

LEGAL RIGHTS

Greenhouse International (Kewben Pty Ltd T/A Greenhouse International / The Trustee for the Benporath Family Trust T/A Greenhouse International) warrants each branded Li-ion battery (“the Product”) to be free of defects for a period of 10 years (“the Warranty Period, based on 1 cycle/day, charge /discharge 0.5C, @ 100% DOD) from the date of delivery. If the components in question are determined to be defective in material or workmanship, they will be repaired or replaced. Replacement parts and or repairs shall not reset the warranty period.

APPLICABLE MODEL

This Limited Warranty applies to the product GH-B16A, low-voltage energy storage Lithium battery pack, supplied by Greenhouse International (Kewben Pty Ltd T/A Greenhouse International / The Trustee for the Benporath Family Trust T/A Greenhouse International) reserves the right to change product technical parameters through system upgrades. Such changes shall not be deemed as product defects.

NON-TRANSFERABLE

This Limited Warranty is for the original purchaser of the product and is not transferable to any other person or entity. Please contact Greenhouse International (Kewben Pty Ltd T/A Greenhouse International / The Trustee for the Benporath Family Trust T/A Greenhouse International) for any warranty claim. Any attempt to transfer warranty rights shall automatically terminate this agreement. The buyer shall notify Greenhouse International (Kewben Pty Ltd T/A Greenhouse International / Trustee for the Benporath Family Trust T/A Greenhouse International) in writing within 15 business days of discovering the defect and provide complete usage records.

WARRANTY EXCLUSIONS

Greenhouse International (Kewben Pty Ltd T/A Greenhouse International / The Trustee for the Benporath Family Trust T/A Greenhouse International) as no obligation under this Limited Warranty for products subjected to the following conditions (including but not limited to):

- Damage due to improper installation; loose terminal connections, under-sized cabling, incorrect connections (series and parallel) for desired voltage and AH requirements, or reverse polarity connections
- Environmental damage; inappropriate storage conditions, freezing, water and or exposure to environmental conditions outside the temperature and humidity range as specified in the product manual.
- Damage caused by collision
- Damage due to improper maintenance, under- or over-charging the product and dirty terminal connections
- A product that has been opened, modified or tampered with
- Product that was used for applications other than for which it was designed and intended for, including repeated engine starting, or used in a manner inconsistent with the user manual.
- A product that was used on an over-sized inverter/charger without the use of a manufacturer-approved current surge limiting device

- Damage caused by natural disasters or force majeure
- Damage caused by the use of non-original manufacturer parts
- Product that was under-sized for the application, including an air conditioner or similar device having a locked rotor start-up current that is not used in conjunction with a manufacturer-approved surge-limiting device.
- Product not stored in accordance to the Greenhouse International (Kewben Pty Ltd T/A Greenhouse International / The Trustee for the Benporath Family Trust T/A Greenhouse International) storage guidelines.
- including storage of the product at a low state-of-charge.

This Limited Warranty does not cover a product that has reached its normal end of life due to usage which may occur prior to the Warranty Period, including normal capacity degradation over time. A battery can deliver only a fixed amount of energy over its life which will occur over different periods of time depending on the application. For example, cycling the battery more than 1x time daily, will cause the normal end of life to occur before the end of the Warranty Period. Greenhouse International (Kewben Pty Ltd T/A Greenhouse International / The Trustee for the Benporath Family Trust T/A Greenhouse International) reserves the right to deny a warranty claim if the product is determined, upon inspection, to be at its normal end of life even if within the Warranty Period.

WARRANTY DISCLAIMER

This Limited Warranty is in lieu of all other express warranties, and Greenhouse International (Kewben Pty Ltd T/A Greenhouse International / The Trustee for the Benporath Family Trust T/A Greenhouse International) disclaims and excludes all other express warranties.

Greenhouse International (Kewben Pty Ltd T/A Greenhouse International / The Trustee for the Benporath Family Trust T/A Greenhouse International) also limits the duration of all statutory, express or implied warranties and does not assume any liability arising from product recalls (including, but not limited to, any warranty of merchantability or warranty of fitness for a particular purpose) to the Warranty Period.

Greenhouse International (Kewben Pty Ltd T/A Greenhouse International / The Trustee for the Benporath Family Trust T/A Greenhouse International) sole responsibility for any breach of the battery warranty is to replace the battery/BMS or parts within the warranty period in accordance with the terms of this Limited Warranty (problems such as: low or zero voltage, leakage, bulging cells, etc.; problems with the BMS: damage to the BMS, problems with the BMS acquisition (including voltage, temperature, and current); problems with the BMS runtime logic (run-time logic that does not meet the requirements); problems with the BMS hardware, etc.). Greenhouse International (Kewben Pty Ltd T/A Greenhouse International / The Trustee for the Benporath Family Trust T/A Greenhouse International) does not guarantee compatibility of BMS software with third-party devices.

In no event shall Greenhouse International (Kewben Pty Ltd T/A Greenhouse International / The Trustee for the Benporath Family Trust T/A Greenhouse International) be liable for any other loss or damage of any kind, whether direct, incidental, indirect (including but not limited to loss of profits, goodwill, production

interruption, or alternative energy procurement costs), exemplary, special or otherwise, including any loss of profits or handling, transport or installation costs.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, GREENHOUSE INTERNATIONAL (Kewben Pty Ltd T/A Greenhouse International / The Trustee for the Benporath Family Trust T/A Greenhouse International) MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE

LEGAL RIGHTS

Some countries and/or states do not allow limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights, which may vary from country to country and/or state to state.

This warranty shall be governed by and interpreted in accordance with the laws of Western Australia. Any dispute arising from the performance of this Agreement shall be settled through friendly negotiation. If the dispute fails to be settled through negotiation, all parties agree to submit the dispute to arbitration in accordance with the arbitration rules. Jurisdiction for all matters will be Perth in Western Australia. This warranty is understood to be the exclusive agreement between the parties relating to the subject matter. No employee or representative of Greenhouse International (Kewben Pty Ltd T/A Greenhouse International / The Trustee for the Benporath Family Trust T/A Greenhouse International) authorised to make any warranty in addition to those made in this agreement. Any modifications to this agreement must be made in writing and signed by an authorised representatives of both parties.

Installation and use of Greenhouse International (Kewben Pty Ltd T/A Greenhouse International / The Trustee for the Benporath Family Trust T/A Greenhouse International) products must adhere to all requirements stipulated in the GH-B16A manual and any applicable Australian standards and is the responsibility of the customer and any electrical professionals in the fitting and use of the product.

Any liability for indirect, incidental or consequential damage (including loss of income, profits or business, loss of goodwill or reputation or loss of value of intellectual property) from the failure of Greenhouse International (Kewben Pty Ltd T/A Greenhouse International / The Trustee for the Benporath Family Trust T/A Greenhouse International) and associated products is excluded.

In addition to the warranty given by Greenhouse International (Kewben Pty Ltd T/A Greenhouse International / The Trustee for the Benporath Family Trust T/A Greenhouse International) for customers in Australia, 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 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.

SUBMITTING A WARRANTY CLAIM

To submit a warranty claim, please contact Greenhouse International (Kewben Pty Ltd T/A Greenhouse International / Trustee for the Benporath Family Trust T/A Greenhouse International). The product may be required to be shipped back to the distributor for further inspection.

Contact us:

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