

## Limited Warranty

**ZYC Energy Co., Ltd.** (“ZYC”) and **Guangzhou Great Power Energy Storage Technology Co., Ltd** (“Great Power”) provide the warranties in this document (“Limited Warranty”) to the person who purchases SIMPO 5000 (“Product”) through an authorized reseller for their use and puts the Product into operation for the first time (“Buyer”).

### 1. Limited Warranty

#### 1.1. Warranty Start Date

The Warranty Start Date is the earlier of:

- a) The date of installation of the Product; or
- b) 6 months after the manufacturing date of the Product.

#### 1.2. Limited Product Warranty

ZYC warrants that the Product will be free from defects in materials or workmanship for 10 years from the Warranty Start Date, subject to the exclusions and limitations set out below.

#### 1.3. Limited Performance Warranty

ZYC warrants that the Product will:

- (i) Retain 70% of its Usable Energy for 10 years from the Warranty Start Date; or
- (ii) Reach the Minimum Throughput Energy, whichever comes first, when the Product is installed and operated according to the manufacturer’s installation and operation manual, specification and/or instructions.

The Usable Energy and Minimum Throughput Energy for each Product Model are set out in the table below:

Product Model	Usable Energy, kWh	Energy Throughput, MWh
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SIMPO5000	5.12	15.36
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**Test conditions of Usable Energy:**

Charge and discharge the battery at 25°C @ 0.25C for three cycles, and the highest value among these 3 cycles should be taken as the standard.

**1.4. Warranty Conditions**

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

- a. Is purchased from ZYC or an Authorized Reseller in the Territory;
- b. Is installed, operated and maintained in accordance with the manufacturer’s installation and operation manual, specification and / or instructions;
- c. Is used on a daily cycle basis and only for energy storage system purposes.

**1.5 Warranty Limitations**

The Limited Warranties are subject to and must be read together with the limitations, exclusions and conditions set out below.

**2. Exclusions and Limitations**

**2.1. Disclaimer**

To the extent permitted by law, the warranties in this Limited Warranty are the only express warranty given for the Product.

**2.2. Limitation of Liability**

Except as provided in this warranty and to the maximum extent permitted by law, in no event shall ZYC’s aggregate liabilities, if any, in damages or otherwise, exceed the purchase price paid by the Buyer for the Product.

### 2.3. Warranty Limitations

The Limited Warranty does not apply to any defect or deterioration resulting from:

- a) The Product not being installed, maintained or operated according to the manufacturer's installation and Operating Manual, specification, parameter setting guide and/or instructions;
- b) Exposure of the Product to movement or shaking following installation, or temperatures greater than 55°C or less than -10°C;
- c) The Buyer failing to notify ZYC or a ZYC Authorized Partner ("ZYC Partner") of the defect or deterioration within 14 days of becoming aware of the defect or deterioration;
- d) The Product not being installed within one (1) month from the Purchase Date;
- e) Operation of the Product not following the recommended parameter settings in the Inverter Setting Guide, Installation Manual or Operating Manual;
- f) Modification or repair of the Product without the approval of ZYC or ZYC Partner;
- g) A force majeure event (e.g. natural catastrophes, such as flooding, fires, earthquakes, lightning or other abnormal environmental conditions, war, etc.);
- h) Noticeable damage to the Product that occurred during transportation;
- i) Changes to national or regional laws, regulations or directives.

### 2.4. Warranty Exclusions

The Limited Warranty does not apply:

- a) If the Product was not purchased in Australia;
- b) If the Buyer does not provide ZYC or ZYC Partner with the photos of installation or other necessary data of the Product upon request after reporting the warranty claim;
- c) To wear and tear in the appearance of the Product which does not impair its function;

- d) To any damage to property or personal injury arising from any defect if the state of scientific and technical knowledge at the time when the Product was sold to the Buyer was not sufficient to enable the defect to be discovered;
- e) To damage caused by the inverter or charger;
- f) If the invoice for the Product and the information listed in clause 4 below are not provided with the warranty claim;  
with the warranty claim; or
- g) If the serial number on the Product can no longer be identified or has been modified.

### **3. Limitation of Warranty scope**

3.1. Subject to the exclusions and limitations set out above, if the Product fails to comply with the Limited Warranty in clauses 1.2 or 1.3, ZYC will repair or replace the non-conforming Product or parts thereof within the warranty term at no charge.

3.2. Buyer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Buyer is 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.

3.3. Whether to repair or replace the Product will be determined by ZYC at its sole discretion.

3.4. The Product or any of its parts that are replaced will have the same performance and reliability as the original Product. If the production of the relevant type of the Product or any of its parts has been discontinued, withdrawn from the market, or is otherwise unavailable, ZYC may replace the

Product or parts with a similar Product or part (which may include previously used parts that are equivalent to new in performance and reliability).

3.5. If the replacement batteries or parts are not available or are no longer manufactured, ZYC will refund the value of the remaining unused original purchase price portion.

## 4. Claim Policy

4.1. If the Buyer wishes to make a warranty claim under this Limited Warranty, the warranty claim must be reported in writing to ZYC Partner or to ZYC directly, including the information specified in the table below, using the contact information specified below.

If there is a dispute regarding warranty claims, with mutual agreement, ZYC and the Buyer will entrust an authoritative international testing agency to provide third-party verification and opinions. The Buyer will bear the costs and expenses for the verification unless the claim is proved to be valid, in which case ZYC will bear the verification costs.

1	Product model*	
2	Serial number of the product*	
3	Invoice or purchase receipt*	Should clearly show the purchase date or delivery date
4	A full description of the fault of the product*	
5	Firmware version of the product	
6	Inverter	
7	Serial number of inverter	

8	Product location address	
9	Contact details	

\* mandatory to provide

If a claim is made to ZYC directly, please contact

**Address:** No.10, GuangKe 1st Road, Pingshan, Shenzhen, P.R. China

**Telephone:** +86 755 28394019

**Email:** [service@zyc.energy](mailto:service@zyc.energy)

4.2. ZYC or ZYC Partner is authorized to invoice for its inspection costs if:

- a) the inspection of the Product by ZYC or ZYC Partner shows that the Limited Warranty does not apply, for whatever reason; or
- b) no defects were found during the inspection of the Product, and it operates without error.

4.3. The original warranty periods for the Product shall still apply to any repaired or replaced Product, meaning the warranty for the repaired or replaced parts will be the remaining warranty period for the originally purchased Product.

4.4. ZYC or ZYC Partner shall not be responsible or liable in any way to the Buyer for any non-performance or delay in ZYC's performance of its obligations under this Limited Warranty due to occurrences of force majeure events such as natural disasters, war, riots, strikes, unavailability of suitable or sufficient labour, material, or capacity or any unforeseen event beyond its control.

## 5. Out of Warranty Policy

In the event the Product is out of warranty, ZYC may, at its discretion, provide certain after-sales service to the Buyer, but all the costs and expenses, such as parts, labour costs and travel expenses, shall be borne by the Buyer. To request such after-sales service, the Buyer must provide sufficient information about any defects, to enable ZYC Partner to determine whether such defects are capable of repair.

## **6. General provisions**

6.1. This Limited Warranty is governed exclusively by local law, without regard to its choice of law provisions.

6.2. If any provision or part of a provision of this Limited Warranty is held or found to be void, invalid or otherwise unenforceable (whether in respect of a particular party or generally), it will be deemed to be severed to the extent that it is void or to the extent of voidability, invalidity or unenforceability, but the remainder of that provision will remain in full force and effect.

6.3. As a condition of making a warranty claim, the Buyer agrees that any dispute on technical facts relating to claims brought under this Limited Warranty may be referred to expert determination.

## **7. Applicable Countries**

This Warranty is applicable only in Australia, our goods come with guarantees that cannot be excluded under the Australian Consumer Law, and ZYC is not responsible for any claims against this Warranty made in and/or based on events occurring in any countries other than Australia.