



## Product Warranty for Delta 6.3kWh Li-ion Battery (BX6.3 series)

### Consumer Guarantees

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.

#### — BX6.3 series:

BX6.3\_AC 100

BX6.3\_EX 100

BX6.3\_AC 100 + BX6.3\_EX 100

BX12.6\_AC100(BX6.3\_AC100 associated with BX6.3\_EX100)

BX6.3\_AC 101

BX6.3\_AC 101 + BX6.3\_EX 100

BX12.6\_AC100(BX6.3\_AC101 associated with BX6.3\_EX100)

### Warranty

1. The warranty terms and conditions contained herein apply exclusively to the Delta 6.3kWh Li-ion

Battery (BX6.3 series) ("**the product**") supplied by Delta Energy Systems (Australia) ("**Delta**").

**Unit 20-21/45 Normanby Road, Notting Hill, VIC 3168, Australia.**

**Business telephone number : +61 3 9543 3720**

**Emergency telephone number: +61 3 9543 3720**

2. Subject to the conditions of this warranty, Delta warrants that the product shall retain at least 50% of Nominal Energy (**Minimum Nominal Energy**) under normal use and service only, until whichever of the following is to first occur:

- a) 10 years from the date of first installation of the product;
- b) when the product exceeds energy throughput of 19.8MWh.

("the warranty period")

The term "Nominal Energy" herein means the rated capacity of 6.3kWh.

3. If Delta is satisfied that the product cannot achieve the Minimum Nominal Energy within the warranty period, and the claim is made:

a) within sixty (60) months from the date of first installation of the product, Delta shall provide the customer with a new replacement product.

b) after sixty (60) months from the date of first installation of the product, Delta shall, at its sole discretion, repair the product or provide the customer with a comparable replacement product or a refund in accordance with the Refund Scheme referred to in clause 6 below.

4. If Delta elects to repair a product, it may, at its sole discretion, replace it with a comparable replacement product rather than the defective product being repaired.

5. In the event that the product is replaced in accordance with clause 3 or 4 herein, the warranty will pass to the replacement product and the warranty period will remain unchanged. That is, the warranty period will expire upon the earlier of the period calculated in accordance with clause 2(a) by reference to the original product or when the combined throughput of the original product and the replacement product exceeds 9.9MWh.

#### **Time for making a warranty claim**

6. The customer must notify Delta of any warranty claims within seven (7) days of becoming aware of the product not achieving the Minimum Nominal Energy.

7. A claim cannot be made after the end of the warranty period.

8. Delta, its agents, employees and assigns are forever released from all liability and/or claims under the terms of this warranty for all claims notified by the customer outside of the time frames set out in this document.

#### **Notice of warranty claim**

9. The customer must make all warranty claims in accordance with this document.

10. A customer must give Delta notice of the warranty claim within the warranty period in one of the following manners:

a) By telephone to Delta's Service Line on 1300 335 823 and describe the nature of the product failure;

b) By email to [solarsupport@deltaww.com](mailto:solarsupport@deltaww.com) and provide a brief description of the product failure; or

c) Complete and submit a replacement request on Delta's service website: [www.delta-es.com.au](http://www.delta-es.com.au).

11. All warranty claims must be supported by the following documents:

a) original proof of purchase of the product in the form of a tax invoice or purchase receipt;

b) a copy of warranty certificate supplied with the product (if applicable);

c) documentation evidencing the date the product was installed;

d) evidence that the product was installed by a suitably qualified electrical contractor.

e) Certificate of Electrical Safety

12. Delta is not obligated to determine a claim, nor is it liable for any claim, that is not made in accordance with the provisions for making a claim contained in this document.

### **Return of original product**

13. Where Delta has replaced a product under the terms of this warranty:

- a) the original product immediately becomes property of Delta.
- b) the customer must within 7 days of receipt of the replacement product, correctly package the original product so that it is ready for collection by Delta.
- c) Delta will arrange for the collection of the defective product from the customer.
- d) The customer must ensure that the original product is made available for collection during business hours and at the time that is advised by Delta.

14. Delta reserves the right not to comply with this warranty if the customer fails to comply with the requirements of clause 14 herein.

15. The customer is immediately liable to Delta for the value of the replacement product at market price, if:

- a) the original product which has been replaced is not made available for collection to Delta within thirty (30) days;
- b) the original product which has been replaced is returned in an improper package that causes additional damage to it;
- c) the original product was replaced without firstly troubleshooting with a Delta Technician and it is subsequently found by Delta not to be defect.

### **Exclusion of Liability**

16. Delta shall not be liable and the customer shall have no rights or benefits under this warranty if any of the following circumstances apply:

- a) The identification label on the product is illegible to Delta employees or third party repairers;
- b) The product is not installed by a suitably qualified, licensed and registered electrical engineer or registered electrical contractor in the State or Territory of Australia in which the product is installed and who is experienced in the installation of the product;
- c) Damage was caused to the product during transportation or storage of the product by the customer or their contractor;
- d) The customer or their contractor failed to comply with the installation, commissioning, maintenance and/or operational requirements of the product as stipulated in the product manual;
- e) Damage was caused by modifications, changes or attempted repairs made by the customer or their contractor;

- f) The product is moved from its original installation location;
- g) Damage was caused by use of the product with components not authorised by Delta or which are incompatible with the product;
- h) Improper, negligent or inappropriate use, handling or operation of the product by the customer or the contractor;
- i) Insufficient ventilation or storage which does not meet requirements set out in the product manual;
- j) The product is exposed to direct sunlight or heat from heat generating equipment;
- k) The customer or the contractor failed to observe applicable safety regulations in the country in which the product is installed and operated;
- l) Force Majeure (i.e. any event outside the control of Delta including but not limited to natural disasters, lightning, overvoltage, storm, fire, flood and tempest);
- m) Damage to the exterior or casing of the product which does not influence or affect the operation of the product or the supply of energy from the product;
- n) The ambient temperature during the operation of the product falls below -10°C or exceeds 45°C;
- o) The product has exceeded energy throughput value of 12.6MWh.

## Miscellaneous

17. The customer acknowledges that in exercising a right under this document, the customer is bound by all obligations and liabilities attributed to the customer herein.

18. For the avoidance of doubt, this warranty applies to the product only and does not extend to other items that may be connected to product for the purposes of power generation and/or power storage.

19. Other than the initial costs incurred to assess the warranty claim (initial service call and capacity testing), the warranties hereby conferred do not extend to, and exclude any costs associated with the installation, deinstallation or reinstallation of a product, delivery, handling freight, transportation or insurance of the product or any part hereof or replacement of and do not extend to, and exclude any damage or loss occurring by reason of, during, associated with, or related to such installation, deinstallation, reinstallation or transit.

20. Subject to clause 23, this warranty is the complete warranty for the product and supersedes all other warranties and representations regarding the product made by Delta and its related bodies corporate (as this term is defined in the *Corporations Act 2001* (Cth)) or their Local Agents. For the avoidance of doubt, Delta makes no other warranties to the customer, either express or implied with respect to the products other than those implied by the Law.

21. The benefits under this warranty are in addition to other rights and remedies available to the customer under Victorian Law.

22. Delta hereby reserves the right to amend the terms of this warranty in the circumstances where such amendments will (a) enable Delta to offer enhanced warranty services to customers, (b) enable compliance with legislative, regulatory or other changes at law, or (c) if technology changes require

consequential changes to these terms. Once a new warranty version has been released, the older versions are overwritten by the latest warranty version. The customer is accordingly advised to view the most updated warranty at the following web address: [www.delta-es.com.au](http://www.delta-es.com.au).

### **Law and Jurisdiction**

23. The validity, construction and performance of this warranty shall be governed by the laws of Victoria and any dispute arising or in any way connected with the subject matter of this warranty shall be subject to the laws of Victoria. In the case of proceedings issued by the consumer against Delta, such proceedings shall be subject to the exclusive jurisdiction of Victorian courts only.