

WARRANTY TERMS & CONDITIONS

Microgrid Energy Pty Ltd (**Microgrid**) gives the following limited standard warranty against defects as set out in these terms and conditions (**Limited Warranty**). This warranty is applicable only in Australia for Microgrid lithium battery energy storage systems (**Battery TC B05 III**) and hybrid inverters (**Inverter TCI X5.0 III**).

Microgrid's warranties are provided solely to the original purchaser of the Battery and/or Inverter (**Purchaser**), where the Purchaser is a distributor, solar retailer, accredited electrician (**Installer**), who on-supplies the Battery and/or Inverter to another party, that other- party (**End- User**). Microgrid warranties are not otherwise transferable

Warranty

The Battery and/or Inverter must be used in accordance with the operating conditions set out in the specification and the installation manual provided by Microgrid. Subject to such compliance, Microgrid warrants that the Battery and/or Inverter will be free from defects in materials and workmanship for a period of ten (10) years from the first-time installation date (**Warranty Commencement Date**), at no cost to the customer.

10 Year Limited Performance Warranty

The performance warranty guarantees that the Battery maintains at least 80% of the initial Battery's capacity over the period of ten years from the Warranty Commencement Date.

For any Battery repaired or replaced under the Warranty, the remaining warranty period of the original Battery will be transferred to the replacement Battery. Microgrid will register the transfer of the warranty entitlement.

Exclusions

This Limited Warranty does **not** cover any defects arising from the following:

- use of inverters or converters that is incompatible with the Battery;
- failure to follow Microgrid's operating instructions, installation guide, or maintenance requirements;
- non-compliance with applicable safety standards in relation to the Battery and/or Inverter;
- incorrect installation or commissioning of the Battery and/or Inverter;
- any repair work carried out without Microgrid's authorisation;
- misuse, improper use, or external factors beyond Microgrid's control (including but not limited to accidents or lightning strikes or environmental factors);
- inadequate ventilation of the Battery and/or Inverter;
- damage during the transportation of the Battery and/or Inverter;
- a force majeure (e.g. war, crime, natural disasters, etc.); and
- flaws that do not adversely affect the proper functioning of the Battery and/or Inverter (e.g. cosmetic defects, and wear and tear).

Warranty Claim Process

In the event of a fault, the End User must first contact the Installer from whom the Battery system and/or Inverter was purchased to undertake initial troubleshooting and, if necessary, liaise with Microgrid. Where a fault is suspected, Microgrid may require the submission of a warranty claim outlining the reasons for the claim.

The End User or Installer (the “**Claimant**”) must notify Microgrid in writing to support@microgridenergy.com.au and provide the following:

- a copy of the invoice, receipt, commissioning report, or other acceptable proof of purchase or installation date for the Battery and/or Inverter; and
- current contact details for the Claimant.

Microgrid may reject a warranty claim if:

- the Claimant fails to meet the above requirements;
- the Battery and/or Inverter has been replaced without Microgrid’s prior written consent; or
- Microgrid is not satisfied that the defect arose from defective materials or workmanship.

Where Microgrid determines that the Battery and/or Inverter is free from defects in materials or workmanship, it may recover from the Claimant any costs incurred in relation to the assessment of the claim.

Limitations of Liability

To the maximum extent permitted by law: Our liability under this warranty is limited to the repair or replacement of the Battery and/or Inverter. We are not liable for any incidental or consequential damages, including lost profits or downtime

Australian Consumer Law

This warranty is provided in addition to, and does not limit or replace, any statutory rights available to consumers. 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 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 major failure.

7. Manufacturer Details

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