

Warranty conditions Soluna Battery Module 10K Pack HV and 15K Pack HV (NCM)

Important note: Australia

If your product was purchased 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 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 product repaired or replaced if it fails to be of acceptable quality and the failure does not amount to a major failure.

Important note: New Zealand

If your product was purchased in New Zealand the Consumer Guarantees Act 1993 and the Fair-Trading Act 1986 (**New Zealand Consumer Law**) apply. However, if the product is acquired for the purpose of a business, then the Consumer Guarantees Act 1993 shall not apply. Your rights under New Zealand Consumer Law may also apply to any repaired or replacement product. Our goods products come with guarantees that cannot be excluded under New Zealand 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 product repaired or replaced if it fails to be of acceptable quality and the failure does not amount to a major failure.

1. Warranty

Soluna Australia Pty Ltd (hereinafter **Soluna AU**) provides to you, the end-user (hereinafter **Buyer**), through an authorised dealer, a voluntary product warranty in respect of the following products (hereinafter **Products**), which are supplied by Soluna AU in Australia and New Zealand.

- Battery Module Soluna 10K Pack HV
- Battery Module Soluna 15K Pack HV

2. 2-1 Product warranty

During the designated warranty period, Soluna AU warrants that it will repair or replace the Product, or any part thereof, or refund or compensate the Buyer (at its discretion) for same, if the Product is faulty or defective (**Product Warranty**).

2-2 Limitations of scope

- The repaired or replaced product shall be warranted for the remainder of the original term of the performance warranty. In any event, the replacement shall not justify the renewal of the term of the performance warranty (please refer to *section 3. Battery Performance Warranty* below).

The Product Warranty applies for the earlier of the following.

- a) A period of 10 years from the date of original purchase of the Product (**Warranty Period**).
 - b) Achievement of the minimum energy capacity as set out in the energy throughput table (see also *section 3. Battery performance warranty* below).
- ii) The Product is deemed faulty or defective if Soluna AU is reasonably satisfied that it is inoperable due to defects in materials or workmanship. Soluna AU may have to inspect the Product to establish whether it is faulty or defective.
 - iii) If Soluna AU elects to replace the Product, it will endeavour to replace it with one that is identical. However, due to technological advancements, the original product may not still be available, and it is possible that replacement parts or components may not be compatible with other components already installed. Any costs relating to the incompatibility of systems are not covered by the Product Warranty (subject to *section 4. Service parts and product* below).

In such cases, Soluna AU will supply another type of product of at least the same value and standard as the original product, although the replacement product may differ in terms of size, shape, colour and/or capacity.

2-3 Warranty exclusions

The Product Warranty does NOT cover damage or costs associated with the following.

- Incorrect or improper transportation, storage, installation or wiring by the Buyer or the installer.
- Disassembly, modification, alteration, repair or replacement of the Product by someone not authorised or certified to do so by Soluna AU or an authorised reseller.
- Installation that fails to comply with the Soluna AU installation manual and Australia's relevant safety and industry standards.
- External influences, including abnormal physical or electrical stress (power failure surges, inrush current, lightning, flood, fire or accidental breakage/damage).
- Incorrect design or sizing or examples of the Product that are not fit for purpose.
- The nameplate or serial number of the Product being modified or altered or rendered illegible.
- Biological infestations.
- Extreme operating temperatures (below -10° C or exceeding +45° C).
- Subject to any law to the contrary, any damage to property, personal injury, direct or indirect loss, consequential losses or other expenses arising from a breach of the Warranty.
- Any expenses incurred by the Buyer or installer during normal or scheduled maintenance of the Product, or any other expenses, such as transportation, travelling and accommodation, or cost of replacement or repair work, undertaken prior to approval of same from Soluna AU or an authorised reseller.
- Delivery of the Product to an incorrect address, damage to the Product packaging and/or transit damage claims (in such instances, please contact customer service at Soluna AU: [http://www.soluna.com.au/.](http://www.soluna.com.au/))

3. Battery performance warranty

Where the Product operates in self-consumption mode, Soluna AU warrants that each battery module will retain at least 60% per cent of its usable capacity (Battery Performance Warranty) for the period commencing from the date of installation until the earlier of the following.

- i) 120 months after the date of installation.
- ii) 2 months after the date of transfer of the Warranty under section 5 below.

The term 'Nominal energy' refers to the original rated battery capacity of the Product, as printed on the Product label. The pre-conditions of the valid 10-year Product Warranty shall be as follows.

- i) The ambient operating temperature of the Product is between -10° C and +45° C.
- ii) The energy throughput during the period is less than the values in the table below.

Product name	Nominal energy	Energy throughput
10K pack HV	10 kWh	20 MWh
15K pack HV	15 kWh	29 MWh

4. Service parts and Product

During the period of the Battery Performance Warranty, Soluna AU warrants that it will repair or replace (at its discretion) the Product, or any part thereof, if the Product fails to comply with the Battery Performance Warranty.

- (i) A service product/part can be in 'as new' or refurbished condition if its performance is equal or superior to that of the defective product/part and it is guaranteed by Soluna AU.
- (ii) In the event that the type of product to be replaced is no longer available, Soluna AU may replace it with another product with equivalent functions and performance or refund the remaining annually depreciated value of the purchase price of the Product during the term of the Battery Performance Warranty, as per the compensation scheme outlined below. The 'purchase price' mentioned herein means the price paid for the Product, as shown on the final tax invoice provided by the seller.

(iii) The Soluna AU compensation scheme is as follows.

- 100% of the purchase price from the initial installation date to the 24th month.
- 72% of the purchase price from the 25th to the 36th month.
- 58% of the purchase price from the 37th to the 48th month.
- 44% of the purchase price from the 49th to the 60th month.
- 30% of the purchase price from the 61st to the 72nd month.
- 16% of the purchase price from the 73rd to the 84th month.
- 6% of the purchase price from the 85th to the 96th month.
- 4% of the purchase price from the 97th to the 108th month.
- 2% of the purchase price from the 109th to the 120th month

No warranty of performance will be provided after the 121st month.

5. Transfer of Warranty and warranty of replacement products

During the Warranty Period the Buyer can transfer the Product Warranty to a different owner, provided that:

- the Buyer transfers ownership of both the Product and the right to occupy the premises at which the Product is installed ('**Original Location**') simultaneously, and
- Soluna AU is informed of the transfer (via service@soluna.com.au), since ownership and software details will need to be updated.

Note: for the Product Warranty and ownership to be transferred, the Product **must** remain installed at the Original Location.

6. Making a Warranty claim

If the Product becomes defective or faulty during the Warranty Period, the Buyer must notify the authorised installation company or Soluna AU of the defect or failure as soon as possible and must follow all the instructions provided by Soluna AU or its representative or agents.

To make a claim under the Product Warranty, the installer must email Soluna AU at service@soluna.com.au and complete a product warranty claim form, being sure to include the following information.

- The Buyer's name and address (including postcode) and contact phone number.
- The model designation and serial number of the Product (both can be found on the Product itself).
- Proof of purchase of the Product, including the name and address of the supplier and the date of purchase.
- The installation address and date of installation.
- A signed commissioning report or protocol.
- The installer's contact details.
- A complete and detailed list of observed faults and any other information that could assist with analysis of the fault (for example, any modifications made to the Product).

Following receipt of a replacement product, the Buyer must return to Soluna AU the defective or faulty goods in the packaging material that contained the replacement product. Soluna AU will supply all labels, documentation and freight details for the return of the defective goods. A qualified installer must be available for the battery exchange and recommissioning and the defective goods must be returned within 10 working days of receipt of the replacement product.

7. Costs of submitting a Warranty claim

If Soluna AU accepts the Buyer's claim under the Product Warranty, it will pay or reimburse the reasonable costs associated with making the Product Warranty claim, including the following.

- Product Warranty processing costs.
- The cost of replacement parts and freight.
- Labour costs associated with removal of the defective goods and installation of the replacement product, limited to a maximum of AU\$180 (plus GST) per claim.

Reimbursement of necessary and reasonably incurred costs/expenses in submitting a valid claim under the Product Warranty may be claimed from Soluna AU upon provision of documentary evidence of same.

If Soluna AU does not accept the Buyer's claim under the Product Warranty, the Buyer must pay all costs incurred in making the Product Warranty claim, including the costs of transport and return freight.

Miscellaneous

- The Product Warranty forms part of the purchase contract in respect of the Product between Soluna AU and the Buyer and shall be complied with by both parties.
- The installer of the Product must complete the online Warranty Registration Form (available at <https://soluna.com.au/warranty/>) at the time of commissioning the Product, including identifying the Product to which the Product Warranty applies (please refer to the Soluna AU user manual for Product details).
- The terms of the Product Warranty cannot be amended except in writing by an authorised officer of Soluna AU.

Contact details

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