

Valid from JAN, 2025

Deep Cycle Systems Pty Ltd, Hereinafter referred to as “DCS”, provides the following

### **Performance Warranty**

for the

DCS PV Series 15kWh energy storage units

(the “Subject of the Performance Warranty”) under the following conditions.

DCS provides the end customer (hereinafter referred to as the “Customer”) with a non-transferable warranty for the Subject of the Warranty. The Customer is the natural person or legal entity which acquires the Subject for the purpose of on-site use.

The warranty for the Subject of the Warranty which DCS provides to the Customer is valid for 8 years and begins on the date of the invoice which the vendor issues to the Customer for the acquisition of the Subject of the Warranty.

DCS warrants and represents that the subject of the warranty retains at least 70% of the Nominal Energy for 8 years after the date of invoice under normal conditions of use according to the operating manual during the term of warranty. The Warranty is not constrained by the amount of cycles recorded by the on board computers (BMS) during this term of warranty, meaning that the Warranty allows an unlimited amount of cycles. The term “Nominal Energy” herein means the initially rated capacity of the Subject of the Warranty as printed on the product labels. The precondition of the valid Performance Warranty shall be as follows;

1. The ambient temperatures during the operation of the Subject of Warranty must not fall below -10 degrees C or exceed 50 degrees C.

DCS’s liability under this Warranty shall be limited to the repair or replacement with new or refurbished product at DCS’s option as herein provided of any defective Subject of the Warranty which have been reported by Customer’s place of purchase under Assertion of Warranty Claims as defective, and upon verification by DCS, have been determined to be defective.

Replacement and repaired Subject of the Warranty shall be warranted for the remainder of the original warranty period. In any event, the replacement or repair shall not justify the renewal or new beginning of the warranty period.

**Exclusion of Warranty:**

DCS's warranty shall not cover defects or non-conformities in the Subject of the Warranty which are caused by normal wear and tear, inadequate maintenance, transportation, storage or faulty repair, misuse, neglect, accident or abuse, modification to the Subject of the Warranty by a third party other than DCS or DCS's agent approved by DCS, failure to observe the maintenance or operating instructions provided by DCS, or improper installation. The warranty shall not apply to defects caused by external influences including unusual physical or electrical stress (power failure surges, lightning, flood, fire, accidental breakage), which are not the responsibility of DCS. No warranty shall apply to any damages caused by goods to which the Subject of the Warranty is incorporated or installed into, or used together with, including any parts thereof.

EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR ANY SUBJECT OF THE WARRANTY THEREOF FURNISHED HEREUNDER. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY FOR THE SUBJECT OF THE WARRANTY.

IN NO EVENT SHALL DCS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER FOR ANY REASON (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF EQUIPMENT OR LOSS OF REVENUES) REGARDLESS OF THE LEGAL THEORY ON WHICH ANY SUCH CLAIM MAY BE MADE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Kind Regards,

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