



STANDARD WARRANTY REFERENCE SCHEDULE

Supplier (“We” or “Us”):	CD Power Pty Ltd 354 Cormack Road, Wingfield, SA 5013 Phone 1300 654 547 Email: service@cdpower.com.au Contact: 1300 654 547
Product:	CD-LP51100, CD-HP51100, CD-CTL_LV, CD-HVB1000-80, CD-CTL-HV
Commencement Date:	Means the date of purchase of the Product unless another date is noted below.
Warranty Period:	<ol style="list-style-type: none">1. Warranty Period in respect of defects in material and workmanship – 5 years on Battery Modules CD-LP51100, CD-HP51100 2 years on Electrical components: CD-CTL_LV, CD-HVB1000-80, CD-CTL-HV from the commencement date.2. Performance Warranties – as set out below, each from the Commencement Date.



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Performance Warranties:	<p>The battery modules are guaranteed to retain seventy per cent (70%) of their available power during the limited warranty period (5 years) or a minimum output total energy throughput of 14.1MWh per 5kWh module installed, calculated from the date of product installation and commissioning, whichever comes first.</p> <p>Discharge energy refers to the total amount of electricity a battery is expected to provide during its lifespan.</p> <p>The calculation and measurement of available energy are carried out using the following testing method:</p> <ul style="list-style-type: none">• The ambient temperature is between 25-28 °C, and the BMS monitoring shows a temperature of 25-28 °C;• Perform 0.2C constant current discharge on the battery until it reaches the discharge cut-off voltage or the battery protects itself.• Wait for 10 minutes• Charge the battery with a constant current and voltage of 0.2C and 58.4V until the battery reaches 100% or reaches the charging cutoff voltage of 58.4V
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Performance Warranties	<ul style="list-style-type: none">• Wait for 10 minutes• Perform 0.2C constant current discharge on the battery until it reaches the discharge cut-off voltage or the Undervoltage protection point• The discharge amount recorded during this process is the remaining available power of the battery. <p>To maintain the warranty, if the device is not installed or used immediately, its storage environment needs to meet the following conditions:</p> <p>Refer to 50911951_4 (CUSTOMER MANUAL, CDPOWERCELL LV).pdf for full details on storage.</p>
Claims Representative:	<p>SOUTH AUSTRALIA 354 Cormack Road, Wingfield, SA 5013 Phone 1300 654 547 Email: service@cdpower.com.au Contact: 1300 654 547</p> <p>QUEENSLAND 73/Lot 3 Beaumont Drive, Roma, Qld 4455 Phone 07 4622 2206 Email: service@cdpower.com.au Contact: 07 4622 2206</p>



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WARRANTY TERMS

1. DEFINITIONS:

- 1.1 **“Australian Consumer Law”** means that part of the Competition and Consumer Act 2010;
- 1.2 **“Claims Process”** means the Claims Process set out in our website from time to time;
- 1.3 **“Commencement Date”** means the date set out in the Reference Schedule;
- 1.4 **“Consumer”** has the same meaning given to it under the Australian Consumer Law from time to time;
- 1.5 **“Customer”** or **“You”** means the purchaser of the Product
- 1.6 **“Reference Schedule”** means the reference schedule(s) comprised with these Warranty Terms;
- 1.7 **“Performance Warranties”** means those warranties in respect of the performance of the Product which as referred to in the Reference Schedule.
- 1.8 **“Product”** means the product provided by Us as set out in the Reference Schedule;
- 1.9 **“Product Specifications”** means those specifications in respect of the Product which have been provided to You or which are published on our website.
- 1.10 **“Warranties”** means the Performance Warranties and the warranties contained in this

document, which are provided by Us in respect of the Product.

- 1.11 **“Warranty Claim”** means a warranty claim made by You in accordance with our Claims Process.
- 1.12 **“Warranty Period”** means the relevant period(s) identified in the Reference Schedule.
- 1.13 **“We”** or **“Us”** means the supplier identified in the Reference Schedule.

2. PURCHASE OF PRODUCT

- 2.1 You have purchased the Product from Us. The Product comes with certain Warranties. These Warranties only apply to Products installed in Australia.

3. WARRANTY PERIOD

The Warranties apply for the Warranty Period unless otherwise stated.

4. WARRANTY AGAINST DEFECT

- 4.1 We warrant that the Product will be free from defects in material and workmanship, and will meet the Performance Warranties, for the Warranty Period. Where a Product is found to be defective, and upon receiving and accepting a Warranty Claim, we will, at our option and our cost (subject to clause 5), remedy



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the defect. The manner in which the defect is remedied shall be at our discretion and may include, repair or replacement of the Product or parts (including, substitute parts, in our discretion).

4.2 The Warranties we provide in respect of the Product will not cover any defect where:

- (a) Use and/or operation of the Product is not in accordance with any operating instructions, conditions or directions notified or advised to you. Without limitation, this includes compliance with the terms of any manual provided in respect of the Product.
- (b) The Product is damaged due to improper storage before installation.
- (c) The Product is not properly cared for or maintained in accordance with our recommendations.
- (d) The installation of the Product is faulty or incorrect (other than where we have installed the Product ourselves).
- (e) The Product is modified or varied (including where any modification or variation is one of our own products).

- (f) The Product is misused or used for a purpose for which it is not intended.
- (g) The defect relates to inappropriate use relative to designated power rating; and
- (h) The defect is a result of normal wear and tear.
- (i) The defect is a consequence of or exacerbated by your failure to notify us promptly on the defect occurring or of an earlier problem with the Product and/or to make the

Product available to us for repair (or permit us to access the Product) within a reasonable time.

- (j) The defect was disclosed to you as a feature or limitation of the Product before purchase.

We may, in our absolute discretion, decline a Warranty Claim in any one or more of these circumstances.

5. COSTS

- 5.1 Unless otherwise agreed or prohibited at law, on a Warranty Claim, we will not be responsible for the following costs:





- (a) Any transport or freight costs of returning the Product (if applicable).
 - (b) Where we are required to attend your Premises and where your Premises are located more than 200km from the nearest CD Power Service depot, the travel costs and reasonable expenses incurred by Us.
 - (c) Labour costs or technician costs or diagnostic costs where the cost to us is greater than \$200.00.
- You may be responsible for these and any additional costs in any Warranty Claim.
- Unless otherwise prohibited at law, we shall not be responsible for costs, expenses or losses suffered by you as a consequence of any defect to the Product, including loss of profit, loss of opportunity, damage to person or property and death.
- (b) would be fit for the purpose for which you intend to use it;
 - (c) Only operate and use the Product for the purposes for which it is intended and in accordance with our directions and instructions (whether in writing or not);
 - (d) Comply with our Claims Process;
 - (e) Where requested by us, provide us with reasonable local and remote access to the Product to assess the Warranty Claim and/or perform repairs.
 - (f) Promptly notify us when a defect occurs. You acknowledge that any delay in notifying us may affect whether we accept your Warranty Claim.

6. CUSTOMER OBLIGATIONS

6.1 As a condition of us accepting any Warranty Claim, you must:

- (a) Prior to purchasing the Product, have satisfied yourself that the Product

7. CLAIMS PROCESS

7.1 You must notify us promptly of any defects in respect of the Product and to which the Warranties shall apply. You must comply with any directions or instructions of our personnel in respect of the use (or cessation of use) of the Product and any troubleshooting exercises to resolve the problem.



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7.2 You must submit your Warranty Claim via our Claims Process. The contact details for our warranty claims representative are set out in the Reference Schedule.

7.3 The following applies to any Warranty Claim:

(A) It must be lodged within the Warranty Period.

(B) It must include:

i) proof of original purchase of the Product

ii) proof of any subsequent transfers of ownership.

iii) description of alleged defects(s);

iv) details of the Product nameplate and serial number

v) date and location of original installation; and

vi) name and contact details of the authorised installer (where relevant).

7.4 You acknowledge that any Warranty Claim may be declined where:

(A) You do not comply with the Claims Process, including the

(B) provision of any required or requested information;

(C) Warranty cover is excluded under clause 4.2.

(D) If We are not satisfied that the defect was caused by defective workmanship or materials for which we are responsible.

7.5 We reserve the right to seek reimbursement from you in respect of costs incurred by us in investigating any frivolous or vexatious warranty claims.

8. LIMIT OF LIABILITY

Australian Consumer Law statement:

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 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.

8.1 Subject to clause 8.2, nothing in this document is intended to exclude, restrict or modify the consumer guarantees that would otherwise be available to You under the Australian



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Consumer Law. Where you are a Consumer, the benefits given by

10.1 The benefit of these Warranties may not be assigned or transferred without our express written consent.

8.2 these Warranties are in addition to other rights and remedies that you would be entitled to under a law in relation to the Goods and Services to which the Warranty relates.

8.3 Where under the Australian Consumer Law, we are able to limit the cost of any guarantee we owe You in respect of the Product, then we hereby limit our liability to the lesser of:

- (a) The cost of repairing the Product; or
- (b) The cost of replacing the Product or the supply of an equivalent product;

8.4 Where the Customer is a Consumer and the Product is goods ordinarily acquired for personal, domestic or household use or consumption, nothing in this Agreement restricts, limits or modifies the Customer's statutory guarantees under the Australian Consumer Law.

9. GOVERNING LAW

9.1 This Agreement shall be governed and construed in accordance with the laws of the State of Queensland.

10. ASSIGNMENT

11. SEVERANCE

11.1 If any provision(s) of this Agreement shall be determined to be invalid and not enforceable in accordance with its terms the provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision(s) shall be and continue to be valid and enforceable in accordance with their terms.



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