

# Powervault – Limited Warranty Repair and/or Replacement

1. This limited warranty for repair and/or replacement of faulty parts is included in the retail price of Powervault products sold from 01 June 2018; and until Powervault updates this warranty document.
2. This warranty document outlines the terms of this limited warranty (hereafter “Warranty”). For each product Powervault sells, Powervault shall state on the datasheet of that product (the “**Data Sheet**”) the following parameters which are relevant to this Warranty:

“**Warranty Period**” – the duration of the warranty of the Powervault product calculated in calendar months from the Production D, and as stated on the Data Sheet;

“**MWh Throughput**” – the aggregate MWh of energy that can be discharged from the battery, for a given model;

“**End State of Health**” – the minimum capacity of the battery during the warranty expressed as a percentage of its capacity when new; and
3. “**Production Date**” – the date of production according to the product serial number and Powervault’s records. Powervault warrants that the product will be free from defects in materials and workmanship for Warranty Period. If the product proves defective during this Warranty Period, Powervault, at its option, will either repair the defective product without charge for parts and labour, or will provide a replacement in exchange for the defective product. The customer will cover the cost of shipping replacement parts.
4. Batteries will not be classed as defective provided that their capacity or ‘State of Health’ is greater than the End State of Health and they have completed the advertised MWh Throughput under the warranty.
5. If the battery capacity drops below the End State of Health before the battery has delivered the MWh Throughput; and before the Warranty Period has expired, Powervault will supply a replacement battery at a pro rata cost calculated as follows:
  - a) Powervault will calculate the State of Health by the battery to determine whether it is above or below the End State of Health.
  - b) Powervault will calculate the MWh delivered by the battery.
  - c) Powervault will confirm the replacement battery list price (“ReplacementListPrice”) and the MWh rating of the closest new battery “New MWh Throughput” at the date of the replacement.
  - d) Powervault will provide a discount to the customer equivalent to the MWh not provided under the initially warranted battery. The customer will pay Powervault according to the formula  $\text{ReplacementListPrice} \times (1 - ((\text{MWhDelivered} \div \text{New MWhThroughput}) / \text{New MWh Throughput}))$  and Powervault will provide a battery replacement.
  - e) Powervault will act in good faith in calculating these values according to the principle of covering the cost of the originally warranted MWh Throughput. In the event of a disagreement as to the calculation Powervault’s determination of the warranty shall be final.
6. Parts, modules and replacement products used by Powervault for warranty work may be new or reconditioned. All replaced parts, modules and products become the property of Powervault.

7. In order to obtain service under this Warranty, the Customer must notify Powervault of the defect within 14 days of it becoming apparent and before the expiration of the Warranty Period and make suitable arrangements for the performance of service. Should the defect be reported beyond 14 days of it becoming apparent Powervault at its option may refuse to replace parts damaged as a result of the unit being allowed to continue to operate with the fault.
8. This Warranty shall not apply to any defect, failure or damage caused by improper use or improper or inadequate maintenance and care. Powervault shall not be obliged to provide service under this Warranty a) to repair damage resulting from attempts by anyone other than Powervault representatives or their agents to install, repair or service the product; or (b) to repair damage resulting from improper use or connection to incompatible equipment of the product; or (c) to repair any damage or malfunction caused by the use of non-Powervault supplies with the product; or (d) to service a product that has been modified or integrated with other products, or (e) in the event that the product has not been left connected to the internet or Powervault has received telemetry data for fewer than 90% of the minute time periods prior to the fault occurring in the product; or (f) the product has been used in an environment which does not conform to the specifications in the product data-sheet; or (g) if the defect, failure or damage occurs as a result of acts, events, omissions or accidents beyond Powervault's reasonable control including power outage or electrical failure, theft, war, riot, civil commotion, terrorism, deliberate or malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, water, flood, storm, external thermal, chemical, electrical or electrolytic influences, earthquake, explosions or malicious damage.  
  
This Warranty shall not apply if the customer has not agreed by electronic confirmation to Powervault's General Terms and Conditions.
9. This Warranty shall not apply if the customer is in breach of Powervault's General Terms and Conditions. Powervault's General Terms and Conditions are available here: <https://www.powervault.co.uk/terms-and-conditions/>
10. This Warranty is given by Powervault with respect to the product in lieu of any other warranties, express or implied. Powervault and its vendors disclaim any implied warranties of merchantability or fitness for a particular purpose. Powervault's responsibility to repair or replace defective products is the sole and exclusive remedy provided to the customer for breach of this Warranty. Powervault and its vendors will not be liable for any indirect, special, incidental, or consequential damages irrespective of whether Powervault or the vendor has advance notice of the possibility of such damages.

#### **SUMMARY OF YOUR KEY LEGAL RIGHTS AS A CONSUMER:**

This is a summary of your key legal rights as a consumer. These rights are subject to certain exceptions. For more detailed information please visit the Citizens Advice website or call 03454 04 05 06.

The Consumer Rights Act 2015 requires that the product must be as described, fit for purpose and of satisfactory quality.

If upon first delivery of the product (up to 30 days), it is faulty or does not work then you may be entitled to claim a refund or part refund.

If the product cannot be repaired or replaced as described in this warranty document, within the Warranty Period then you may be entitled to claim a refund or part refund.

If despite the repair and/or replacement of the product in accordance with this warranty document, the product does not last for the Warranty Period, then you may be entitled to claim a refund or part refund.