Pylon Technologies Co., Ltd.
No.300, Miaoqiao Road, Kangqiao Town, Pudong, Shanghai 201315, China

Consumer Warranty – Force H3X Series Hybrid Energy Storage System

1. Consumer Laws

If you acquire the Product from an Authorized Reseller in Australia and the Consumer Law applies, the Product comes with guarantees that cannot be excluded under the Australian Consumer Law (**ACL**). 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.

If you acquire the Product from an Authorized Reseller and the Consumer Law applies, the Product comes with guarantees that cannot be excluded under the *Consumer Guarantees Act 1993*.

The benefits provided by this Warranty are in addition to all other rights and remedies in respect of the Product which You have under the Consumer Law or any other law that cannot be excluded.

2. Product Warranty

The Product is integrated with the following Smart Controller and Battery Modules.

Products	Models
Hybrid Energy Storage System	Single Phase: ● FH3X-3.6K-HY-1P-xx (xx = 5 ~ 20, in step of 5); ● FH3X-5K-HY-1P-xx (xx = 5 ~ 20, in step of 5); ● FH3X-6K-HY-1P-xx (xx = 5 ~ 20, in step of 5); ● FH3X-8K-HY-1P-xx (xx = 5 ~ 20, in step of 5). Consists of Single-Phase Smart Controller and FH10050 (102.4V50Ah Battery module).
	Three Phase: ● FH3X-8K-HY-3P-yy (yy= 10 ~ 35, in step of 5); ● FH3X-10K-HY-3P-yy (yy= 10 ~ 35, in step of 5); ● FH3X-12K-HY-3P-yy (yy= 10 ~ 35, in step of 5); ● FH3X-15K-HY-3P-yy (yy= 10 ~ 35, in step of 5). Consists of Three-Phase Smart Controller and FH10050 (102.4V50Ah Battery module).

Pylontech warrants that the Product will be free of defects caused by improper workmanship or defective materials.

This warranty commences the period of Ten (10) years from the earlier of:

1. the date of installation of the Product; or
2. six (6) months after the date the Product was manufactured,

Or, the Maximum Throughput is reached, whichever comes first.

This warranty does not include any accessories and tool kit items provided with the Product.

This warranty only covers the repair or replace of a defective Product. Pylontech will repair or replace the Product if the Product is defective and returned during the Warranty Period. The repaired or replaced product will continue the original remaining warranty period. In either case it shall not justify as a renewal of the warranty period.

When a new module is added to the battery system, the original warranty period of the battery system remains unchanged, and the warranty period of the newly added module is calculated as the new product.

When a new hybrid energy storage system is coupled to the power connection point of the existing hybrid energy storage system, the existing hybrid energy storage system keep the original warranty period unchanged, and the warranty period of the newly added hybrid energy storage system is calculated as the new one.

3. Warranty Conditions

The warranties in respect of the Product only apply if the Product:

1. is purchased from Pylontech or an Authorized Reseller in the Territory;
2. has the official Pylontech serial number;
3. is installed in the Territory;
4. is installed, operated and maintained in accordance with the Product Instructions; and
5. be used on a daily cycle basis and only for energy storage system,

4. Claim

Claims can be made to the Authorized Reseller from whom the Product was purchased or from Pylontech directly.

In order to claim under this Warranty, You must:

1. present the certificate of warranty declaration in its original form;
2. submit the invoice for the procurement of the Product indicating the date of delivery; and
3. complete the warranty card provided with the Product at the time of purchase and emailing a copy to Pylontech at the below email address
4. provide the Pylontech system log data recorded by the Product as an indication of whether or not the Minimum Capacity has been achieved (but this would not be determinative).

To make a claim to Pylontech directly, please contact:

Address: No.300, Miaoqiao Road, Kangqiao Town, Pudong, Shanghai, China
Post Code: 201315
Telephone： +86 2151317693 / +86 2151317697
Fax: +86 21-51317698
Email: service@pylontech.com.cn

To make a claim to Local responsible supplier(Pylontech Australia), please contact:

Pylontech may contact You for further information regarding a defect. Pylontech may require You to complete root analysis testing of the Product to provide evidence supporting the claim. Final verification of the claim will be made by Pylontech.

If You dispute Pylontech's verification of the claim, the Product must be evaluated by an Australia government certified testing lab or a certified 3rd party testing company. You will bear the cost of any 3rd party evaluation service charge (unless your claim is proven to be valid, in which case Pylontech will be responsible for the testing costs).

If any testing of the Product's capacity is required, the testing must occur in the following conditions

a) The test is based on single battery module.

b) The ambient temperature of the Product must be 25℃±2℃

c) The initial temperature of the battery pods must be 25℃±1℃

d) Constant voltage(57.6V) constant current (0.2C-rate) charge till all the cell voltage above 3.50Vdc or till charge current less than 1Amps.

e) Constant voltage(46V) constant current (0.2C-rate) discharge till battery low voltage protection cut-off.

If the Product is no longer available, Pylontech may, at its discretion, replace the Product with a refurbished product or different product or parts with equivalent functions and performance according to the latest technical information available. The Product warranty period shall be the remaining time of the original warranty period after Pylontech provides the repair or replacement of the parts free of charge. Under no circumstances shall the warranty period be extended for any repair or replacement.

5. Limits to Covers

This Limited Product Warranty only applies when the following conditions are met:

1. The Covered Products shall be the hardware and shall exclude any components, which are separate from the Covered Products such as ancillary equipment, consumable and mechanical parts for mounting, or protective coatings that are designed to diminish over time (except where the defect has occurred due to a defect in materials or workmanship).

2. This Limited Product Warranty only applies to Customers who have purchased the Covered Products directly from Pylontech, or from an authorized seller of Pylontech in Australia. Pylontech only process the transportation in Australia.

3. The installation and any removal and reinstallation has been carried out in accordance with the installation directions and user guidelines which are provided with the Covered Products.

6. Exclusions of Warranty

To the extent permitted by law, Pylontech excludes all liability for the Product to the extent that any damage or defect has been caused or contributed to by the following:

1. Product has not been installed and operated properly according to the Product manual.
2. You treat the Product improperly, negligently or in any other inappropriate way, including using the Product outside the recommended condition in accordance with the Product Instructions;
3. Transportation, including but not limited by dropping, trampling, deforming, impacting, or spearing with a sharp item;
4. Storage, installation, commissioning, modification or repair of the Product that has been performed by a person other than Pylontech or a Pylontech's certified installer;
5. Abuse, misuse, negligence, accidents or force majeure events, including but not limited to lightning, flood, fire, extreme cold weather, or other events outside the reasonable control of Pylontech;
6. Any attempt to extend or reduce the life of the product without written confirmation from Pylontech, whether by physical means, programming or others;
7. Removal and reinstallation at another place from the original installation without the written confirmation from Pylontech;
8. Conductive dust or corrosive gas;
9. The Product has been connected with different type battery modules;
10. Product have been connected with battery not from Pylontech;
11. Failure to install, operate or maintain the product in accordance with the Product Instructions;
12. Normal wear and tear or deterioration, or superficial defects, dents or marks that impact the performance of the Product; and
13. Theft or vandalism of the Product or any of its components.

7. Limitation of Liability

This Limited Product Warranty shall be in lieu of all other warranties, conditions or guarantees as to description, quality, fitness for any particular purpose, satisfactory or merchantable quality of the Covered Products or any other warranty, condition or guarantee whether express or implied.

Pylontech shall not be under any liability whether in contract, tort or otherwise in respect of any non-conformity of or defect in the Covered Products or for any injury, damage or loss resulting from such non-conformity or defect or for any loss of contracts, loss of revenue, loss of use or profits or business, business interruption or for any extra operating expense or any indirect, consequential or economic damages or losses whatsoever and howsoever caused. The remedies specified in this Limited Product Warranty shall be the Customer's sole and entire remedy in respect of any non-conformity of or defects in the Covered Products.

Notwithstanding the foregoing, nothing in this Limited Product Warranty shall limit Pylontech's liability for:

i) death or personal injury.
ii) fraud or fraudulent misrepresentation.
iii) any other liability that cannot be limited or excluded as a matter of law.

8. General provisions

This warranty is subject to the law of the Australia.

If any provision in this document is unenforceable, illegal or void or makes this document or any part of it unenforceable, illegal or void, then that provision is severed, and the rest of this document remains in force.

If any provision in this document is unenforceable, illegal or void in 1 jurisdiction but not in another jurisdiction or makes this document or any part of it unenforceable, illegal or void in 1 jurisdiction but not in another jurisdiction, then that provision is severed only in respect of the operation of this document in the jurisdiction where it is unenforceable, illegal or void.

9. Definitions

In this document:

1. **Authorized Reseller** means an approved Pylontech retailer or distributor in the Territory.
2. **Consumer Law** means: Australian consumer law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth);
3. **Minimum Usable Capacity** means at least 70% of the Usable Battery Capacity during the Warranty Period.
4. **Nominal Energy** means the initially rated capacity of the Product as printed on the label of the Product.
5. **Throughput** means the delivered energy per 1kWh of Nominal Energy at the end of warranty period, details see below table:

Model / C-rate	⩽0.5C	⩽1C
FH10050	3.0 MWh	2.8 MWh

*Failure to achieve the daily 1 cycle or equivalent capacity usage will cause the throughput failure to meet the above table mentioned MWh target, this is excluded from the performance warranty terms.

6. **Product** means Force H3X Hybrid energy storage system manufactured by Pylontech;
7. **Product Instructions** means the instructions and manuals issued by Pylontech with the Product that set out how the Product should be installed and operated.
8. **Pylontech** means No.300, Miaoqiao Road, Kangqiao Town, Pudong, Shanghai, China
9. **Territory** means Australia
10. **You** means the natural person that acquired the Product.

Geoffrey Song
General Manager, International Division, Pylon Technology.

Pylon Technologies Co., Ltd.
No.300, Miaoqiao Road, Kangqiao Town,
Pudong, Shanghai 201315, China
T+86-21-51317699 | **F** +86-21-51317698
E service@pylontech.com.cn
W www.pylontech.com.cn