

## **WARRANTY CONDITIONS - V1.2**

### **For KSTAR C&I ESS products (Australia & New Zealand)**

#### **Applicability and General Provisions**

These general terms and conditions (hereinafter "General Terms and Conditions") shall apply to the purchase of a KSTAR Warranty for devices of the product types in the home use and commercial sector (hereinafter "devices") from KSTAR by the owner of the device or the installer (hereinafter "Customer"):

PCS:

- KAC20DP2
- KAC25DP2
- KAC29.9DP2
- KAC30DP2
- KAC40DP2
- KAC49.9DP2
- KAC50DP2
- KAC80DP2, KAC80D2, KAC80DP2-S0, KAC80D2-S0
- KAC100DP2, KAC100D2, KAC100DP2-S0, KAC100D2-S0
- KAC110DP2, KAC110D2, KAC110DP2-S0, KAC110D2-S0
- KAC125DP2, KAC125D2, KAC125DP2-S0, KAC125D2-S0

#### **Scope of Warranty**

This product warranty applies exclusively to customers meeting either of the following conditions:

Products purchased directly through KSTAR official channels with designated usage in AU & NZ regions (covering Australia and New Zealand);

Products purchased through authorized overseas distributors of KSTAR inverters (covering Australia and New Zealand).

The scope of warranty services shall be provided in accordance with the countries or regions specified in the contract or agreement. In the absence of explicit provisions in the contract or agreement, the delivery location specified in the contract or agreement shall determine the coverage for warranty services. The warranty coverage shall follow the principle of alignment among the country of sale, the country of installation, and the country of after-sales service. In the event of a discrepancy between the country of sale and the country of installation, the agreed location or the delivery location shall prevail.



All warranty periods are as above unless specified on a KSTAR quote. If warranty period was specified on sales order, then warranty period shall prevail sales order.

This Warranty applies only to newly purchased Products that are obtained directly from distributors and retailers approved by KSTAR, installed by a KSTAR-certified and licensed installer, and have not been previously installed for any purpose.

This Warranty is non-transferable except: where the Products are installed in a building, this Warranty will then transfer to any subsequent purchaser of that building or of the Products so long as the Products remain installed.

## **Warranty Period**

### **Product Warranty**

10 years of product warranty: We warrant that we will repair or replace (at our option) a Product or any part thereof, if such Product is faulty or defective in manufacture or materials for a period of 10 years from the date of purchase.

2 years limited warranty for accessory products including Meter.

Starting from the earlier one of following two dates:

- (1) The date on which the product was first installed.
- (2) 6 months from the date of delivery of the applicable Product from vendor's factory.

### **Replace or Repair**

We warrant that we will repair or replace (at our option) a Product or any part thereof, if such Product is faulty or defective in manufacture or materials.

We will endeavor to replace Products with identical products. However, due to technological advancements, that Product may not be available. In these cases, we will supply another type of product of at least the same value and standard, although the replacement product may be a different size, shape, color and/or capacity. Due to technical advances it is possible that replacement parts or components may not be compatible with the other components already installed. We will provide replacement parts or components for the system to work properly, and any other costs incurred in the process related to system incompatibility are not covered by this warranty.

If the products are replaced within the warranty period, the remaining warranty period will be automatically transferred to the replacement products. In this event, you will not receive a new certificate.



If the remaining warranty period is less than 6 months after the replacement, it will be extended to 6 months.

Upon receipt of the replacement unit, the customer shall return the allegedly faulty unit within 10 (ten) working days, using the retained original packaging and pallet of the delivered replacement unit. KSTAR will not be liable for supplying any additional packaging materials; the claimant shall properly pack the faulty device and affix the pickup label in accordance with the courier's requirements.

A qualified installer must be available to complete the unit replacement and re-commissioning, and the replacement unit shall be covered by the original warranty terms of the faulty unit for its remaining valid warranty period.

In respect of valid claims under this Warranty, the end-user will not be charged for reasonable costs associated with the making of a warranty claim, including warranty processing costs, the cost of replacement parts and freight. Reimbursement for necessary and reasonably incurred costs or expenses in making valid warranty claims under this Warranty may be claimed from KSTAR. Documentary evidence in support of such claim will be required.

For out-of-warranty cases (including units beyond the warranty period or those that violate warranty terms), the manufacturer can provide paid repair services. This includes on-site service fees, spare parts costs, and logistics charges. All related expenses shall be borne by the customer.

This Warranty does not cover:

- Any costs incurred by the end-user or the installer in normal or scheduled maintenance of the products;
- Any other costs such as transportation (other than delivery costs of parts or products replaced under this Warranty to the original purchaser), travelling and accommodation cost of persons for on-site support etc.;
- Subject to any law to the contrary, any damage to property, personal injury, direct or indirect loss, any consequential losses or other expenses arising from breach of this Warranty.
- Any costs in making the warranty claim, which is invalid under this Warranty.
- Indirect losses (e.g., loss of power generation profits, damage to associated equipment, etc.)

## **Preconditions for Warranty**

This Warranty is subject to the following conditions:

- The products must have been installed and correctly commissioned by an installer who is properly trained and certified by KSTAR or the original purchaser of the

products. Proof may be required of correct commissioning of the Products (such as certificate of compliance). Claims for failures due to incorrect installation or commissioning are not covered under this Warranty.

- Any battery system failure, fault or warning which leads to system not working or working abnormally, must be reported within 10 days of appearance. The battery module damage caused by the negligence of battery that cannot be charged for a long time will not be covered by the warranty.
- The Products must have its original serial number and rating intact and readable.
- Batteries should be stored indoor with a dry and clean environment and should meet the conditions defined below for Short Period and Long Period. Avoid contact with corrosive substances and stay away from fire and heat source.
- Batteries that will not be used for a long period should be fully charged and discharged at least once per 6 months.
- End User shall provide the proof of the original purchase of the battery system.
- For long term storage,  $SOC \geq 50\%$  should be ensured to prevent damage to the cell.
- This Warranty does not extend to any Products that have been completely or partially disassembled or modified, except where such disassembly is carried out by KSTAR.
- The operating temperature during the operation of the Products must not exceed  $-30^{\circ}\text{C} \sim 50^{\circ}\text{C}$  temperature range and the Products shall not be exposed and stored in a temperature higher than  $50^{\circ}\text{C}$ , and shall not be exposed in an installed area to direct sunlight and rain. The Products installation location must be ventilated in accordance with the requirements of User Manual and Installation Guidance
- The installation of the Battery system for the End User shall be completed within maximum 6 months from the production date. If the equipment is not to be installed or used immediately, please ensure that the storage environment meets the following requirements:
  - 1) Put the equipment back to the packing box if it is not to be installed after unpacking. Pack the equipment using a packing box and put some desiccant in the box before sealing.
  - 2) Storage environment temperature:  $-30^{\circ}\text{C} \sim 50^{\circ}\text{C}$ ;
  - 3) Recommended long-term storage temperature:  $25^{\circ}\text{C} \sim 30^{\circ}\text{C}$ ;
  - 4) Storage environment relative humidity:  $0 \sim 95\%$ , non-condensing.
  - 5) Place the equipment in a cool place where away from direct sunlight and rain.
  - 6) Keep the equipment away from inflammable, explosive, and corrosive matters.
  - 7) Keep the equipment away from the rain.
- The battery system shall be installed with KSTAR inverter. If you want to use any

other brand inverter, please check with KSTAR to make sure it's compatible in advance.

- Following the receipt of the replacement Products, the owner of the Products must return the allegedly faulty unit in the same packaging material as the replacement Products. KSTAR will supply all labels, documentation and freight details for the return of the allegedly faulty unit. All allegedly faulty units must be returned within 10 (ten) working days of the receipt of the replacement Products.
- A qualified installer must be available for the replacement of the Products and re-commissioning.
- As an original purchaser, he shall be responsible to work in good faith directly with KSTAR in order to limit, where reasonable and practical, the return of non-faulty Products. KSTAR will support to rectify the fault or fault message through telephone support or with direct PC links. Note: In order to qualify for further compensation and a replacement unit, the original purchaser must first contact KSTAR and fulfill the responsibilities.

## Exclusions

This Warranty will not apply to a defect or fault to the extent to which one or more of these conditions arises:

- Warranty period specified above has already expired;
- Due to wrong deliveries, incorrect or damaged packing;
- Due to storage, handling, installation (or removal and/or re-installation ) or commissioning of the products otherwise than in accordance with instructions provided by KSTAR, applicable safety regulations or without reasonable care including installation of the Products which are of an inappropriate size or type for the intended purpose;
- Due to operation, use or maintenance of the products otherwise than in accordance with instructions provided by KSTAR or without reasonable care (including failure to maintain/ clean the products in accordance with recommendations in instruction/ operation manuals);
- Due to accidental damage, theft or vandalism, or use of the products for a purpose or in environmental conditions for which the Products were not designed for or sold, or use of the products outside the specified or normal operating ranges for such products;
- As a result of changes which occur in the condition or operational performance of the products due to climate or other environmental influence, foreign material contamination (e.g. dirt, smoke, salt, chemicals and other impurities), water entry, exposure to excessive heat or solvents or because of use of the products with insufficient ventilation (in particular the maximum temperatures according to the operating manual), exposure to strong vibrations, exposure to a strong magnetic field or damage as result of force majeure event;

- Any rust that appears on the device' s enclosure caused by harsh environmental conditions. Faults or damage caused by exposure to sea coasts/saltwater or other aggressive atmospheres or environmental conditions without KSTAR's written confirmation/approval prior to the installation;
- From normal wear and tear or when replacement or repair of parts would be part of normal maintenance or service of the Products or where the damage is only to surface coating, varnish or enamel;
- As a result of repairs, alterations or modifications to the Products which have been performed by a third party not authorized by KSTAR;
- From the use of any spare parts not manufactured, sold or approved by KSTAR in connection with the repair or replacement of the products; or as a result of the interconnection of the products with products of another manufacturer; or as a result of any other defective or malfunctioning parts in the system into which the products has been installed;
- Where the nameplate or serial number of the products is modified, altered or not readable;
- Other damages not affecting energy generation and which are of a visual nature (e.g. surface scratching);
- Continued use of the products after they are known, or would have been known with regular servicing, to be defective;
- Any incidental or consequential damages, loss of profits, loss of data or any other indirect damages;
- Any costs or expenses incurred by the Customer for the procurement of substitute equipment or services;
- Any attempt to extend or reduce the life of the Products without written confirmation from KSTAR, whether by physical means, programming or others;
- External influences including unusual physical or electrical stress (power failure surges, inrush current, lightning, flood, fire, accidental breakage, etc.);
- Product damage caused by external force, force majeure (causes of natural disasters such as unforeseeable, unavoidable and insurmountable objective events, including but not limited to war, civil war, strike, riot or other activities intervened by government, terrorism, war, riots, strikes, unavailability of suitable and sufficient labour or materials and other events which are out of control of KSTAR) or other third party;
- Defects of products arise due to renewal of the national or regional laws or regulations;
- Product failure is not reported to KSTAR or Authorized Service Partner within ten working days of appearance;
- Use of an incompatible inverter, rectifier or PCS;
- Covered Products are not intended for use as a primary or backup power source

for life- support systems, other medical equipment, or any other use where product failure could lead to injury, loss of life, or catastrophic property damage. KSTAR disclaims any and all liability arising out of any such use of your Covered Products. Further, KSTAR reserves the right to refuse to provide support in connection with any such use and disclaims any and all liability arising out of KSTAR's provision of, or refusal to provide, support for your Covered Product in such circumstances;

- Faults caused by the following reasons are not covered by KSTAR's service scope:
  - 1) The storage or handling of improper materials may cause product drop or collision damage. For example, the storage of improper materials may expose the battery to an environment below -30 degree Celsius or above 50 degree Celsius.
  - 2) Battery packs are damp or wet due to outdoor storage.
  - 3) Storage, installation, charging, operation, and control of the energy storage system not in accordance with the user manual. Failures caused by failure to comply with the operating environment or external power parameters required by the written system specifications.
  - 4) After the system is installed or shut down during operation, no auxiliary power is supplied, causing condensation and moisture inside the cabinet.
  - 5) If the system does not run for a long time or has been shut down, causing serious battery attenuation.
  - 6) The products are modified without KSTAR's written approval.
  - 7) Failure to feedback product problems within the warranty period.
  - 8) Performance unqualified/unqualified items due to laws and regulations update.
  - 9) Defects that are not currently recognized by technology at the time the product is sold.
  - 10) Do not provide authorization to operate data via network access and refuse to install firmware updates.
  - 11) If the system fails to be upgraded due to the customer's reasons, KSTAR will not bear the warranty, and the customer will bear all the consequences.
  - 12) Physical access to the system is not granted on site.
  - 13) System damages caused by improper operations of a third party or customer, including those in transportation, installation, and improper adjustment, alteration, and removal of identification marks. If the ESS is used as a backup power device for medical treatment, it may cause personal injury, loss of life, or catastrophic property loss. KSTAR shall not be liable for any loss.
  - 14) This is directly caused by customer infrastructure problems.

## **Exclusions for Failure to Connect to the Internet**

To ensure the validity of the 10-year limited warranty, the device must maintain a stable Internet connection for receiving critical firmware updates and uploading fault information.

All the products are required to be connected to WiFi for fault diagnose before any warranty claim can be approved or any technician can be sent on site. For the products that can't be connected to WiFi, Kstar will not cover the cost to send any technician or electrician on site for testing.

We monitor systems and inform end users via the monitoring platforms for possible defects. For systems with no internet connection, the end customer should inform us immediately if a product is found to be defective in order to avoid further damage to the system.

In the event of any breach of this provision, all logistics, labor, travel and accommodation expenses arising from on-site repairs shall be borne solely by the customer.

Each time a warranty claim is made against a system that has no internet connection, the installer or the end user is obliged to organize qualified personnel to conduct an on-site inspection and data collection under the instruction of KSTAR. KSTAR will not cover the labor cost for the first inspection visit and any visit without KSTAR's assistance will not be taken as a valid 'first inspection visit'.

This Warranty only covers repair or replacement of the defective product. It does not cover:

- any costs incurred by the end user or the installer in normal or scheduled maintenance of the Product; or
- any other costs such as transportation, travelling and accommodation cost of personnel etc.;
- subject to any law to the contrary, any damage to property, personal injury, direct or indirect loss, any consequential losses or other expenses arising from breach of this Warranty.
- Any costs in making the warranty claim, which is invalid under this Warranty.
- Indirect losses (e.g., loss of power generation profits, damage to associated equipment, etc.)

## **Wrong Deliveries and Transit Damage**

Wrong deliveries, incorrect or damaged packing and transit damage claims are not warranty claims. Such cases should be referred to Customer Service on [www.KSTAR.com](http://www.KSTAR.com).

## **Product Liability and Product Safety**

We should be informed immediately about any potential product safety concerns within



and outside the warranty period. We are well aware of our product liability and product safety obligations and responsibilities. It is our aim to ensure appropriate product safety standards are met in order to avoid injury, loss and damage caused by defects in any Product.

## **Miscellaneous**

This Warranty shall form part of the purchase contract in respect of the Product between us and the end-user and shall be complied with by both parties.

### **Important Note: Australian Consumer Law**

This Warranty shall form part of the purchase contract in respect of the Product between us and the end-user and shall be complied with by both parties.

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.

## **Contact Details**

### **China Contact Information**

Company: Shenzhen Kstar New Energy Company Limited

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**Australia Importer information**

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