioning.

8. Costs of submitting a Warranty claim

If We accept a Customer's claim under this Warranty We will pay or reimburse the reasonable costs associated with the making of the Warranty claim, including:

- warranty processing costs;
- the cost of replacement parts and/or freight, and
- labour costs associated with removal of the defective or faulty Product and installation of the replacement Product, limited to a maximum of AU$180 plus GST per claim.

Reimbursement for necessary and reasonably incurred costs in making a valid claim under this Warranty may be claimed from Us upon provision of documentary evidence of those costs. If We do not accept a Customer's claim under this Warranty, the Customer must pay all costs incurred in making the Warranty claim, including the cost of transport or return freight.

9. Deadlines for submitting Warranty claims

We aim to rectify genuine quality problems as a matter of priority. This is generally achieved by investigating why faults or defects have occurred and by introducing immediate corrective measures to prevent a recurrence of the issue. It is therefore critical that all claims under this Warranty are submitted promptly to Us, as soon as possible after the Product fails and, in any event, within 3 months of the date that the Customer became aware of the fault or defect, or ought to have been aware of the fault or defect if the Customer had exercised reasonable care and diligence and complied with the user manual/all instructions. No consideration will be given to claims submitted under this Warranty after that 3-month period.

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10. Product liability and Product safety

We should be informed immediately of any potential Product safety concerns, whether within or outside the Warranty period. We are aware of our Product liability and Product safety obligations and responsibilities and aim to ensure that all appropriate Product safety standards are met, in order to avoid injury, loss and/or damage caused by defects in any Product.

11. Terms of Warranty if the system is not connected to internet

The Customer must ensure that the system into which a Product is installed is continuously connected to a reliable internet connection, to allow monitoring of the system. Where a Warranty claim is made in respect of a Product installed in a system that has no reliable internet connection, the installer or the Customer concerned must organise qualified personnel to conduct an onsite inspection and collect data under the instructions of Soluna Australia. We monitor systems and inform end Customers via the internet in the event of defects in the material or workmanship of a Product within the Warranty period.

For systems with no internet connection, the Customer should inform Us immediately if a Product qualifies for repair or replacement under this Warranty. If the Customer fails to comply with the requirement to ensure that the system in which the Product is installed remains connected to the internet, then the Warranty does not apply for the Warranty Period but instead applies for the period of **3 years** from the date of the original purchase of the Product from Us.

Miscellaneous

This Warranty shall form part of the purchase contract in respect of the Product between Us and the end-user and shall be complied with by both parties.

The terms of this Warranty cannot be amended except in writing by one of our authorised officers.

Importer's contact details

Soluna Australia Pty Ltd offers this warranty.
1/677 Murray Street
West Perth 6005
service@soluna.com.au
www.soluna.com.au

Callers within Australia should ring 1300 126 888.

Manufacturer's contact details

DLG Energy (Shanghai) Co., Ltd
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