

WARRANTY CONDITIONS

For the Soluna 15K Pack HV

Important Note: Products Purchased in Australia

If you have purchased your product in Australia, this warranty is provided in addition to your statutory rights. Nothing in this warranty is intended to exclude your rights under Australian Consumer Law.

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 for 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.

1. Warranty

Soluna Australia Pty Ltd (**We or Us**) provide to you (the **Customer**) a voluntary product warranty in respect of the following products (the **Products**) which are supplied by Us in Australia and New Zealand:

- Soluna 15K Pack HV

2. Product Warranty

During the Warranty Period, We warrant that We will repair or replace (at our option) a Product or any part thereof if such Product is faulty or defective (**Product Warranty**).

Subject to clause 11, this the Product Warranty applies for a period of **10 years** from the date of original purchase for the Product from Us (**Warranty Period**).

A Product is faulty or defective if we are reasonably satisfied that it is inoperable because of defects in material or workmanship. We may be required to inspect a Product to establish that it is faulty or defective. If We elect to replace a Product, We will endeavour to replace Products with identical products. However, due to technological advancements, that Product may not be available. In these cases, We will supply another

type of product of at least the same value and standard, although the replacement product may be a different size, shape, colour and/or capacity. Due to technical advances, it is possible that replacement parts or components may not be compatible with the other components already installed. Any costs relating to the incompatibility of systems are not covered by this Warranty.

3. Battery Performance Warranty

Subject to clause to clause 11, We warrant that the Soluna 15K Pack HV will retain at least eighty per cent (80%) of its usable capacity (**Battery Performance Warranty**) for the period commencing on the date of installation to the earlier of (i) the date that is 120 months after the date of installation (ii) the date that is two months after the date of transfer of the Warranty under clause 6; and (iii) the date that the total energy of 2.92MWh usable capacity has been dispatched from the battery (**Battery Performance Warranty Period**).

During the Battery Performance Warranty Period, We warrant that We will repair or replace (at our option) a Product or any part thereof if such Product fails to comply with the Battery Performance Warranty.

4. Conditions

The Product Warranty and the Battery Performance Warranty (together, the **Warranty**) only apply where Products have been installed and commissioned by a properly licensed, authorised battery installer to the relevant standards in accordance with the **installation manual and the Clean Energy Council 'Best Practice Guidelines'**. The installer has provided a commissioning report signed by the Customer and the installer for product commissioning and handling instructions. Proof may be required of correct installation and commissioning of the Product (such as a certificate of compliance).

The Product must have its original serial number and rating labels intact and readable. This Warranty only applies to Products purchased by Customer from Us directly or an authorised reseller.

Any claim under this Warranty must meet the requirements set out below in clause 7.

5. Exclusions

This Warranty does not apply to a defect or fault:

- due to storage, handling, installation (or removal and/or reinstallation) or commissioning of the Product otherwise than in accordance with instructions provided by Us, applicable safety regulations or without reasonable care including installation of a Product which is of an inappropriate size or type for the intended purpose;
- due to operation, use or maintenance of the Product otherwise than in accordance with instructions provided by Us or without reasonable care (including failure to maintain/ clean the Product in accordance with recommendations in instruction/ operation manuals);
- due to accidental damage, theft or vandalism, or use of the Product for a purpose or in environmental conditions for which the Products were not designed for or sold, or use of the Products outside the specified or normal operating ranges for such Products;
- as a result of changes which occur in the condition or operational performance of the Product due to climate or other environmental influence, foreign material contamination (e.g. dirt, smoke, salt, chemicals and other impurities), water entry, exposure to excessive heat or solvents or because of use of the Product with insufficient ventilation (in particular the maximum temperatures according to the operating manual), exposure to strong vibrations, exposure to a strong magnetic field or damage as a result of Force Majeure event;
- from normal wear and tear or when replacement or repair of parts would be part of normal maintenance or service of the Product or where the damage is only to surface coating, varnish or enamel;
- as a result of repairs, alterations or modifications to the Product which have

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- been performed by a third party not authorised by Us;
- from the use of any spare parts not manufactured, sold or approved by Us in connection with the repair or replacement of Product; or as a result of the interconnection of the Product with products of another manufacturer; or as a result of any other defective or malfunctioning parts in the system into which the Product has been installed;
- where the nameplate or serial number of the Product is modified, altered or not readable;
- if damage has occurred during transportation;
- other damages not affecting energy generation and which are of a visual nature (e.g. surface scratching);
- caused by continued use of the Product after it is known (or ought to have been known with regular servicing) that the Product was faulty or defective.

This Warranty does not apply to any Products that have been:

- entirely or partially disassembled or modified, except where such disassembly is carried out by Us; or
- damaged by fire, water, biological infestations, acts of nature or input voltage that creates operating conditions beyond the maximum or minimum limits specified in the product specification.

This Warranty does not cover:

- any costs incurred by the Customer or the installer in normal or scheduled maintenance of the Product; or
- any other expenses such as transportation, travelling and accommodation cost of personnel etc.;
- subject to any law to the contrary, any damage to property, personal injury, direct or indirect loss, any consequential losses or other expenses arising from breach of this Warranty.

Deliveries to incorrect addresses, damaged packing and transit damage claims are covered by this Warranty. Such cases should be referred to Customer Service on www.soluna.com.au

6. Transfer of Warranty and Warranty of replacement Products

Where a Product is replaced or repaired under this Warranty, the balance of the original warranty period will apply to the replaced or repaired products. The replacement product or part(s) do not carry a new voluntary warranty.

During the Warranty Period, this Warranty is transferrable from the Customer to a different owner provided that:

- The Customer transfers ownership of the Products at the same time as it transfers the right to occupy the premises where the Product is installed (**Original Location**);
- the Product remains installed at the Original Location; and

7. How to Make a Warranty Claim

If a Product becomes defective or faulty during the Warranty Period, the Customer must immediately stop using the Product or the system in which the Product is installed by isolating the Product from any energy source. The Customer must notify Us of the defect or failure as soon as possible and follow all instructions provided by Us, or our representative or agents.

To make a claim under this Warranty, the Customer must contact us by email service@soluna.com.au and provide the following information:

- The Customer's name, address, postcode and a telephone number where the Customer can be contacted;
- The model designation and serial number of the Product (you can find both on the Product);
- Proof of purchase with date and address of the supplier;
- Installation date and installation address;
- Signed commissioning report or protocol;

- Contact details of the installer;
- A complete and detailed list of observed faults and other information which could help with the analysis of the fault (e.g. any modifications).

Following the receipt of the replacement product, the Customer must return the defective or faulty Product in the same packaging material as the replacement product. We will supply all labels, documentation and freight details for the return of the Product. All Products must be returned within 10 (ten) working days of the receipt of the replacement product. A qualified installer must be available for the unit exchange and re-commissioning.

8. Costs of Submitting a Warranty Claim

If We accept the Customer's claim under this Warranty, We will pay or reimburse the reasonable costs associated with the making of the Warranty claim, including:

- warranty processing costs;
- the cost of replacement parts or freight; and
- labour costs associated with the removal and re-installation of the Product limited to maximum AUD 180 plus GST per claim.

Reimbursement for necessary and reasonably incurred costs or expenses in making valid warranty claims under this Warranty may be claimed from Us upon provision of documentary evidence .

If We do not accept the Customer's claim under this Warranty, the Customer must pay for all of its own costs incurred in making the Warranty claim, including transport or return freight.

9. Deadlines for Submitting Warranty Claims

We aim to rectify genuine quality problems as a priority. This is generally achieved by investigating why faults or defects have occurred and by introducing immediate corrective action measures to prevent re-occurring of the issue. It is therefore critical

that all claims under this Warranty are promptly submitted to us as soon as the Product fails, and in any event, within three months of the date that the Customer became aware of the fault or defect, or ought to have been aware of the fault or defect if the Customer had used reasonable care and diligence and complied with all user manuals/instructions. No consideration will be given to claims under this Warranty which are made after this period.

10. Product Liability and Product Safety

We should be informed immediately about any potential product safety concerns within and outside the Warranty period. We are well aware of our product liability and product safety obligations and responsibilities. We aim to ensure appropriate product safety standards are met in order to avoid injury, loss and damage caused by defects in any Product.

11. Terms of Warranty if the System not connected to internet

The Customer must ensure that all Systems are continuously connected to a reliable internet connection to allow monitoring of the System.

Each time a Warranty claim is made in respect of a Product installed in a System that has no internet connection, the installer or the Customer is required to organise qualified personnel to conduct an on-site inspection and data collection under the instruction of Soluna.

We monitor systems and inform end Customers via the internet in the event of defects in the material or workmanship of the product within the warranty period. For systems with no internet connection, the Customer should inform Us immediately if a Product qualifies for repair or replacement under this Warranty.

If the Customer does not comply with the requirement to ensure that the System remains connected to the internet:

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- The Warranty does not apply for the Warranty Period, and instead applies for the period of **3 years** from the date of original purchase for the Product from Us; and
- The Battery Performance Warranty in clause 3 does not apply

Miscellaneous

This Warranty shall form part of the purchase contract in respect of the Product between us and the end-user and shall be complied with by both parties.

The terms of this Warranty cannot be amended except in writing by one of our authorised officers.

Importer contact Details

Soluna Australia Pty Ltd offers this warranty

1-675 Murray Street
West Perth 6005
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Callers within Australia, please contact 1300 126 888.

Manufacturer contact details

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