

Warranty Statement-Fusion ESS

Fusion ESS batteries 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.

All claims are subject to Superstart Batteries standard testing procedures by its authorized representatives. Should a battery be deemed defective due to a manufacturing fault and is within its applicable warranty period; it will be replaced with an equivalent battery free of charge. Proof of purchase is required. The warranty period is not renewed or extended as a result of a repair or replacement. The warranty is not transferable and is only offered to the original end user of the product.

Warranty Period

Superstart Batteries warrants that the Product will be free of defects caused by improper workmanship or defective materials.

This warranty commences the period of **10 years** from the earlier of three (3) months after the manufacturing date or from the date of sale to the end customer, whichever occurs first.

(Warranty Period) subject to the conditions in clause 7.1 and the Exclusions in clause 7.3. This warranty does not include any accessories and tool kit items provided with the Product.

Superstart Batteries will repair or replace the Product if the Product is defective and returned during the Warranty Period at its own discretions through its distributors.

Warranty will be void if the defect or fault is caused by:

- Inverter or charger failure;
- The Product being installed with inverters or charger which have not been certified by Superstart Batteries
- Improper or negligent product treatment or in any other inappropriate way, including using the Product outside the recommended ambient temperature condition in accordance with the Product Instructions;
- Transportation, including but not limited by dropping, trampling, deforming, impacting, or spearing with a sharp item;
- Storage, installation, commissioning, modification or repair of the Product that has been performed by a person other than Superstart Batteries;
- Abuse, misuse, negligence, accidents or force major events, including but not limited to lightning, flood, fire, extreme cold weather, or other events outside the control of Superstart Batteries;
- Any attempt to extend or reduce the life of the product without written confirmation from Superstart Batteries, whether by physical means, programming or other;
- Removal and reinstallation at another place from the original installation without the written confirmation from Superstart Batteries;
- Water, conductive dust or corrosive gas;
- The Product has been connected with different types battery modules;
- Failure to install, operate or maintain the product in accordance with the Product Instructions;
- Normal wear and tear or deterioration, or superficial defects, dents or marks that impact the performance of the Product and theft or vandalism of the Product or any of its components.
- Usage of battery outside recommended temperature limits. The battery can be operated at low temperature (0-15 °C) but the capacity will attenuate accordingly, this reduction in operating life is not covered under the warranty terms. Usage above 45 °C as well will reduce considerably life and is not covered under the warranty terms.

Warranty does not include:

- Normal maintenance costs
- Labour costs
- Transit costs (if the product has to be sent back to us)
- To the extent permitted by law, any damage to property, personal injury, direct or indirect loss, consequential losses or other expenses
- Changes in the condition or operational qualities of the product, resulting from incorrect storage, fitment, application, maintenance, environmental factors, or other influences

Warranty Condition

The warranties in respect of the Product only apply if the Product:

- Battery Is purchased from Superstart Batteries PTY LTD.
- Has the official original manufacturer serial number still present and attached to the battery.
- Has been installed in an approved geography covered by this warranty.
- The battery PACK is covered under a 10 years manufacturer's defect warranty or 2,000 cycles. Whichever is reached first. (A cycle as defined by a max SOC of 80% under 0.5C charging and 0.5C discharging conditions)
- The average discharge current should never exceed 0.8C (100A) during the life of the battery, and the peak value should not exceed 120A @ <2S.
- Is installed by personnel adequately qualified for the installation of Lithium storage modules.
- System installed, operated, and maintained in accordance with the ProductInstructions; and Operations/Installation manual.
- Used on a single daily cycle basis and only for energy storage system,
- If Batteries operate in an open loop (no communication with Inverters), including on grid or off grid applications, the inverter settings must be confirmed by Superstart Batteries PTY LTD.
- Battery pack should be operated in an environment of 15 ~ 36°C under regular use circumstances, and must never be operated in an environment of more than 45°C, otherwise it will reduce battery life considerably.
- The warranty would be voided if the defect in or failure of the Product's performance is attributable to your misuse, abuse, accident, incorrect installation, incorrect inverter settings, overloading or non-observance of the Product technical specifications.
- Adequate calibre wiring has been used for the installation of the battery modules.
- Supplied communications cables are employed for inter-module communication.
- The installation is performed according to the Battery cabinet IP rating in a clean and well insulated/ventilated room.

How to lodge a claim:

If you believe your product to be defective due to a manufacturing fault please contact Fusion ESS directly. If the product is confirmed as defective we will repair or replace it under the terms of the relevant warranty. Fees apply for warranties or transport costs to send a replaced or repaired product. If a product is deemed by our testing not to be faulty, you have the choice to have the product returned at your cost.

To make a claim to Fusion Batteries directly, please contact:

Address: Superstart Batteries PTY LTD Unit 30/76 Hume Highway LANSVALE Unit 30/76 Hume Highway LANSVALE
NSW 2166 AUSTRALIA

Telephone : (02) 9755 7851

email: solar@superstart.com.au

Superstart Batteries may contact you for further information regarding a defect. Fusion ESS may require You to complete root analysis testing of the Product to provide evidence supporting the claim. Final verification of the claim will be made by Superstart Batteries.

If You dispute Fusion Batteries verification of the claim, the Product must be evaluated by Australian government certified testing lab or a certified 3rd party testing company. You will bear the cost of any 3rd party evaluation service charge. If any testing of the Product's capacity is required, the testing must occur in the following conditions