

## Limited Warranty for iPotisEdge Power Conversion System

This warranty specified below applies to iPotisEdge Power Conversion System (PCS hereafter below). For the products delivered under the sales contract or purchase order signed on and after Jun 2<sup>nd</sup>, 2022, iPotisEdge will provide warranty in accordance with this (hereinafter referred to as "Limited Warranty Statement").

This Limited Warranty Statement does not apply to Products sold to and installed in some specific regions which will be defined in the relevant contracts separately.

### 1. Purpose

The purpose of this warranty is to define the matters related to warranty policy of products.

### 2. Warranty Document Mandatory Text

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.

### 3. Related parties of Warranty

Manufacturer: iPotisEdge Co., Ltd.

Address: Building 28 West No.2, Taishan Road, Suzhou New District, 215000 Suzhou City, Jiangsu Province, PEOPLE'S REPUBLIC OF CHINA

Tel: (+86) 0512-66915889

Email: [inquiry@ipotisedge.com](mailto:inquiry@ipotisedge.com)

Website: [www.ipotisedge.com](http://www.ipotisedge.com)

Model/Type reference: Power Conversion System (PotisPCS-30K-1000/400E-A02E, PotisPCS-50K-1000/400E-A02E, PotisPCS-63K-1000/400E-A02E, PotisPCS-80K-1000/400E-A02E, PotisPCS-105K-1000/400E-A02E, PotisPCS-105K-1000/400E-A02E-F)

Importer for claiming warranty:

Company Name: LUMOS ESS PTY LTD

Address: Care of FRANCIS TAN ACCOUNTANT, SUITE 802, 155 CASTLEREAGH STREET, SYDNEY, NSW, 2000

Contact Info: XIAOJING WANG

Tel: 0450014188

Website: <http://www.lumosess.com.au/>

Email: [jing@francistan.com.au](mailto:jing@francistan.com.au)

#### 4. Warranty Period

The standard warranty period for applicable iPotisEdge PCS is 60 months (5 years) from the date of purchase.

The end customer needs to provide the valid purchasing invoice to verify the date of purchase. If our end customer fails to provide the valid purchasing invoice, the standard warranty period for iPotisEdge PCS. The warranty period starts 90 days after iPotisEdge products are delivered, or the day iPotisEdge receives the request for product service, whichever occurs first. The warranty period is calculated based on calendar years.

Our end customer can also purchase an extension of this iPotisEdge standard warranty from the initial purchasing date.

#### 5. Warranty Conditions

In the case of a faulty system during the agreed iPotisEdge warranty period, please report the defective part with a brief error description to our service hotline or mail for registering and send your warranty card to our service department by fax/email to process the warranty claim. You may also contact your dealer (iPotisEdge authorized dealer or distributor) or installer if your unit is defective or faulty.

To make a claim under the warranty periods of iPotisEdge, you need to provide us the following information and documentation of the faulty system:

- Product Model and serial number
- A copy of the valid purchasing invoice
- Warranty card of the system
- Error messages on the LCD screen (if available) and additional information about the fault/error
- Detailed information about the entire system (battery module, solar system diagram, etc.)
- Documentation of previous claims/exchanges (if applicable)

If an part of system is faulty while it is under iPotisEdge warranty period, it will be:

Repaired by iPotisEdge, or repaired on-site, or exchanged with a refurbished system that includes the firmware updates. If the system needs to be exchanged, the remainder of the warranty period will be transferred to the replacement unit. In this event, you will not receive a new warranty card, and this replacement will be registered by iPotisEdge. If the remaining warranty period is less than 6 months, you will automatically receive a 6-month warranty period for the replacement unit.

The warranty includes the cost of work and material necessary to regain a faultless functioning system. All other costs, particularly transports, travel and accommodation cost of iPotisEdge personnel as well as costs of your own staff are not included in the warranty. Furthermore, claims for compensation for direct or indirect damages arising from the defective system are not covered by the warranty.

Faulty parts and components should be returned to iPotisEdge, they must be packed in their original or equivalent packaging for transportation or being scrapped with the notice from iPotisEdge.

iPotisEdge keeps the right to arrange the warranty service for end users and to use third parties for performing warranty services.

All warranty services are free of charge only if the action is agreed with iPotisEdge in advance.

## 6. Scope of the Manufacturer Warranty

To provide excellent Service to iPotisEdge's end users, all iPotisEdge authorized Dealers or Distributors are requested to respond to your warranty claim. iPotisEdge will replace any products or parts of the product during the Warranty Period proved to be defective in design or manufacture. Any defect caused by the following situations will not be covered by the manufacturer's warranty (the Dealers or Distributors are responsible and authorized by iPotisEdge for the following investigation):

- a) "Warranty Card" not being sent back to Distributor/Dealer or iPotisEdge
- b) The Product has been modified, its design has been changed or parts have been replaced by parts not approved by iPotisEdge
- c) Changes have been made, or repairs been attempted by technician, without authorization from iPotisEdge, or serial number or seals have been removed
- d) The product has been installed or commissioned incorrectly
- e) You or another user have failed to comply with the local safety regulations
- f) The product has been improperly stored and damaged while being stored by the dealer or the end user
- g) The defect is damage during transportation (including painting scratch caused by movement inside packaging during shipping). A claim for such transport damage should be made directly to the shipping company/insurance company as soon as the container/packaging is unloaded and such damage is identified
- h) You or another user have failed to follow any/all of the user manual, the installation guide, and the maintenance regulations
- i) The device has been used improperly or misused
- j) Insufficient ventilation of the device
- k) The maintenance procedures relating to the product have not been followed to an acceptable standard
- l) The defect has been caused by force majeure (violent or stormy weather, lightning, overvoltage, fire etc.)
- m) The damage is only cosmetic and has no impact on the functioning of the device

This warranty is without prejudice to your rights under the statutory law, including but not limited to warranty rights in relation to the seller, i.e. if applicable rectification, reduction of the price, rescission of the sale and damages.

All demands from or in connection with this warranty are subject to Chinese law, Suzhou is the exclusive place of jurisdiction and all disputes arising from or in connection with this warranty should be submitted for arbitration to the South China International Economic and Trade Arbitration Commission. This warranty is provided in addition to other rights and remedies held by a consumer at law.

## 7. Extension of the Warranty Period

For iPotisEdge PCS you may apply for a warranty extension from the initial purchasing date. iPotisEdge may reject any application received which does not meet the date or region requirement. Extended warranty period can be defined in the purchase orders/contacts.

Once the purchase of the warranty extension has been processed, iPotisEdge will send the warranty extension certificate to the customer confirming the extended warranty period.

Latest information about the warranty terms and conditions and local service hotline can be obtained from our website: [www.iPotisEdge.com](http://www.iPotisEdge.com)

## **8. Warranty Policy**

If product damaged and not caused by distributor, seller and consumer, iPotisEdge would provide charged service and the appropriate expense for free.

## **9. About Service Products/Parts**

Service product or accessory could be used as new or refurbished condition and iPotisEdge guaranteed which performance is equal to or higher than replaced device.

If the product is no longer sold in the market, iPotisEdge, at its option, would replace it with different kind of product with equal or higher functions and performances, or the residual annual depreciation value of the buyer paid price within the time limit for performance or function guarantee. (e.g. Residual value in USD = purchasing price in USD / 60 x (60 - Operation time after installation in month)).

## **10. Claim Payment Policy**

Payment claims under this warranty must be made from authorized distributor whom the product was purchased. Besides, those following items must be included:

- The original purchase receipt or equal valid document;
- Description of the alleged defect(s) to your distributor or iPotisEdge after service hot line or send email to iPotisEdge;
- The product's serial number and the initial installation date.

Unless instructed by iPotisEdge otherwise, Buyer shall dispose of Products in accordance with all local applicable regulations on electronic waste treatment and disposal at its own cost. Products having been replaced shall not be sold, reworked or reused in any way, unless expressly authorized by iPotisEdge.

## **11. Warranty Document Mandatory Text**

## **12. LIMITATION OF LIABILITY**

LIMITATION OF LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW iPotisEdge HEREBY DISCLAIMS, AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR, DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO ANY OF ITS PRODUCTS OR THEIR USE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL iPotisEdge BE LIABLE TO THE BUYER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE BUYER, FOR ANY LOST

PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE PRODUCTS, EVEN IF iPotisEdge HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW iPotisEdge'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO iPotisEdge BY THE BUYER.

FOR THE PRODUCT IN THE CASE OF A WARRANTY CLAIM. THE BUYER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE PRODUCTS WOULD BE SUBSTANTIALLY DIFFERENT. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS. YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU IN THOSE AREAS.

VA1.0, Jun 2<sup>nd</sup>,2022