

GivEnergy

2018

Lithium-ion Battery

Limited Warranty Information

Lithium-ion Battery

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1. Purpose

GivEnergy / JMHing is the main supplier and manufacturer of the product. For the purpose of this Warranty GivEnergy is referred to as the "supplier" of the product. GivEnergy warrants that your product is (a) of acceptable quality and (b) does not have any latent defects.

2. Product Types Covered

2.8kWh, 4.0kWh and 5.6kWh LiFePO4 Battery Packs

3. Warranty Conditions

3.1. Warranty Period

The Performance Warranty for this Product is valid for the less of either (i) "10 Years" from the initial (first) installation date by an approved installer (the "Term of Performance Warranty") or (ii) a capped discharge limit on the usable capacity of 50MWh (BTT) per 5kWh or stored energy. Any replacement parts / products will be subject to the remainder of the original Warranty Period as set out in section 6.

3.2. Limitation of Warranty Scope

Suppliers liability under this Warranty shall be limited to replacement, repair or refund using either new or refurbished goods at its discretion (refer also section below: "6 About Service Products and Parts"). Any replacement parts / products will be subject to the remainder of the original Warranty Period. The warranty applies to each battery pack.

3.3. Warranty Transferability

The warranty is transferrable to subsequent owners by providing proof of ownership and on the condition the product remains at the original installation location. Subsequent owners (for the purpose of this warranty) also require agreement to GivEnergy terms and conditions regarding the portal software. Transferring the warranty also requires the new owner to ensure that the product has continued access to constant internet connectivity, as per the original sales terms and conditions.

3.4. Warranty Exclusions

This section identifies what is excluded from the Limited Warranty. In general, within this Warranty, we disclaim any liability for failures unrelated to defective design, workmanship and materials that includes (but not limited to) failures, damages or claims caused by

- Transportation damage
- Normal wear and tear

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- Any consequential or indirect loss, costs or damages which you suffer or incur
- Deliberate or negligent damage, or damage caused by failing to follow operating instructions
- Failure to comply with the suppliers' installation and operations manual or observe maintenance instructions
- Force majeure (e.g. lightning)
- Damage caused by connection to the wrong voltage, power outages, electrical power surges or improper supply voltage
- Damage caused by water, vermin or insects
- Improper storage of the product, if delivered prior to installation
- The product is removed or transferred from the original installation location without the written consent.
- Incorrect installation or commissioning
- Insufficient ventilation of the inverter (refer manual)
- Failure to observe relevant and applicable safety regulations
- Wiring, repair, alteration, disassembly, modification or replacement by someone other than supplier certified personnel
- External impacts including but not limited to:
 - Insufficient ventilation
 - Power failure surges, inrush current, lightning
 - Vandalism, flood, lightning, storm, fire, accidental breakage
- Use of an incompatible or unauthorised source of energy supply, rectifier or PCS
- Factory settings that have been modified during the Warranty Period i.e. factory settings are NOT to be modified
- Commercial use
- Use of an incompatible inverter, rectifier or PCS.
- Factory settings (including the maximum specified charge/discharge rate of 2.5kW) are not modified during the warranty period.

4. Performance Warranty (standard)

We guarantee that each 5kw battery pack retain 70% use of its capacity for the less of either (i) 50MWh of discharge – (which is equivalent to 5000 full cycles) at 90% DOD - OR (ii) a period of 10 years from initial installation date. The battery storage capacity will be no less than the following levels as outlined below:

Application / Use :	Consumption, storage, grid usage
Energy Retention ¹ :	70% within 10 years of the initial installation date
Capped Limit of Operation :	50 MWh per 5.0kWh of battery storage

¹ when used with originally installed inverter and charge/discharge rate of 0.5 C

² Storing solar energy generated either by an onsite PV array or via grid charging and using this energy for daily self-consumption and/or back-up power

5. Out of Warranty Policy

We are committed to supporting our customers and all products purchased from us. In cases where damage to the product is not caused by us, we will provide services and/or product replacement with all costs borne by the customer. Costs may include, but are not limited to, labour, materials, storage, transportation, disposal, duties & taxes and any associated costs. We will provide a cost estimate to the customer and will require signed authorization to proceed. Some costs may require payment prior to work commencing.

6. About Service Products & Parts

Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair goods. Refurbished parts which are of equivalent condition than the defective part is guaranteed by supplier.

In the event products or replacement parts are not available in the market anymore, or otherwise, the supplier at its discretion, may replace with an alternative product with equivalent functions and performance or alternatively provide a refund on the remaining annually depreciated value of the purchase price as per the method detailed in the 'Compensation Scheme below'. The refund scheme factors in a fair usage determinant and a corresponding reduction in compensation based on the age of the battery and the number of actual cycles the battery has endured.

Compensation Scheme

YEAR	Discounted Cost of current replacement (%)	Fair Use Amount (Cycles)	% reduction for over fair use (per 100 Cycles)
1	100%	500	2%
2	70%	1000	3%
3	60%	1500	4%
4	50%	2000	5%
5	40%	2500	5%
6	30%	3000	6%
7	20%	3500	6%
8	15%	4000	8%
9	10%	4500	8%
10	5%	5000	10%
10+	NIL		

7. Warranty Claim

Prior to making a claim, the owner should confirm (where possible) via the monitoring portal that the product is performing below its warranted performance. Following this, to make a claim, the customer should contact the supplier as soon as a problem is detected and confirmed. Acting immediately will aim to minimise risk and losses and to avoid any further potential damage. The supplier will remotely access and monitor the system to determine if the system is performing abnormally and below its warranted performance in an attempt to rectify any issues remotely. Once submitted, any warranty claim that does not require a call out fee will not attract a fee to the claimant.

For any systems which do not have remote monitoring available (e.g. system is no longer connected to the customers' Wi-Fi), the technician may need to attend the property to review. A call-out service fee will apply as per the supplier's standard call-out fees.

As at the publishing and distribution date of this Warranty document, the maximum reimbursement for a call-out fee (excluding parts) is as follows: charge of £100. These rates may change at any time in the future without prior notification to the buyer

The service call-out fee will be payable upfront by the system owner. In the event the fault is repairable under this Warranty, the customer can claim reimbursement of the call-out fee. The customer will be automatically entitled to a reimbursement of the call-out fee if the Warranty Claim is fully successful and will be refundable within the period of repair or within a reasonable and practical timeframe.

Once the customer and supplier have confirmed a product is entitled to a warranty claim, the below claim processing policy needs to be followed.

7.1 Claim Processing Policy

For all claims processing, a Claim Form must be completed with attached Proof of Purchase documentation. If Proof of Purchase Documentation is not available, then contact with the supplier is required for alternative verification – such as confirmation via the manufacturers monitoring portal. The Claim form can be found on our website:

www.giv.energy/warranty

GivEnergy / JMhing Power Ltd

Phone: 01377 252874

Email: enquiries@jmhing.com

Address: Unit 10 Kelleythorpe industrial estate, Drifffield YO25 9DJ

Hours of operation: Monday – Friday 09.00am – 5:00pm

On receipt of the Warranty Claim Form, we will remotely access your system to determine its performance and ascertain any abnormal activity whilst assisting with instructions to rectify any faults. In the event that the system cannot be remotely monitored or a technician is required to attend your property, a service call-out charge will apply. If the fault is considered repairable under this Warranty, you may claim reimbursement of the call-out fee.

If, however someone other than the supplier or some event beyond the suppliers control, has caused the inability to monitor the product (such as an internet outage) then the call out fee may remain a valid and payable fee whether a warranty claim is submitted or not.

All claims require a claim form for processing. Consumers having difficulties submitting this claim form should contact their supplier for assistance. We will respond to the claim form within two business days of its receipt.

8. Applicable 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.

The benefits to the consumer given by the warranty are in addition to any other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates. This Warranty only applies to residential customers who have acquired the products for their own use, maintain internet connectivity and have no third party controls and not used commercially.

9. Warranty Claim Form