



EXIDE Technologies
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A Division of
EXIDE Australia Pty. Ltd.
ABN 84 093 272 005

1. Generalities

These Terms of Warranty shall not affect the statutory rights of the customer (warrantee), including but not limited to supplementary performance, cancellation, reduction, damages. These Terms of Warranty apply in addition and supplementary to the warrantee's statutory and contractual warranty rights.
The warrantee's statutory rights shall persist even if a case of warranty occurs and/or if the warrantee raises a warranty claim.

2. Warranty

GNB provides its immediate/direct customer (warrantee) with the warranty that the products under this warranty are free from defects in the product or its manufacture.

The warranty implies a performance of 5,000 cycles or minimum energy throughput noted below and not more than 10 years of use (fair value warranty).

This warranty assumes to be "defective" if its capacity drops below 60% of its design capacity. (The design capacity is established at a battery temperature of 25°C and with the battery being disconnected from the other components of the energy storage system, i.e. from inverters and other consumers.

Unit throughput:

Part#	Nominal Energy	Energy Throughput
SHL48V 7.0	6.8KWH	19MWh
SHL48V 9.0	8.5KWh	25MWh

3. Specified performance and warranty:

In case of a warranty claim, GNB will choose to either expertly repair the product or replace it with a new/equivalent product.

Under this warranty, GNB will replace a defective GNB battery as follows:

- Stage 1: Supply of new GNB battery up to 24 months after commencement of the fair value warranty;
- Stage 2: 80% of the purchase price at months 25 to 36 after commencement of the fair value warranty;
- Stage 3: 70% of the purchase price at months 37 to 48 after commencement of the fair value warranty;
- Stage 4: 60% of the purchase price at months 49 to 60 after commencement of the fair value warranty;
- Stage 5: 50% of the purchase price at months 61 to 72 after commencement of the fair value warranty;
- Stage 6: 40% of the purchase price at months 73 to 84 after commencement of the fair value warranty;
- Stage 7: 30% of the purchase price at months 85 to 96 after commencement of the fair value warranty;
- Stage 8: 20% of the purchase price at months 97 to 108 after commencement of the fair value warranty;
- Stage 9: 10% of the purchase price at months 109 to 120 after commencement of the fair value warranty;

End of Life: 5% end of life loyalty replacement applicable for like or equivalent production models. End of life determined under fair value warranty.

NOTES:

- In case the inspection reveals that a warranty claim is not justified, the warrantee shall pay the costs the warrantor incurs by the inspection.
- Stage of life discounts are based on the published and valid Market list price at time of claim.

Exclusions of warranty

1. This warranty does not cover defects caused by use in accordance with its designed for purpose.
2. This warranty does not cover adverse effects on the product caused by:
 - the product having been disused and stored for more than 6 months and/or the temperature ranged specified by GNB not having been met (the product's on-board system stores the product and storage details);
 - the product not having been installed by a specialist company in accordance with its intended use and/or the installation instructions;
 - the product not having been stored, transported, assembled, installed, operated and/or repaired according to generally accepted codes of practice; the product not having been used as intended;
 - the product having been modified;
 - the product having been opened;
 - Force majeure.
3. This warranty only covers immediate damages. It covers neither indirect damages – specifically collateral and consequential damages – nor personal damage and/or loss of property. Collateral damages shall specifically include costs incurred by inspection, disassembly and disposal. Neither does it cover any loss of profit, reputational damage, etc.

5. Limited Warranty

1. The overall liability to pay for warranty claims shall be limited to the purchase price payable by the warrantee.
2. Satisfying warranty claims shall not start a separate own warranty.
3. Cost of return and associated site service, installation & removal cost strictly excluded from warranty provisions.

6. Warranty period

The period of this fair value warranty is ten (10) years of 5,000 complete cycles; part cycles shall be added up to complete cycles. A cycle is considered complete if the GNB battery is recharged to 100% of its capacity, regardless of its discharge level. The warranty period shall start on the day the end-use customer starts using the GNB battery but not later than 2 months after handover from GNB. Warranty reference to the date on the delivery ticket.

7. Area of applicability

Applicability of this warranty is limited to Australia and New Zealand, should final installation of these goods be beyond these bounds warranty terms to be negotiated at time of Purchase order.

8. Claiming for damages/warrantor

Damages shall be claimed from GNB Industrial Power, 135 Nancy Ellis Leebold Drive, Bankstown NSW 2200 Australia.

Damages shall be claimed in writing and provide the following details:

- When was the battery purchased (submit invoice to show date of purchase)
- What is the affected battery's model designation/serial numbers?
- Which defect has occurred?
- When did the defect occur?
- Download and supply the unit report and log to EXIDE for review and assessment.
- EXIDE retains the right as product specialists to repair or replace as seen fit under "Fair value warranty" terms

9. Final provisions

The customer's claims under this warranty shall be limited to the performance specified in section 2 hereof. GNB shall not be held liable for delays in the performance specified in section 2 hereof if such delay is caused by force majeure, circumstances not under GNB's control.