

# BlackMax Battery System Warranty Schedule

EFFECTIVE FOR SYSTEMS PURCHASED: 2018-2020

## 1 Application

- 1.1 Battery Systems. This Warranty applies to the Red Earth Energy Storage Ltd (**RedEarth**) Battery Systems set out in the Warranty Schedule attached to this Warranty.
- 1.2 Place and time. The Warranty only applies to Battery Systems installed within Australia after the Effective Date stated in the top right corner of this page.

## 2 Warranty

- 2.1 Defects and performance. RedEarth warrants that your Battery System will:
- be free from defects during the Warranty Period; and
  - have Nominal Energy Capacity at initial installation as set out in the Warranty Schedule; and
  - have Retained Energy Capacity at the end of the Warranty Period as set out in the Warranty Schedule.
- 2.2 Warranty Period. The Warranty Period runs from initial installation until the earlier of:
- 5 years after initial installation.
- 2.3 Measuring capacity. Nominal Energy Capacity and Retained Energy Capacity shall be measured in conditions and using methods specified in the applicable Data Sheet set out in the Warranty Schedule.

## 3 Remedies

- 3.1 Repair, replace or refund. If your Battery System fails to comply with the Warranty, RedEarth will, in its absolute discretion,

either:

- repair your Battery System;
- replace your Battery system with an equivalent product;
- supplement your Battery system; or
- refund you an amount equal to the original purchase price multiplied by the ratio of Throughput Shortfall (being Minimum Throughput less total throughput to date) to Minimum Throughput.

- 3.2 Parts. Repair, replacement or supplementation under this Warranty may be conducted using new, reconditioned or substitute parts of similar quality and with similar performance.

- 3.3 Remaining Warranty Period. In the event of repair, replacement or supplementation under this Warranty, the remainder of the original Warranty Period will apply to any repaired, replacement or supplementary product.

## 4 No other warranties or remedies

- 4.1 Disclaimer. To the maximum extent permitted by law, except as expressly stated in this Warranty, RedEarth disclaims all warranties, conditions, representations, guarantees or remedies (including warranties about merchantability, fitness for purpose or latent defects) in connection with your Battery System, whether written, oral express, implied or statutory.

- 4.2 Limitation. If the disclaimer above is ineffective, to the maximum extent

permitted by law, RedEarth limits the duration of and remedies for any other warranty, condition, representation or guarantee to the duration and remedies described in this Warranty.

## **5 Exclusions**

5.1 No application. This Warranty does not apply to any defect or shortfall in Nominal Energy Capacity or Retained Energy Capacity arising from:

- a) transport, storage, handling, installation, commissioning, modification, operation, maintenance, service or repair of your Battery System other than in line with the applicable Installation Manual and User Manual as published at website [www.redearth.energy](http://www.redearth.energy) and updated from time to time;
- b) installation, commissioning, modification, service or repair of your Battery System other than by a technician authorised by RedEarth;
- c) installation by a non-qualified person;
- d) failure to operate, maintain or arrange service of your Battery System in line with the User Manual;
- e) use of your Battery System in conjunction with plant, equipment or components described as incompatible (or in similar terms) by the User Manual;
- f) user of your Battery System in or exposure of your Battery System to weather, climates or site conditions described as unsuitable (or in similar terms) by the User Manual;
- g) use in a mobile application;
- h) abuse, misuse, recklessness or negligence; or
- i) events and their effects beyond the reasonable control of RedEarth (such as lightning, flood, cyclone, fire or power

or voltage surges).

5.2 No cover. This Warranty does not cover:

- a) fair wear and tear;
- b) degradation of consumable components;
- c) scratches, stains, moulds, dents or marks that do not have, or corrosion or weathering that does not have an adverse impact on performance;
- d) noise or vibration that does not have, an adverse impact on performance;
- e) theft (including theft of components); or
- f) damage or deterioration that occurs after expiration or voiding of the Warranty Period.

## **6 Requirements and restrictions**

6.1 No unintended use. Your Battery System is not intended for use as a primary or back-up power source for life-support systems, other medical or in any other circumstance where product failure could cause or contribute to personal injury or serious property damage. RedEarth reserves the right to refuse to service your Battery System if it is used in these ways, and disclaims all liability arising from its service or refusal to service in such circumstances.

## **7 Limitation of liability**

7.1 No consequential loss. To the maximum extent permitted by law, RedEarth will not be liable for any consequential, incidental, indirect, exemplary, punitive or special damages in connection with the Battery System, regardless of the form of action and whether RedEarth had been informed about or might have anticipated the possibility, probability or magnitude of such loss or damage. For clarity, RedEarth will not be liable for loss (including loss by a third party) of use, enjoyment, convenience, production,

contracts, revenue, profit, reputation, data or opportunity to earn, build or use the foregoing items or increased operating costs (including the cost of procuring substitute equipment or services) or financing costs.

7.2 Liability limit. To the maximum extent permitted by law, RedEarth’s total liability (under contract, tort, statute or otherwise) to you in connection with this agreement is limited to the amount paid for your Battery System plus transport costs reimbursable to you under this Warranty.

## 8 Further rights and remedies

8.1 Local law. This Warranty gives you specific rights and its terms apply to the maximum extent permitted by applicable law; however, you may have further rights or remedies under the law of your country, state or province. For example, some jurisdictions may not permit disclaimers or limitations of liability, and some of these may not apply to you.

8.2 Australian Consumer Law. Nothing in this agreement limits the Australian Consumer Law (being schedule 2 to the *Competition and Consumer Act 2010* (Cth)). In line with the Australian Consumer Law, set out below in italics is prescribed wording that applies to certain customers, and which does not give you any rights you do not otherwise have.

*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 a major failure.*

## 9 Claim process

9.1 Contact authorised dealer. To make a claim under this Warranty, you should first contact the authorised dealer who sold you your Battery System.

9.2 Contact RedEarth. If you did not purchase your Battery System from an authorised dealer, or if you purchased it directly from RedEarth, you should contact RedEarth by means set out in the table immediately below, as updated from time to time and published at website [www.redearth.energy](http://www.redearth.energy).

RedEarth Contact Details	
Address	15 Fienta Place Darra, Brisbane, QLD 4076 AUSTRALIA
Email	info@redearth.energy
Phone	(07) 3279 6707 +61 7 3279 6707

9.3 Provide details. In order to be processed, your claim needs to include:

- a) proof of original purchase of your Battery System from RedEarth or an authorised dealer;
- b) proof of any subsequent transfers of ownership;
- c) description of alleged defects(s);
- d) your Battery System’s serial number;
- e) date and location of original installation; and
- f) name and contact details of authorised installer.

9.4 Remote access. RedEarth may require remote access to your Battery System in order to assess your claim or perform updates or repairs.

9.5 Returns. Before returning your Battery System or any product, you should obtain a

Return Authorisation (aka RA) number from RedEarth.

9.6 Repairs. RedEarth will endeavour to diagnose and repair your system remotely. If necessary RedEarth may require a Technician to repair the system on-site. RedEarth will pay for all parts and labour associated with the repair and up to a maximum amount of \$200.00 (being Australian Dollars) for travel costs to site. If your claim is not covered, you will pay for or reimburse RedEarth's transport, inspection, testing and analysis costs arising from your claim.

9.7 Transport. When on-site repair is not responsibly practical you may need to arrange transport of your Battery System to and from RedEarth in line with the RA process. If your claim is covered, RedEarth will pay for or reimburse you transport costs arising from your claim up to a maximum amount of \$200.00 (being Australian Dollars). If your claim is not covered, you will pay for or reimburse RedEarth's transport, inspection, testing and analysis costs arising from your claim.

## 10 Miscellaneous

10.1 Interpretation. In this Warranty:

- a) headings, sub-headings, underlined text, headers and footers are for convenience only and do not form part of this agreement or affect its interpretation;
- b) 'includes', 'included', 'including', 'such as', 'particularly', 'especially' and similar words or expressions are not words or expressions of limitation.

10.2 Modification and waiver. No person, company or other entity, including an employee or authorised representative of RedEarth, can modify or waive this Warranty

or any part of it. RedEarth reserves the right to make payments or provide other assistance in circumstances not covered by this Warranty, either across Battery System models or on a case-by-case basis, without incurring any liability or other obligation to do the same by other Battery System owners.

10.3 Severability. Where any part of this Warranty is or becomes illegal, invalid, unenforceable or void, such part shall be read down to the minimum extent required to cure such shortcoming, and the rest of this Warranty, shall be, governed by the laws of Queensland, without giving effect to conflict of laws legislation. The United Nations Convention on Contracts for the International Sale of Goods (1980) (aka UNCISG) does not apply to this Warranty. To the maximum extent permitted by law, persons claiming under this Warranty will submit to the non-exclusive jurisdiction of the courts of Queensland and courts able to hear appeals from such courts.