

WARRANTY

Lion Power Australia Pty Ltd ("Lion Power") warrants its 12V LiFePO4 products subject to the terms below.

This Warranty covers all new 12V LiFePO4 Products supplied to the Customer.

1. Definitions

In this Warranty, the following definitions apply:

Business Hours means normal trading hours of Lion Power;

Customer means the person or business who initially purchased the Product from Lion Power and *Your* has a corresponding meaning.

Defect or **defective** means any Product which does not comply with OEM specifications, or which is faulty, materially non-conforming, inoperable, unsafe or not operating properly;

Defect Warranty Period means 3 years from the Effective Date;

Effective Date means the earlier of either:

- (a) the date of purchase of the Product for the Customer; or
- (b) 6 months from the date of production of the Product as certified by Lion Power;

Maintenance Program means the program, specified by the OEM and/or Lion Power, that details the processes, methods and Your responsibilities for Product maintenance and includes the Manuals provided by Lion Power with the Product;

Manuals means any operation, service or other manual, instruction, recommendation or other information supplied to the Customer by the OEM or Lion Power in relation to the Product;

OEM means the manufacturer of the Product or attachment (as the context requires);

Part means the parts and assemblies for the Product, excluding those parts covered by other warranties;

Performance Warranty Period means 3 years from the Effective Date;

Product means the 12V LiFePO4;

Required Documents includes documents relevant to the Product including, serial number, Warranty registration documents, proof of purchase documents, commissioning documents and maintenance records;

Warranty means these terms;

Warranty Period means the Defect Warranty Period or the Performance Warranty Period, as relevant.

2. Warranties

Warranty as to materials and workmanship

- 2.1. Lion Power warrants the Product sold to the Customer by Lion Power will, subject to these terms and conditions, be free from Defect in the:
- (a) materials supplied by Lion Power; or
 - (b) workmanship of Lion Power,
- for the Warranty Period.

Warranty as to capacity performance

- 2.2. Lion Power warrants the Product retains 90% usable energy up to the earlier of:
- (a) 2,000 cycles; or
 - (b) the end of the Performance Warranty Period.

Rectification

- 2.3. If any Product is found to be defective in either materials or workmanship or performance during the relevant Warranty Period, Lion Power shall at its cost and at its option:
- (a) repair the defective Product or Part; or
 - (b) replace the defective Product or Part,
- in accordance with this Warranty, subject to these terms and conditions.
- 2.4. It is acknowledged that in circumstances where the OEM has discontinued the manufacture of the specific Product the subject of the claim, then Lion Power may, at its sole option, replace the Product with a different type of product if technically feasible and reasonable with quality and specifications in the nature of the Product.

3. How a claim is made and evaluated - 'Your Responsibilities'

- 3.1. All claims and associated enquiries by the Customer under this Warranty must be notified in writing to Lion Power.
- 3.2. Lion Power has no obligation under this Warranty unless the Customer notifies Lion Power of any warranty claim promptly and no later than 10 business days from becoming aware of any potential claim and allow Lion Power reasonable access to the Product or Part the subject of the Warranty claim in order to evaluate the claim.
- 3.3. In order to lodge a valid claim under this Warranty, the Customer must:
- (a) provide Lion Power with a purchase order or other agreed notice stating 'subject to warranty' and specifying the details of the warranty claim;
 - (b) provide evidence to Lion Power the Product or Part was purchased from Lion Power and is under Warranty as at the claim date;
 - (c) provide all other Required Documents to Lion Power;
 - (d) pay for or provide all non-warranted labour and bear all non-warranted labour costs;
 - (e) pay for any non-warranted shipping charges, if any;

- (f) pay the non-warranted transport costs, if any, associated with moving the Product or Part to Lion Power; and
- (g) pay the costs incurred, if any, to investigate any claim found not to be covered by this Warranty.

3.4. Failure to comply with any of these requirements may invalidate or reduce Your warranty entitlements.

4. Termination of the Warranty

4.1. This Warranty ceases at the end of the Warranty Period.

4.2. If Lion Power replaces a Part, the replacement Part is Your property and is warranted for the balance of the Warranty Period of the original Part which it replaces.

4.3. If Lion Power repairs a Part, the repaired Part is warranted for the balance of the Warranty Period that applied to the original Part.

5. Application of this Warranty

5.1. This Warranty applies only to those new Products sold to the Customer by Lion Power and used within Australia within the Warranty Period and for which Lion Power is the authorised distributor.

5.2. This Warranty is conditional upon the Product being maintained by the Customer in accordance with the Maintenance Program.

5.3. This Warranty does not apply:

- (a) if the Customer breaches or does not comply with clause 3;
- (b) if any Defect is caused or contributed to by Your misuse, negligence, accident or failure to maintain, use, store, handle or install the Product or the Part in accordance with the Maintenance Program, the recommendations of Lion Power or the OEM;
- (c) if any Defect arises as a result of or in connection with, a condition identified through the Maintenance Program or otherwise, for which Lion Power has recommended certain action to the Customer and the Customer fails to comply with that recommendation;
- (d) if the Defect arises due to alterations, modifications or repairs to a Product or the Part, including the fitting of attachments (including wiring), parts or use of consumables or use with faulty or incompatible devices, that are not authorised or approved by Lion Power and which in Lion Power's reasonable judgment, cause or contribute to the Defect;
- (e) to repairs or replacements required due to normal maintenance or operating services for the Products or Parts;
- (f) if the Customer has delayed more than 10 business days in notifying of any potential Defect after first becoming aware of it;
- (g) if the Customer has unreasonably delayed in providing the Product or Part to Lion Power after first becoming aware of any potential Defect;
- (h) if the Customer fails to adhere to any recommendation made by Lion Power;
- (i) if the Customer fails to supply the Required Documents when requested by Lion Power;

- (j) if the Product is not installed by a trained and qualified electrician or skilled personnel or installers certified by Lion Power;
- (k) in circumstances where the operating temperature during the operation of the Product is less than -10°C or greater than 50°C;
- (l) if the Product is exposed and stored at a location where the temperature exceeds 50°C;
- (m) the Product is installed in an area which is exposed to direct sunlight;
- (n) the location or installation of the Product is not correctly ventilated in accordance with the requirements of any Maintenance Program;
- (o) the Product is used and operated for a capacity which exceeds 1 full cycle per day. For clarity 1 full cycle is the discharge of the usable capacity of a fully charged battery and a full recharge afterwards. Any cycles less than this will be aggregated to determine the extent of a full cycle, according to the amount of energy charged and discharged;
- (p) the damage to the Product is caused by maintenance and other services conducted by personnel who are not authorised by Lion Power or the OEM;
- (q) the damage is caused by external influences including unusual physical or electrical stress including, without limitation, power failures and surges, inrush current, lightning, flood, fire or accidental breakage;
- (r) damage to the Product caused by external forces including force majeure events of natural disaster being unforeseeable, unavoidable or insurmountable objective events including , but not limited to, war, strike, riot, terrorism, unavailability of suitable and sufficient labour and materials or other events which are outside of the control of the OEM or Lion Power;
- (s) the damage to the Product is caused by the deliberate or wilful acts of the Customer or their employees, agents or personnel for whom they are responsible;
- (t) the purchase of the Product is by a Customer for installation of the Product in a country other than Australia; or
- (u) the Product is used for an application other than specified above.

6. Limitation of Warranty

- 6.1. To the extent permitted by law, this Warranty is exclusive and is in lieu of all other express or implied warranties, conditions and representations of merchantability or fitness for any particular purpose, whether statutory or otherwise.
- 6.2. No distributor, agent, employee or contractor of Lion Power is authorised to make any revision, extension or addition to this Warranty.
- 6.3. Without limiting the generality of clause 6.1, no warranty is given and Lion Power disclaims and excludes all express and implied warranties, conditions and representations for:
 - (a) used or reconditioned Products or Products which are not new at purchase;
 - (b) attachments which are not manufactured and installed by Lion Power or for and on behalf of Lion Power, provided that nothing shall limit any warranties given independently to the Customer by any manufacturer of such attachments;

- (c) Products, parts, attachments and components other than those supplied by Lion Power; or
- (d) Defects caused or contributed to, or arising as a result of, or in connection with, any of items in 6.2 (a) - (c) above.

6.4. The liability of Lion Power to the Customer for loss, damage, injury or property damage, whether direct or indirect, special or consequential or otherwise, (including, without limitation, loss of use, loss in income, actual or expected loss in revenue, loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation or other derivative loss or damage such as the replacement of equipment and property or the resumption of operations or production) arising out of breach of this Warranty, shall be limited to requiring Lion Power to comply with clause 2.3.

6.5. Lion Power shall not be liable to the Customer or to any other third parties in contract, tort or equity, for breach of any statute (to the fullest extent permitted by law) or in any other action, including but not limited to:

- (a) direct or indirect loss of profit or revenue, loss of use of any Product, Part, component, or associated equipment, cost of capital, cost of substituted equipment, facilities or service, downtime costs, labour costs in connection with or arising out of the supply, performance or use of the Product or Part or any service performed by Lion Power; or
- (b) any direct or indirect losses or special or consequential loss or damage or otherwise of any kind whatsoever,

arising directly or indirectly from any act, omission, breach, error, default or delay of Lion Power or its employees or representatives in connection with, or arising out of, the supply, performance or use of the Product or Part in the performance of, or in relation to, this Warranty.

6.6. Nothing herein shall limit those provisions of the Competition and Consumer Act 2010 including the Australian Consumer Law, nor statutes, rules or regulations from time to time in force in Australia which imply or guarantee certain conditions or warranties or impose obligations on Lion Power which conditions, warranties and obligations cannot, or cannot except to a limited extent be excluded, restricted or modified.

6.7. If any such statutory provisions apply, then to the extent to which Lion Power is entitled to do so, its liability under those statutory provisions shall be limited, at its option, to:

- (a) in the case of goods:
 - (i) the replacement of goods or the supply of equivalent goods; or
 - (ii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iii) the payment of the cost of having the goods repaired; or
 - (iv) the repair of the goods; and
- (b) in the case of services:
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

- 6.8. Subject to clause 6.5, the benefits to the Customer given by this Warranty are in addition to any other rights and remedies the Customer may have as a consumer under a law in relation to the goods or services to which this Warranty relates.
- 6.9. If the Customer is acquiring goods from Lion Power as a “consumer” as defined under Australian Consumer Law, then:
- (a) Lion Power advises its goods come with guarantees that cannot be excluded under the Australian Consumer Law;
 - (b) the Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage; and
 - (c) the Customer 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.

7. Assignment or Transfer Subject to Condition

The Customer may not assign or transfer any of its rights or obligations under this Warranty unless in accord with Lion Power’s then current Warranty transfer procedure to be advised by Lion Power on request.

8. Governing Law

This Warranty is governed by the laws of Western Australia.