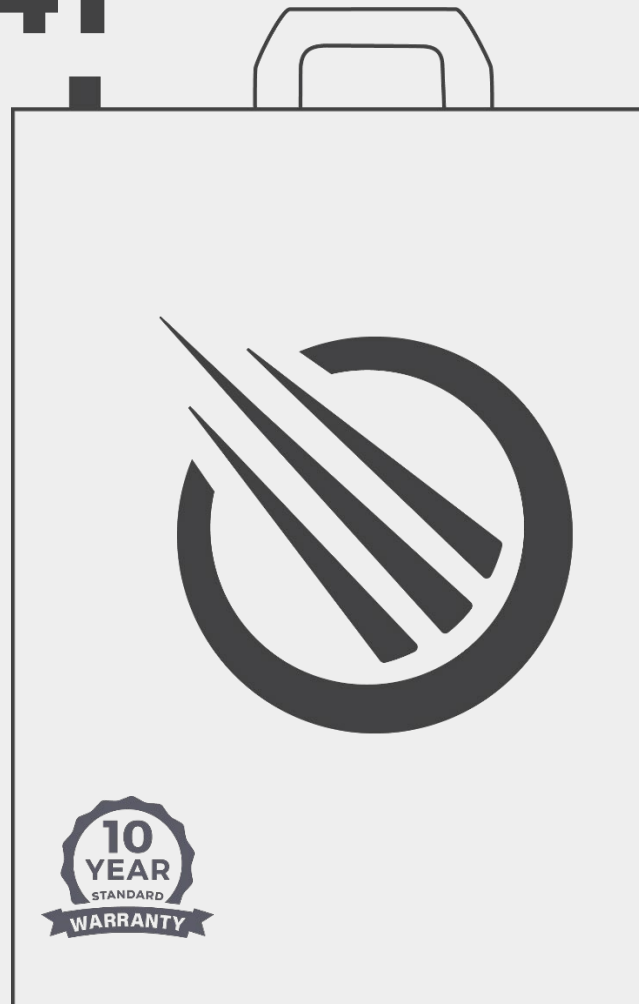


10 Year Warranty

Tropo-4841

RedEarth TROPPO-4841 LFP Battery
Terms and Conditions
Effective for systems purchased from 1 Jan 2021



Troppo-4841 Battery 10 Year Warranty

Effective for systems purchased from: 1 January 2021

1. Product: Troppo-4841 battery

1.1 This Warranty applies to the Troppo-4841 battery manufactured by Red Earth Energy Storage Ltd (**RedEarth**) and installed from 1 Jan 2021.

2. Warranty: 10-years

2.1 RedEarth warrants that your Troppo-4841 battery will:

- (a) be free from defects in materials and workmanship for 10 years from the date of installation; and
- (b) it will retain 80% of its initial capacity for 10 years from initial installation OR until it reaches a minimum energy throughput of 12MWh, whichever comes first.

3. Who can make a claim?

3.1 Warranty claims can be made by or on behalf of the end user who acquired the Troppo-4841 battery. A subsequent owner of the Troppo-4841 battery who provides proof of ownership is also entitled to make warranty claims.

4. Australian Consumer Law

4.1 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 of 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.

5. Your warranty

If your Troppo-4841 battery develops a fault during the warranty period RedEarth will, in its absolute discretion, either:

- repair your Troppo-4841 battery;
- replace your Troppo-4841 battery with an equivalent new or refurbished product; or
- refund you the market price of an equivalent product, reduced by the percentage of the warranty period used.

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

6. This warranty does not cover

6.1 This warranty does not apply to any defect or reduction in capacity arising from:

- (a) Events and their effects beyond the reasonable control of RedEarth (such as lightning, flood, cyclone, fire or power or voltage surges)
- (b) transport, storage, handling, installation, commissioning, modification, operation, maintenance, service or repair of your Troppo-4841 battery that is not in accordance with the applicable Installation Manual and User Manual as published at website www.redearth.energy and updated from time to time;

- (c) installation, commissioning, modification, service or repair of your Troppo-4841 battery other than by a technician authorised by RedEarth;
- (d) use of your Troppo-4841 battery in conjunction with plant, equipment or components described as incompatible (or in similar terms) by the User Manual;
- (e) abuse, misuse or negligence; (f) fair wear and tear;
- (g) scratches, dents or marks that do not have, or corrosion or weathering that does not have, an adverse impact on performance;
- (h) any incidental or consequential damages, loss of profits, loss of data or any other indirect damages;
- (i) failure of the display on your Troppo-4841 battery after 2yrs from initial installation that does not have an adverse impact on performance;
- (j) noise or vibration that does not have an adverse impact on performance;
- (k) theft (including theft of components); or
- (l) damage or deterioration that occurs after expiration or voiding of the Warranty Period.

7. Limitation of use

7.1 Your Troppo-4841 battery is not intended for use as a primary or back-up power source for life-support systems, other medical equipment or in any other circumstance where product failure could cause or contribute to personal injury or serious property damage.

8. How to make a warranty claim

8.1 Contact your certified installer or authorised reseller. To make a claim under this Warranty, you should first contact the certified installer or authorised reseller who sold you your Troppo-4841 battery.

8.2 Contact RedEarth. If you did not purchase your Troppo-4841 battery from a certified installer or an authorised reseller, or if you purchased it directly from RedEarth, you should contact RedEarth using the contact details below or as updated from time to time and published at website www.redearth.energy

RedEarth Contact Details

Address	15 Fienta Place Darra, QLD 4076 AUSTRALIA
Email	support@redearth.energy
Phone	1800 733 637 +61 7 3279 6707

8.3 Provide details. To process your claim RedEarth requires:

- (a) proof of original purchase of your Troppo-4841 battery from RedEarth, a certified installer or an authorised reseller;
- (b) description of alleged defect(s), ideally including photographs emailed to RedEarth;
- (c) your Troppo-4841 battery serial number(s);
- (d) your name and the date and location of original installation;
- (e) the name and contact details of the authorised installer who installed your battery.

- 8.4 Repairs.** RedEarth will first 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 for travel costs to site. If your claim is not covered, you will pay for RedEarth's transport, inspection, testing and analysis costs arising from your claim.
- 8.5 Returns.** Before returning your Tropo-4841 battery or any product, you should obtain a Return Merchandise Authorisation (RMA) number from RedEarth.
- 8.6 Transport.** When on-site repair is not responsibly practical you may need to arrange transport of your Tropo-4841 battery to and from RedEarth in line with the RMA process. If your claim is covered, RedEarth will pay for or reimburse your transport costs arising from your claim up to a maximum amount of \$200. 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. Limitation of liability

- 9.1 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.
- 9.2 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.

