



Empower™

**ELEKTROBANK 14 PRODUCT WARRANTY  
EXCERPTED FROM OUR TERMS AND CONDITIONS**



**12. Warranty**

- 12.1. Nothing in this Warranty is intended to exclude, restrict or modify any warranty or customer guarantee that cannot be excluded under the Australian Consumer Law.
- 12.2. Except as expressly set out in these Terms, or if applicable the Australian Consumer Law:
- (a) Empower Energy makes no warranties or representations as to the quality or suitability of the Product.
  - (b) If Empower Energy is required to replace the Product, Empower Energy may elect to refund any amounts paid to Empower Energy for the Product.
- 12.3. To the extent permitted by law, Empower Energy shall not be liable for any defect or damage caused, contributed by or arising from the Customer failing to properly maintain or store the Product; installation of the Product other than in accordance with the manufacturer's instructions; using the Product for a purpose other than that for which they were designed; continuing to use the Product after a defect became apparent; failing to follow any instructions or guidelines provided by Empower Energy or the manufacturer; or any damage to the Product caused by wear and tear or an act of God.
- 12.4. If Empower Energy is required by law to accept return of the Product, then Empower Energy will only accept return of the Product on the conditions imposed by that law. Otherwise, Empower Energy reserves the right to elect to accept non-defective Product for return in which case Empower Energy may require the Customer to pay reasonable handling and transport costs.
- 12.5. To the extent permitted by law, any cost of removal, delivery, transport and handling relating to a return, repair or replacement of Product is at the Customer's expense.

**13. Limitation of Liability**

- 13.1. To the extent permitted by law:
- (a) Empower Energy excludes all liability and shall not be responsible to the Customer for:
    - i. any loss, damage claim or other amount incurred by the Customer as a result of Empower Energy exercising its rights under these Terms; or
    - ii. any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Empower Energy of these Terms.
  - (b) Any liability of Empower Energy to the Customer is limited to the Price of the Product;
- 13.2. Empower Energy is not liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond its reasonable control.

**14. General**

- 14.1. No delay or failure by Empower Energy to enforce any provision of these Terms shall be treated as a waiver of that provision.
- 14.2. If any provision of these Terms is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.
- 14.3. These Terms are governed by the laws of New South Wales, Australia and the parties submit to the jurisdiction of the courts of that state and their appellate courts.
- 14.4. The Customer may not set-off against, or deduct from the Price, any sums owed or claimed to be owed

to the Customer by Empower Energy nor withhold payment of any invoice because part of that invoice is in dispute.

- 14.5. The Customer agrees that Empower Energy may amend these Terms at any time by giving notice to the Customer.
- 14.6. These Terms together with the Product Order Form constitute the entire agreement between the parties and supersede all other documents and communications between the parties in respect of the subject matter of these Terms.

## 15. PRODUCT WARRANTY

- 15.1. **The Product comes with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Product repaired or replaced if the Product fails to be of acceptable quality and the failure does not amount to a major failure. Nothing in these Terms is intended to exclude, restrict or modify any warranty or customer guarantee which cannot be excluded under the Australian Consumer Law.**
- 15.2. This limited warranty applies to the Product supplied by Empower Energy to the Customer and installed by an Authorised Installer in accordance with these Terms. This Warranty is also for the benefit of an End User where the Product has been installed by an Authorised Installer in accordance with these Terms.
- 15.3. The benefit of this warranty is in addition to any other rights and remedies of a consumer under a law applying to the goods and services to which the warranty relates.
- 15.4. Subject to the exclusions and limitations in these Terms including under clause 15.6 Empower Energy warrants that the Product will retain at least 70% of the Capacity (as defined in clause 15.5) for the Warranty Period when used and installed in accordance with manuals and instructions provided by Empower Energy or the manufacturer.
- 15.5. For the purpose of this Warranty:
- “Capacity”** means an initial rated capacity of 15.4 kWh determined:
- i. at a battery temperature of 25°C;
  - ii. at 3kW of power; and
  - iii. with all other components disconnected from the Product’s battery.
  - iv. At a depth of discharge of 90% according to the BMS (13.86 kWh initial energy measured)
  - v. Power and energy measured from the battery DC side
- “Purchase Date”** means the date on which title to the Product passes to the Customer under these Terms.
- “Warranty Period”** means the period commencing on the Purchase Date until:
- i. 10 years from the Purchase Date; or
  - ii. the Product reaching an energy throughput of 45 MWh.
- “End User”** means the person who buys a Product directly from a Customer, where that Customer is a Reseller.
- 15.6. The warranty in clause is excluded where:
- (a) the Product is subjected to temperatures or conditions in excess of 50°C or below -10°C;  
or
  - (b) the energy throughput of the Product exceeds 45 MWh.
- 15.7. Empower Energy’s liability under the warranty is limited, at Empower Energy’s election, to repair, replacement, or refund (as determined under clause 15.8). The period of warranty applying to any repaired or replaced Product will be the remainder of the Warranty period applying to the original Product (prior to the replacement or repair) and no additional or separate Warranty will apply to the replaced or repaired Product.

- 15.8. Where Empower Energy elects to provide a refund, the amount of the refund will be calculated as follows:
- (a) 100% of the Price for a warranty claim made any time before the date which is 2 years from the Purchase Date;
  - (b) 75% of the Price for a warranty claim made during the period which is after 2 years up to 4 years from the Purchase Date;
  - (c) 50% of the Price for a warranty claim made during the period which is after 4 years up to 6 years from the Purchase Date;
  - (d) 25% of the Price for a warranty claim made during the period which is after 6 years up to 8 years from the Purchase Date;
  - (e) 10% of the Price for a warranty claim made during the period which is after 8 years up to 10 years from the Purchase Date;

For avoidance of doubt, no refund will be provided for a warranty claim made after 10 years from the Purchase Date.

- 15.9. Where the Customer wishes to make a warranty claim, it must notify Empower Energy in writing of the claim and provide Empower Energy with access to the Product so that Empower Energy can undertake testing of the Product's Capacity to verify the claim. Any such testing will be conducted in accordance with Empower Energy's testing procedures. Empower Energy may charge a testing fee, which will be refunded if the Product's capacity does not meet the Capacity warranty in this clause 15. To make a warranty claim, you must comply with these Terms and contact Empower Energy Pty Ltd in writing at: Unit 23 10-18 Orchard Rd, BROOKVALE NSW 2100, or by email [Empower@EmpowerEnergy.com.au](mailto:Empower@EmpowerEnergy.com.au) and include details of fault, product name, location of premises, and contact information. Our contact phone number is (0)2 8745 8821.

- 15.10. In addition to the limitations in clause 12.3 and 13 of the Terms and clause 15.6 above, to the extent permitted by law, the warranty under clause , Empower Energy shall not be liable for any defect or damage caused, contributed by or arising from:
- (a) transporting, handling, maintaining or storing the Product other than in accordance with any instructions applying to the Product (including manufacturer's instructions);
  - (b) the Product being subjected to temperatures or conditions outside the temperatures and conditions specified by the manufacturer or Empower Energy in respect to the Product;
  - (c) installation or use of the Product other than in accordance with any use and installation instructions applying to the Product including any manufacturer's instructions;
  - (d) installation of the Product or any modification, alteration, disassembly of the Product by any person other than an Authorised Installer;
  - (e) failure of the Customer to keep the location at which the Product is installed, the Product and their surrounds clean and free of obstructions, vegetation, plant matter, vermin and insects; or
  - (f) external influences including power failure, surges, fluctuating current, lightning, flood, water penetration, fire, lightning, accidental breakage or physical force.