

## Terms and Conditions of the 10-Year Components Warranty

Valid in Australia from 01 March 2020 for all **SENEC.Home V3** SENE energy storage units with device serial numbers **AU-V3-H-xxLI10-xxxxx** or **AU-V3-AC-xxLI10-xxxxx**.

**NOTICE:** 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.

Please note that the components warranty (hereinafter “Warranty”) shall apply exclusively to SENE energy storage units (hereinafter “Storage Unit”) sold in Australia which are coupled with a photovoltaic system subject to compliance with the following terms and conditions (hereinafter “Warranty Conditions”).

In the event of a claim under this Warranty, SENE Australia Pty Ltd. (ACN 125 261 029) (hereinafter “SENEC”) shall bear the costs for repair or replacement of defective components (hereinafter “Repair”). Furthermore, the SENE shall bear the costs for transport (hereinafter “Transport Costs”), assembly or disassembly of the defective component or spare part (hereinafter consolidated as “Maintenance”) for the first 5 years of the Warranty Period as described in clause A.(3) under the Warranty Conditions listed below.

It is possible to extend the Warranty Period to a maximum of 20 years (optional warranty extension). The applicable terms and conditions are available in the “Terms and Conditions of Extension of the Components Warranty for 20 Years (optional warranty extension)”.

### A. GENERAL POINTS

- (1) Subject to the exclusions in clause D, SENE warrants to the end user of the Storage Unit (hereinafter “Holder of the Warranty”) for the Warranty Period that the Storage Unit is free of material and processing defects which could impair its functionality. Exceptions to this are specified in clause D.
- (2) The Storage Unit comprises electronic components, a case and other peripheral equipment (together the “Product”) as well as the battery incl. battery management system (together the “Battery”). The Battery is capable of being recharged many times, i.e. it acts as an electricity storage unit which can store electrical energy, release said energy again as needed and repeat this process multiple times, and it comprises one or more modules. Individual Product or Battery parts are hereinafter referred to as “Components”.
- (3) The warranty period is 10 years from the date of initial installation of the Storage Unit (hereinafter “Warranty Period”). No Warranty is given for Storage Units that have not been registered on [my.senec.com](https://my.senec.com) within 3 months of the installation date.
- (4) Repair provided under this Warranty shall not extend the Warranty Period. The existing Warranty Period shall continue, but not restart, for Products, Batteries and/or Components which have been repaired or replaced under this Warranty. SENE shall not provide any further warranty unless the Holder of the Warranty has purchased a warranty extension which is subject to the “Terms and Conditions of Extension of the Components Warranty (optional warranty extension)”. Subject to the provision of the Australian Consumer Law, claims under this Warranty may not be made by the Holder of the Warranty once the Warranty Period for the relevant Storage Unit has expired.

## B. HOW TO MAKE A CLAIM UNDER THIS WARRANTY

- (1) A claim under this Warranty may be made if the Storage Unit becomes defective within the Warranty Period. The Storage Unit shall be considered defective for the purposes of this Warranty if material and/or processing defects are present which impair its functionality.
- (2) The Holder of the Warranty must present their claim to the SENECA at the following address (e.g. by post or email) no later than 14 days after they detecting a defect or ought to have detected a defect:

**SENECA Australia Pty. Ltd.**

**PO BOX 1476, Osborne Park DC, WA 6916, Australia**

**Email: [service-australia@senec.com](mailto:service-australia@senec.com)**

- (3) The Holder of the Warranty must keep the original purchase receipt of the Storage Unit for the entire Warranty Period and provide it to the SENECA in the event of any claim under this Warranty. If the original purchase receipt cannot be produced, SENECA shall be entitled to reject any and all Warranty claims from the Holder of the Warranty pursuant to these Warranty Conditions.

## C. WARRANTY

- (1) In the event of a claim under this warranty, SENECA shall decide whether the defective Component should be repaired or replaced with a spare part of equal value. The claim shall be considered to have been resolved when the storage unit becomes as functional as it was before the occurrence of the circumstances leading to the claim. If a defective Component is replaced, ownership of said defective Component shall be transferred to SENECA.
- (2) Subject to any rights which the Holder of the Warranty may have under the Australian Consumer Law, any claims against SENECA extending beyond the scope of this Warranty, in particular damages claims and/or consequential damages on account of defects, e.g. due to lost profit, compensation for use and lost electricity/heating/mobility cost savings, shall not be covered by this Warranty and are thus excluded.

## D. LIMITATIONS AND EXCLUSIONS TO THIS WARRANTY

The Holder of the Warranty shall not be entitled to make any claims under this Warranty, and this Warranty does not apply where the alleged defect was caused in full or in part by one of the following factors:

- (a) Use contrary to SENECA's instructions or the user guide and/or abuse and/or neglect;
- (b) Installation carried out in a manner that is improper, non-standard, or non-compliant with the SENECA's installation instructions where such installation is not carried out by SENECA;
- (c) Control, operation or storage conducted in an improper manner or contrary to the SENECA's installation instructions or user guide;
- (d) Lack of regular maintenance in compliance with SENECA's maintenance conditions — see also user guide;
- (e) Wear to moving parts and other wear and tear;

- (f) Operation with defective safety devices;
- (g) Installation outside enclosed rooms or installation of the Storage Unit in a location that is not suitable according to the data sheet/installation instructions with respect to humidity and protection;
- (h) Unauthorised modifications or repairs of any type which were not performed by a qualified electrician specifically trained for such tasks and/or were performed without the written consent of SENEK;
- (i) Use of spare parts and accessories which do not comply with the original specifications of SENEK;
- (j) Removal of, damage to or destruction of the identification plate or the seal affixed by SENEK;
- (k) Non-compliance with the safety regulations and instructions contained in the installation instructions and user guide;
- (l) Failure to register the Storage Unit at [my.senec.com](http://my.senec.com) within 3 months of the installation date;
- (m) Insufficient ventilation of the system pursuant to the user guide;
- (n) Force majeure, natural disasters and other external influences incl. exposure to unusual physical or electrical effects (e.g. impact from foreign objects, lightning strike, electrical overload, starting current, accidents, fire, flooding, strong vibration, etc.) and other circumstances beyond SENEK's control;
- (o) Pest infestation as well as other damage caused by animals;
- (p) Damage in transit;
- (q) Limitations due to changes in law/technical advancements;
- (r) Interruption to the power supply and/or internet connection where such interruption is the responsibility of the Holder of the Warranty and was not caused by a Storage Unit system hardware and/or software problem;
- (s) Overhaul, replacement or repair works undertaken prior to approval from SENEK of any claim under this Warranty; and
- (t) Defects arising due to the installation of the Storage Unit where the Storage Unit was not installed by SENEK.

#### **E. COSTS IN CASES OF NON-JUSTIFIED WARRANTY CLAIMS**

If the Holder of the Warranty asserts claims against SENEK on account of a defect and it becomes apparent upon inspection of the storage unit that there is no defect which would be cause for a claim under this Warranty or an exclusion listed in clause D. applies, SENEK shall present the Holder of the Warranty with a repair estimate, which the Holder of the Warranty may then either accept or refuse. Should the Holder of the Warranty accept the estimate, they will be issued with an invoice for repair work, spare parts and any other costs listed in the estimate payable within 4 weeks of receipt of the

estimate. The repair shall be performed upon receipt of full payment. Should the Holder of the Warranty refuse the repair estimate, SENEK shall be entitled to invoice the Holder of the Warranty a fee of AUD 250 (gross, i.e. including GST) for the inspection of the alleged defect Storage Unit as well as any costs incurred for assembly and/or disassembly and/or Transport Costs in the amount of AUD 0.50 per kilometre driven by the service technician commissioned by SENEK.

#### **F. FINAL PROVISIONS**

- (1) This Warranty applies regardless of any warranty given by SENEK in the purchase agreement with the Holder of the Warranty and shall also not affect said warranty obligation.
- (2) Any resale of the Storage Unit to a third party must be made pursuant to a written purchase contract. Should the storage unit be resold by the Holder of the Warranty, this Warranty shall be passed from the Holder of the Warranty to the new owner of the Storage Unit upon signature of the purchase contract for the remainder of the existing Warranty Period. The respective new owner shall then be considered the new Holder of the Warranty for the purposes of these Warranty Conditions. In this case, the original Holder of the Warranty shall no longer be entitled to claim under this Warranty.
- (3) The laws of Western Australia shall apply to these Warranty Conditions exclusively without reference to any other legal system. The application of the Vienna UN Convention on Contracts for the International Sale of Goods from 11 April 1980 is excluded.
- (4) In the event that any provision of these Warranty Conditions should be or become invalid, this shall not affect the validity of the rest of the provisions. The same applies in the event that any loopholes should be contained or should arise in these Warranty Conditions.

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