Pylon Technologies Co., Ltd.
No. 73, Lane 887, Zu Chongzhi Road, Zhangjiang Hi-Tech Park Pudong,
Shanghai 201203, China

Consumer Warranty – US Series ESS Battery System

1. Consumer Laws

If you acquire the Product from an Authorized Reseller in Australia and the Consumer Law applies, the Product comes with guarantees that cannot be excluded under the Australian Consumer Law (**ACL**). 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.

If you acquire the Product from an Authorized Reseller and the Consumer Law applies, the Product comes with guarantees that cannot be excluded under the *Consumer Guarantees Act 1993*.

The benefits provided by this Warranty are in addition to all other rights and remedies in respect of the Product which You have under the Consumer Law or any other law that cannot be excluded.

2. Product Warranty

Pylontech warrants that the Product will be free of defects caused by improper workmanship or defective materials.

This warranty commences the period of Ten (10) years from the earlier of:

1. the date of installation of the Product; or
2. six (6) months after the date the Product was manufactured,

This warranty does not include any accessories and tool kit items provided with the Product.

This warranty only covers the repair or replace of a defective Product. Pylontech will repair or replace the Product if the Product is defective and returned during the Warranty Period. The repaired or replaced product will continue the original remaining warranty period. In either case it shall not justify as a renewal of the warranty period.

3. Warranty Conditions

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

1. is purchased from Pylontech or an Authorized Reseller in the Territory;
2. has the official Pylontech serial number;
3. is installed in the Territory in an indoor environment or Pylontech qualified outdoor enclosure;
4. is installed, operated and maintained in accordance with the Product Instructions; and
5. be used on a daily cycle basis and only for energy storage system,

4. Claim

Claims can be made to the Authorized Reseller from whom the Product was purchased or from Pylontech directly.

In order to claim under this Warranty, You must:

1. present the certificate of warranty declaration in its original form;
2. submit the invoice for the procurement of the Product indicating the date of delivery; and
3. complete the warranty card provided with the Product at the time of purchase and emailing a copy to Pylontech at the below email address
4. provide the Pylontech system log data recorded by the Product as an indication of whether or not the Minimum Capacity has been achieved (but this would not be determative).

To make a claim to Pylontech directly, please contact:

Address: No. 73, Lane 887, ZuChongzhi Road, Zhangjiang Hi-Tech Park, Pudong, Shanghai;
Post Code: 201203
Telephone： +86 2151317693 / +86 2151317697
Fax: +86 21-51317698
Email: service@pylontech.com.cn

To make a claim to Local responsible supplier(Forte powertech), please contact:

Address: 2/16 Ellemsea Circuit Lonsdale SA 5160, Australia; Telephone: 1300 086 898
Email: info@fortepowertech.com.au

Web: www.fortepowertech.com.au

Pylontech may contact You for further information regarding a defect. Pylontech may require You to complete root analysis testing of the Product to provide evidence supporting the claim. Final verification of the claim will be made by Pylontech.

If You dispute Pylontech's verification of the claim, the Product must be evaluated by an Australia government certified testing lab or a certified 3rd party testing company. You will bear the cost of any 3rd party evaluation service charge (unless your claim is proven to be valid, in which case Pylontech will be responsible for the testing costs).

If any testing of the Product's capacity is required, the testing must occur in the following conditions

a) The test is based on single US series battery module.
b) The ambient temperature of the Product must be 25℃±2℃
c) The initial temperature of the battery pods must be 25℃±1℃
d) Constant voltage(54V) constant current (10A) charge till all the cell voltage above 3.50Vdc or till charge current less than 1Amps.

e) Constant voltage(44V) constant current (10A) discharge till battery low voltage protection cut-off.

If the Product is no longer available, Pylontech may, at its discretion, replace the Product with a refurbished product or different product or parts with equivalent functions and performance according to the latest technical information available.

5. Exclusions of Warranty

To the extent permitted by law, Pylontech excludes all liability for the Product to the extent that any damage or defect has been caused or contributed to by the following:

1. Inverter or charger failure;
2. The Product being installed with inverters or charger which have not been certified by Pylontech;
3. The product being installed outdoor without a Pylontech qualified enclosure, the enclosure (including cooling fan) failure, or no avoid of direct sunlight.
4. Battery has not been operated properly according to the Product manual.
5. You treat the Product improperly, negligently or in any other inappropriate way, including using the Product outside the recommended ambient temperature condition in accordance with the Product Instructions;
6. Transportation, including but not limited by dropping, trampling, deforming, impacting, or spearing with a sharp item;
7. Storage, installation, commissioning, modification or repair of the Product that has been performed by a person other than Pylontech or a Pylontech's certified installer;
8. Abuse, misuse, negligence, accidents or force majeure events, including but not limited to lightning, flood, fire, extreme cold weather, or other events outside the reasonable control of Pylontech;
9. Any attempt to extend or reduce the life of the product without written confirmation from Pylontech, whether by physical means, programming or others;
10. Removal and reinstallation at another place from the original installation without the written confirmation from Pylontech;
11. Water, conductive dust or corrosive gas;
12. The Product has been connected with different type battery modules;
13. Battery have been connected with battery not from Pylontech;
14. Failure to install, operate or maintain the product in accordance with the Product Instructions;
15. Wear and tear or deterioration, or superficial defects, dents or marks that does not impact the performance of the Product; and
16. Theft or vandalism of the Product or any of its components.

6. General provisions

This warranty is subject to the law of the Australia.

If any provision in this document is unenforceable, illegal or void or makes this document or any part of it unenforceable, illegal or void, then that provision is severed, and the rest of this document remains in force.

If any provision in this document is unenforceable, illegal or void in 1 jurisdiction but not in another jurisdiction or makes this document or any part of it unenforceable, illegal or void in 1 jurisdiction but not in another jurisdiction, then that provision is severed only in respect of the operation of this document in the jurisdiction where it is unenforceable, illegal or void.

7. Definitions

In this document:

1. **Authorized Reseller** means an approved Pylontech retailer or distributor in the Territory.
2. **Consumer Law** means: Australian consumer law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth);
3. **Minimum Capacity** means at least 60% of the Nominal Energy during the Warranty Period.
4. **Nominal Energy** means the initially rated capacity of the Product as printed on the label of the Product.
5. **Product** means US2000, US3000/US3000-C ESS battery system manufactured by Pylontech;
6. **Product Instructions** means the instructions and manuals issued by Pylontech with the Product that set out how the Product should be installed and operated.
7. **Pylontech** means Pylon Technologies Co., Ltd of No. 73, Lane 887, ZuChongzhi Road, Zhangjiang Hi-Tech Park, Pudong, Shanghai.
8. **Territory** means Australia and New Zealand, depending on where the Product was purchased.
9. **You** means the natural person that acquired the Product.

Geoffrey Song
General Manager, International Division, Pylon Technology.

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