

# Vaulta Limited Warranty



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## 1 What products are covered by this Warranty?

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This Warranty applies to the following products manufactured and produced by Vaulta:

- (a) **Stationary Storage range:**
  - (i) Vaulta's 19in LFP Battery Pack BESS (**48V - 14.36kWh**);
  - (ii) Vaulta's 19in LFP Battery Pack BESS (**48V - 5.12kWh**);
- (b) **Residential range:**
  - (i) Vaulta's Residential LFP Battery (**48V - 5.12kWh**).

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## 2 Limited warranty

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### 2.1 Product Warranty

- (a) Vaulta warrants that the Product shall be free from defects in workmanship and materials for a period of ten (10) years from the Delivery Date.
- (b) The warranty in this clause 2.1 does not cover any cosmetic damage to exterior parts, nor to corrosion due to any cause nor to any damage to painted or anodized surfaces.
- (c) Vaulta does not warrant that a Product will retain a specific Energy Capacity under this clause 2.1, and the Warranted Energy Capacity of a Product shall be exclusively covered by the provisions of clause 2.2.

### 2.2 Performance Warranty

- (a) Vaulta warrants that the Product shall maintain an Energy Capacity of at least:
  - (i) 70% of its initial Rated Capacity for a period of seven (7) years from the Delivery Date; and
  - (ii) 85% of its initial Rated Capacity for a period of five (5) years from the Delivery Date.
- (b) A Product's Energy Capacity for the purpose of this clause 2.2 shall be measured and finally determined by Vaulta in its sole discretion (acting reasonably).

### 2.3 Obligation to repair or replace defective Product

- (a) Subject to clauses 2.4 and 2.5 of this Warranty:
  - (i) if the Product becomes completely inoperative during the Product Warranty Period; or
  - (ii) if the Product fails to operate at its Warranted Energy Capacity during the Performance Warranty Period,

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then Vaulta must repair or replace the Product free of charge.

- (iii) The decision to repair or replace a defective Product shall be determined by Vaulta in its sole discretion.
- (iv) If the manufacture or production of a particular Product or any of its parts has been discontinued, withdrawn from the market, or is otherwise unavailable, Vaulta may replace the Product or parts with a similar Product or part (which may include previously used parts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).

## **2.4 Obligations of the Customer**

- (a) This Warranty is subject to and conditional on the following:
  - (i) the Product must be returned to Vaulta or the Authorised Distributor with proof of purchase;
  - (ii) All transportation charges incurred in returning the defective Product or any of its component parts to Vaulta for repair, together with the cost of returning the Product to the Customer after is repair or replacement (as the case may be) must be paid by the Customer.
  - (iii) the Product must not have had its serial number removed, defaced or changed, its casing open, its power cord altered nor have been tampered with in any other way;
  - (iv) failure of the Product must not be due to misuse, improper installation, connection to the wrong voltage or other abuse or misuse;
  - (v) Vaulta will not be responsible for damage or loss caused during transportation or shipping of the Product; and
  - (vi) apart from any consumer guarantees under the Australian Consumer Law which cannot be excluded, all other warranties express or implied and whether arising by virtue of statute or otherwise are hereby excluded.

## **2.5 General Exclusions**

- (a) This Warranty does not apply to any defect in the Product resulting from any of the following:
  - (i) improper adjustment, calibration, or operation of the Product by the Customer;
  - (ii) the use of accessories including consumables, hardware, or software which were not manufactured by or approved in writing by the Vaulta;
  - (iii) any contamination or leakages caused or induced by the Customer;

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- (iv) any modifications of the Product which were not authorised in writing by Vaulta;
- (v) any misuse of the Product by the Customer or anyone for whom the Customer has legal responsibility (including a minor);
- (vi) any use or operation of the Product which does not comply with physical, electrical, temperature, or environmental specifications of the Product;
- (vii) inadequate or incorrect site preparation or improper installation of the Product; and
- (viii) inadequate or improper maintenance of the Product.

## 3 Australian Consumer Law

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- (a) The rights described in this warranty are in addition to the statutory rights to which you may be entitled under the *Competition and Consumer Act 2010* (Cth) and other applicable Australian consumer protection laws and regulations.
- (b) Our Products 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.
- (c) Products presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

## 4 General

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- (a) Only Vaulta and its authorised representatives shall be authorised or permitted to make any modification, extension, or addition to this Warranty.
- (b) If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.
- (c) This Warranty shall be governed by and construed under the laws of the Territory.
- (d) The Customer may only assign its rights under this Warranty with the written consent of Vaulta.

## 5 Definitions and Interpretation

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- (a) In this document, unless the context otherwise requires:
  - (i) **Authorised Distributor** means a distributor or retailer approved by Vaulta in the Territory.

- (ii) **Australian Consumer Law** means the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).
  - (iii) **Customer** means a person who purchases a Product from Vaulta or an Authorised Distributor.
  - (iv) **Delivery Date** means the date of delivery of the Product to Customer from Vaulta, or any Authorised Distributor.
  - (v) **Energy Capacity** means the level of electric charge capacity which may be stored in a Product from time to time as expressed in watt-hours (Wh) or ampere-hours (Ah) as measured and determined by Vaulta.
  - (vi) **Performance Warranty Period** means the length of time specified in clause 2.2 that corresponds to the respective Warranted Energy Capacity as the context and circumstances require.
  - (vii) **Product** means a product manufactured and produced by Vaulta that is listed and described in clause 1 of this Warranty and which is supplied by Vaulta or an Authorised Distributor to the Customer.
  - (viii) **Rated Capacity** means the initial electric charge capacity of a Product expressed in watt-hours (Wh) or ampere-hours (Ah) as specified for the Product by the Vaulta.
  - (ix) **Warranted Energy Capacity** means the relevant percentage of remaining Energy Capacity specified in clause 2.2 that must be retained by each Product during the Performance Warranty Period.
  - (x) **Territory** means Australia.
  - (xi) **Vaulta** means Vaulta Operations Pty Ltd ACN 652 703 538.
- (b) In this document, unless the context otherwise requires:
- (i) headings are for convenience only and do not affect the interpretation of this document;
  - (ii) words importing the singular include the plural and vice versa;
  - (iii) words importing a gender include any gender and neutral gender;
  - (iv) other parts of speech and grammatical forms of a word or phrase defined in this document have a corresponding meaning;
  - (v) an expression importing a natural person includes any company or form of corporation, trust or trustee, partnership, joint venture, association, unincorporated body, governmental body, or any other entity, regardless of whether it is considered a separate legal entity.

# Vaulta Limited Warranty

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## Contact

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### Head Office

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