

WARRANTY LETTER FOR BYD BATTERY BOX & BATTERY PLUS (B-BOX&B-PLUS)

Valid from 06/2016 and expire automatically upon the updated version of warranty standard issued by BYD

Thanks for selecting the **Battery box & Battery plus (B-Box&B-plus)**; hereinafter referred to as "Product") of BYD Lithium battery Co., Ltd (hereinafter referred to as "BYD").

Following warranty service is provided for the Product:

1. Applicable region

The warranty is only applicable for home application Products sold in the territory of Australia.

2. Warranty period

Unless otherwise specified herein, the commencement time and period of the warranty shall be as follows:

2.1 Ten (10) years after the invoice Date issued by Vendor. .

3. Warranty

3.1 Product Capacity Warranty: Battery Capacity performance of the Product at least sixty percent (60%) of **battery's net capacity (usable capacity)** for a period of ten (10) years after the Invoice Date.

3.2 If the battery is within capacity warranty period and the battery capacity is lower than 60% of **net capacity**, verified by personnel recognized or authorized by BYD, BYD agrees to provide replace or repair service subject to this Warranty Letter.

4. Preconditions for warranty

Following preconditions shall be met:

4.1 Product shall fall within the warranty period.

4.2 Any system failure, fault or warning information must be reported to BYD or authorized service partner within 2 weeks of appearance.

4.3 Product shall be installed by personnel recognized or authorized service partner.

4.4 Customer shall correctly operate and use the system according to user manual and installation manual.

4.5 Customer shall provide product serial number and invoice.

4.6 Provided that in any event the installation of the Subject of the Warranty for the Customer shall be completed within twelve (12) months from the date of manufacturing date of the Subject of the Warranty.

4.7 The ambient temperature during the operation of the product of Warranty must not exceed 0 °C~50 °C; and the product of the Warranty should not be exposed to or to be stored in a temperature higher than 55 °C;

4.8 The product can only be installed and operated in household energy storage applications with a maximum of one full cycle per day. The warranty will be voided if usage exceeds household energy storage applications.

4.9 Product must be operated with a battery inverter approved by BYD as stated in the compatibility list of BYD from time to time.

5. Replace or Repair

5.1 In the event that any Product covered by the warranty as this Warranty Letter and confirmed by BYD to be defective or non-conformity, BYD shall replace or repair the defective or non-conforming Product at its own discretion. Any maintenance or replacement shall not be deemed as extension or recalculation of the warranty period.

5.2 BYD or Service Provider should respond within 2 working days after receipt after service.

5.3 BYD will be responsible for the reasonable repair or replacement costs in connection with such non-conforming or defective Product. BYD reserves the ownership of replaced battery or Products. Unless otherwise agreed by BYD, the replaced battery or Products shall be returned by customer to the place designated by BYD in the same or similar package within 4 weeks.

5.4 Provided that BYD has discontinued the manufacture of the Product in issue at the time the related warranty claim which confirmed by BYD, BYD may, at its sole option, replace it with a different type of Product (of mutually agreed size, color, shape and/or power) or refund the purchase price prorated by the days of the relevant Warranty Period remaining.

5.5 Replacement of battery, components or Products may not be completely new but with quality and specification compliant with the Product specifications.

6 Exception of Warranty:

6.1 Quality or capacity warranty period expires.

6.2 Damage and defect caused to products by customer due to improper use, misuse, abuse, which nonconforming with user manual or accident.

6.3 Damage caused during transport, incorrect product installation, removal exceed of temperature range during use and improper use.

6.4 Connection without authorization and use in combination with faulty devices or devices with safety issues.

6.5 Product arbitrarily modified or its function changed without authorization from BYD.

6.6 Damage caused to product due to maintenance and other services conducted not by personnel authorized by BYD.

6.7 Customer fails to provide correct product serial number or product serial number is undecipherable or modified without permission.

6.8 Product damage caused by external force, force majeure (unforeseeable, unavoidable and insurmountable objective events, including but not limited to war, civil war, strike, riot or other activities intervened by government) or other third party.

6.9 The defect cannot be overcome under the technology condition when the Products sold to customer.

6.10 Defects of Products arising due to technology update, or renewal of the national or regional laws or regulations.

6.11 Product damage caused by customer deliberately or by willful acts;

6.12 Failure report not provided within 2 weeks of appearance.

7 Non-Applicability of warranty claim

In case a warranty claim is reported which shows not to be valid, the costs incurred by BYD or installer due to this non-applicability of warranty claim have to be covered by customer unless this non-applicability was not visible for customer according to given circumstances.

8 Warranty restriction

Unless otherwise specified herein, to the extent permitted by applicable law, the Warranty Letter and above remedies shall be exclusive and replace all other guarantees and remedies, oral or in writing, expressed or implied. To the extent permitted by applicable law, BYD expressly reject any and all legal or implied warranty, including but not limited to warranties of merchantability, fitness for a particular purpose and hidden or potential defects. If BYD cannot abandon implied warranty as prescribed by applicable law or the guarantee specified by applicable laws, all of such guarantees and warranties shall limit to implied warranty as prescribed by applicable law or the scope within applicable laws and shall be under mandatory application according to applicable law. No distributor, agent or staff of BYD is authorized to make any revision, extension or addition to the quality warranty. The legality and enforceability of remaining clauses herein shall not be affected or damaged if any of clauses herein is adjudged to be illegal or unenforceable.

Unless otherwise specified herein, to the maximum range permitted by applicable law, BYD shall not be liable for any direct, indirect, special, accidental or derivative losses caused by the purchase or use of products and its system, including but not limited to the loss of use, loss in income, actual or expected loss in revenue (including contract revenue losses), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, personal injury or damage loss, or the indirect or derivative loss or damage (including any expense arising from the replacement of equipment and property, resumption of production, etc.) caused by any reasons.

BYD'S LIABILITY FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY CUSTOMER TO BYD FOR SUCH PRODUCT GIVING RISE TO THE LIABILITY.

9 Update of warranty

To the extent permitted by the applicable law, BYD shall reserve the right update this warranty from time to time, and such update may be published on the official website of BYD or sent by email or to the address of customer (if provided by customer when purchase the Products).

10 Service out of warranty

As for the service for the Products out of warranty, BYD agrees to provide certain after sales service to customer upon the written request, and all the costs and expenses which include but not limited to the materials, parts or labor costs, shall be borne by customer. In case of customer give written notice to request the service out of warranty, customer shall provide detail description of defects so that BYD is able to detect whether such defect can be cured or not. For avoidance of doubt, in no event will BYD be liable for the service out of warranty, and this clause 10 will not constitute the promise of BYD to provide such service out of warranty.

11 Reporting of warranty

Please report warranty claims to one of the following addresses:

Customer Service Mailbox: eubatterygrp@byd.com

BYD LITHIUM BATTERY Co.,LTD

No.1,Baoping Road,Baolong Industrial Town Longgang Shenzhen, 518116, P.R.China

To receive customer support, the following information is required.

Product type

Serial Number

Connected PV module type and number

Option equipment

Any using problem please contact us by below address

Contact us:

China

BYD LITHIUM BATTERY Co.,LTD

Customer Service Mailbox: eubatterygrp@byd.com

Telephone:+86 0755 89888888

Address: No.1,Baoping Road,Baolong Industrial Town Longgang Shenzhen, 518116, P.R.China

Australia

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