**BYD Battery-Box Premium Limited Warranty**

**This Limited Warranty applies to the BYD Battery-Box Premium Product（Models LVS 3.8, LVS 7.7, LVS 11.5, LVS 15.4, LVS 19.2, LVS 23.0, LVL15.4） ("Product") purchased and installed in Australia on or after Jan.1st, 2020.**

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|---|
| 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.<br>The contractual rights that you may be entitled to under this Limited Warranty are in addition to these statutory rights. |

BYD Europe BV (“**BYD**”) provides the warranties in this document (“**Limited Warranty**”) to the person who purchases the Product for their own use and puts the Product into operation for the first time (**"Original Buyer"**) and any subsequent owner who acquires the Product for their own use and who provides proof of ownership (in either case, **"You"**).

## 1. LIMITED WARRANTY

1.1. Warranty Start Date

The Warranty Start Date is the sale date recorded in the seller`s invoice to the Original Buyer.

1.2. Limited Product Warranty

BYD warrants that the Product will be free from defects in materials or workmanship for a period of ten (10) years from Warranty Start Date, subject to the exclusions and limitations set out below.

1.3. Limited Performance Warranty

a) BYD warrants that the Product will retain sixty percent (60%) of its Usable Energy until

the earlier of: (i) ten (10) years from the Warranty Start Date; or (ii) until the output has reached the Minimum Throughput Energy.

b) The Minimum Throughput Energy means the total output energy of the Product recorded in the control module of the Product.

c) The Usable Energy and Minimum Throughput Energy for each Product Model is set out in the table below:

| Product Model | Usable Energy (kWh) | Minimum Throughput Energy (MWh) |
|---|---|---|
| LVS 3.8 | 3.84 | 11.41 |
| LVS 7.7 | 7.68 | 22.81 |
| LVS 11.5 | 11.52 | 34.22 |
| LVS 15.4 | 15.36 | 45.62 |
| LVS 19.2 | 19.20 | 57.03 |
| LVS 23.0 | 23.04 | 68.44 |
| LVL15.4 | 15.36 | 47.46 |

d) For the purposes of this Limited Warranty the remaining Usable Energy is as measured and calculated using the following testing method and values, while the ambient temperature is between 25~ 28℃:

- Discharge the battery with constant current until the battery reaches End of Discharge Voltage ("EODV") or its self-protective voltage.
- Wait for 10 minutes.
- Charge the battery with constant current and constant charge voltage to its full capacity.
- Wait for 10 minutes.
- Discharge the battery with constant current until it reaches EODV or its self-protective voltage. Record the current, voltage and time.
- The remaining Usable Energy is the integral of discharge time, current and voltage.

Test value list:

| Product Model | End of discharge voltage(V) | Constant charge voltage(V) | Constant current(A) |
|---|---|---|---|
| LVS 3.8 | 40V | 59 | 15 |
| LVS 7.7 | | | 30 |
| LVS 11.5 | | | 45 |
| LVS 15.4 | | | 60 |
| LVS 19.2 | | | 60 |
| LVS 23.0 | | | 60 |
| LVL15.4 | | | 60 |

1.4. Limited Performance Warranty for additional battery modules

If You purchase additional battery modules after the initial installation of the Product ("Subsequent Product"), the warranty in clause 1.3 applies to the Subsequent Product from the sale date recorded in the seller`s invoice to the Original Buyer of that Subsequent Product.

1.5. Warranty Limitations

The Limited Warranties in clauses 1.2 and 1.3 are subject to and must be read together with the limitations, exclusions and limitations set out below.

## 2. EXCLUSIONS AND LIMITATIONS

2.1. Disclaimer

a) To the extent permitted by law, the warranties in this Limited Warranty are the only express warranty given for the product. BYD disclaims all statutory and implied warranties, including without limitation, any warranties of merchantability, fitness for a particular purpose, or non-infringement. To the extent permitted by law, in so far as such warranties cannot be disclaimed, BYD limits the duration and remedies of such warranties to the duration of this Limited Warranty and, at BYD's option, the repair or replacement services described below.

b) No seller of the product nor any other person is authorized to make any warranties on behalf of BYD other than those contained in this document, or to extend the duration of

the warranties beyond the periods specified above.

2.2. Limitation of Liability

a) Except as provided in this warranty and to the maximum extent permitted by law, in no event will BYD be liable for any consequential, incidental, special or punitive damages (including without limitation of loss of profits, harm to goodwill or business reputation, or delay damages) arising from or out of the Product or its installation, use, performance or non-performance, or any defect or breach of warranty, whether based on contract, warranty, negligence, strict liability, or any other theory. BYD's aggregate liabilities, if any, in damages or otherwise, shall not exceed the purchase price paid by the Original Buyer for the product.

2.3. Warranty Limitations

The Limited Warranty in clauses 1.2 and 1.3 does not apply to any defect or deterioration resulting from:

a) the Product not being installed, maintained or operated in accordance with the Operating Manual;

b) exposure of the Product to movement or shaking following installation], or temperatures of more than 50°C and/or below -10°C;

c) You failing to notify BYD or an BYD Authorized Service Partner (**BYD Partner**) of the defect or deterioration within 30 days of You becoming aware of the defect or deterioration;

d) the Product not being installed within one (1) month from Invoice Date;

e) operation of the Product with an inverter that is not a BYD certified inverter which is specified in the BYD Compatible Inverter List, which is available on website: www.alpspower.com.au ;

f) modification or repair of the Product without the approval of BYD or a BYD Authorized Service Partner (**"BYD Partner"**);

g) a force majeure event (e.g. natural catastrophes, such as flooding, fires, earthquakes, lightning or other abnormal environmental conditions, war, etc.);

h) noticeable damage that occurring to the Product during transportation;

i) changes to national or regional laws, regulations or directives; or

j) the Product not being operated for any period of 6 months or more.

2.4. Warranty Exclusions

The Limited Warranty in clauses 1.2 and 1.3 does not apply:

a) if the Product was not purchased and installed in Australia;

b) if you do not grant BYD or BYD Partner access to the performance data of the Product over the Internet upon request after reporting the warranty claim and/or manipulate such data;

c) to wear and tear in appearance of the Product (including but not limited to any scratches, stains, mechanical wear, rust or mould) which does not impair its function;

d) to any damage to property or personal injury arising from any defect if the state of scientific and technical knowledge at the time when the product is sold to Original Buyer was not such as to enable the defect to be discovered;

e) if the invoice for the Product and the information listed in clause 4 below is not provided with the warranty claim; or

f) if the serial number on the Product can no longer be identified or has been modified.

2.5 Exclusion for Larger Installed Systems

The Limited Warranty in clause 1.3 does not apply in respect of a Product which is installed in parallel with other Products which have a combined Usable Energy of more than 50 kWh.

## 3. REMEDY FOR BREACH OF WARRANTY

3.1. Subject to the exclusions and limitations set out above, if the Product fails to comply with the Limited Warranty in clauses 1.2 or 1.3 BYD will repair or replace the nonconforming Product or parts thereof within the warranty term at no charge (or provide a partial refund) on the following conditions.

3.2. Whether to repair or replace the Product will be determined by BYD in its sole discretion.

3.3. The Product or any of its parts to be replaced will have the same performance and reliability as the original Product. If the production of the relevant type of the Product or any of its parts have been discontinued, withdrawn from the market, or are otherwise unavailable, BYD may replace the Product or parts with a similar Product or part (which may include previously used parts that are equivalent to new in performance and reliability).

3.4. If BYD does not repair or replace the defective Product or parts, BYD will refund you an amount of money calculated as follows:

a) If the Product fails to comply with the Limited Performance Warranty in clause 1.3, BYD may calculate the refund using one of the two refund formulas below:

i) Refund = maximum claim amount* x (warranted Minimum Throughput Energy - output energy of the Product recorded in the control module of the Product)/ warranted Minimum Throughput Energy; or

ii) Refund = maximum claim amount* x (warranted remaining Useable Energy - remaining Useable Energy)/ warranted Usable Energy; and

b) If the Product cannot be operated, BYD will calculate the refund as follows:

Refund = (maximum claim amount*/120)×(120 - number of months since Warranty Start Date).

*The maximum claim amount is the market value of the product (or an equivalent product) determined by BYD, if it were purchased new with no defects.

3.5. The remedies as set out above are the sole and exclusive obligations of BYD to you under this Limited Warranty and BYD will have no other liability to you if the Product fails to comply with the Limited Warranty.

## 4. FULFILMENT

4.1. If you wish to make a warranty claim under this Limited Warranty, the warranty claim must be reported in writing to BYD Partner (or, if you are unable to contact them, BYD Global Service) including the information specified in the table below, using the contact information specified below.

| | | |
|---|---|---|
| 1 | Installation Date* | |

| | | |
|---|---|---|
| 2 | Invoice Number* | |
| 3 | Battery Box Configuration* | e.g. LVS XX (X modules) |
| 4 | Serial Number of the Product* | |
| 5 | Serial Number of Modules | |
| 6 | Serial Number of BMU | |
| 7 | Software Version BCU/PDU/BMU | |
| 8 | Inverter* | |
| 9 | Inverter Configuration | |
| 10 | Serial Number of the Inverter | |
| 11 | Software Version of Inverter | |
| 12 | Working Mode | e.g. On-Grid +Backup |
| 13 | Place | e.g. in door |
| 14 | Comments | |
| 15 | Error Information | |
| 16 | Country | |
| 17 | Street and Number | |
| 18 | Postcode and City | |

* mandatory to provide

Or according to the format mentioned in BYD Authorized Service Partner`s website, which could be read below.

**Contact information**:

**BYD Global Service**

Address: No.3009, BYD Road, Pingshan, Shenzhen, 5118118, P.R.China

Service Mailbox: bboxservice@byd.com

Telephone: +86 755 89888888- 47175 (CN)

**BYD Authorized Service Partner**

Alps Power Pty Ltd

Address: 14/47-51 Lorraine St Peakhurst NSW 221

Original Buyer Service Mailbox: service@ alpspower.com.au

Telephone: +61 2 8005 6688

Website: www.alpspower.com.au

4.2. BYD or BYD Partner is authorized to invoice its inspection costs if:

a) the inspection of the Product by BYD or BYD Partner shows that the Limited Warranty does not apply, for whatever reason; and/or

b) no defects were found during the inspection of the Product and it works without error.

4.3. Unless otherwise agreed with BYD or BYD Partner, any replaced Product or parts shall be either made available for pick up by BYD or BYD Partner within 4 weeks after the replacement, or (if required by BYD or BYD Partner) disposed of by You and BYD will pay you reasonable costs of disposal.

4.4. The Product or parts replaced become the property of BYD.

4.5. The original warranty periods for the Product shall still apply to any repaired or replacement Product which means the warranty for the repaired or replaced parts will be the remaining warranty period for the originally purchased Product.

4.6. BYD or BYD Partner shall not be responsible or liable in any way to you for any non-performance or delay in BYD's performance of its obligations under this Limited Warranty due to occurrences of force majeure events such as natural disasters, war, riots, strikes, unavailability of suitable or sufficient labor, material, or capacity or any unforeseen event beyond its control.

## 5. OUT OF WARRANTY

5.1. In the event the Product is out of warranty, BYD may (in its discretion) provide certain after sales service to you, but all the costs and expenses, such as parts, labour costs and travel expenses, shall be borne by you. To request such after sales service you must

provide sufficient information about any defects, to enable BYD Partner determine whether such defects are capable of repair.

## 6. MISCELLANEOUS

6.1. This agreement is governed by the law applying in New South Wales. Without limiting clause 6.2, each party irrevocably submits to the non-exclusive jurisdiction of the courts having jurisdiction in that state and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this agreement and waives any objection it may have now or in the future to the venue of any proceedings, and any claim it may have now or in the future that any proceedings have been brought in an inconvenient forum, if that venue falls within this clause 6.3. .

6.2. If any provision or part of a provision of this Limited Warranty is held or found to be void, invalid or otherwise unenforceable (whether in respect of a particular party or generally), it will be deemed to be severed to the extent that it is void or to the extent of voidability, invalidity or unenforceability, but the remainder of that provision will remain in full force and effect.

6.3. As a condition of making a warranty claim You agree that any dispute on technical facts relating to claims brought under this Limited Warranty may be referred by BYD to expert determination in accordance with the then current Resolution Institute Expert Determination Rules, except that:

a) the expert must be a reputable testing organization such as TÜV Rheinland, TÜV SUD, Intertek, UL, CQC or CGC or any other mutually acceptable neutral third-party testing organization (**Expert**);

b) the costs of the Expert, including any costs of shipping any Product to the Expert for testing, are payable by You if:

i) you do not withdraw your claim within 14 days of BYD notifying you that it intends to refer the dispute to an Expert; and

ii) the Expert determines the dispute in favour of BYD.

In all other cases BYD will pay those costs.