

## **Warranty Document**

### **Effective for Sky Energy Group Pty Ltd 'SkyBox' products installed from June 2021**

This Warranty Document ("Document") outlines the terms and conditions for the warranty coverage provided by Sky Energy Pty Ltd ("Company") for the SkyBox product ("Product"). Please read this Document carefully before using or installing the Product. By using or installing the Product, you agree to be bound by the terms and conditions of this Document.

#### **NOTES**

#### **Warranty Exclusions: This Warranty does not cover:**

- Damage or defects caused by improper installation, misuse, neglect, accidents, or acts of nature.
- Damage or defects resulting from unauthorized modifications or repairs.
- Normal wear and tear of the Product or its components.
- Damage or defects caused by failure to follow the Product's operating and maintenance instructions.
- Damage or defects resulting from use of incompatible accessories or unauthorized parts.
- Damage or defects caused by failure to comply with local building codes or regulations.

#### **Limitation of Liability:**

- To the extent permitted by applicable law, the Company's liability under this warranty is limited to the repair or replacement of defective parts as stated in Section 3.2.
- The Company shall not be liable for any indirect, consequential, or incidental damages arising from the use or inability to use the Product, including but not limited to loss of profits, loss of data, or any other financial loss.
- This warranty is the sole and exclusive remedy available to you.

#### **Governing Law:**

This Warranty Document shall be governed by and construed in accordance with the laws of Australia, without regard to its conflict of laws principles.

#### **Entire Agreement:**

This Warranty Document constitutes the entire agreement between you and the Company regarding the warranty coverage for the Product and supersedes any prior agreements or understandings, whether written or oral.

By using or installing the SkyBox product, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of this Warranty Document.

## 1 Introduction

1.1 Battery Systems. This Warranty applies to the Sky Energy Group Pty Ltd (Sky Energy) Battery Systems specified in the Warranty Schedule provided with this document.

1.2 Place and time. The Warranty is applicable only to Battery Systems installed within Australia after the Effective Date indicated in the top of this page.

## 2 Warranty / Warranty Coverage / Warranty Claim Process

2.1 Parts Warranty: The Product is covered by a 10-year parts warranty from the date of purchase. This warranty covers defects in materials or workmanship of the Product's components. The Company will, at its sole discretion, repair or replace any defective parts free of charge during the warranty period.

2.2 Installation Warranty: The installation of the Product is not covered under this warranty. The installation warranty is the responsibility of your designated supplier/installer. Please refer to the terms and conditions provided by your supplier/installer for details regarding the installation warranty coverage.

2.3 Defects and performance. Sky Energy warrants that your Battery System will: a) be free from defects throughout the Warranty Period; b) have the Nominal Energy Capacity stated in the Warranty Schedule at the time of initial installation; and c) retain 60% of the initial rated capacity as Retained Energy Capacity at the end of the Warranty Period.

2.4 Warranty Period. The Warranty Period starts from the date of initial installation and lasts until 10 years after the initial installation. Products must be registered with The Company via email on the day of installation.

2.5 Measurement of capacity. Nominal Energy Capacity and Retained Energy Capacity will be measured by Sky Energy Technicians either through the remote monitoring platform or at a local service center.

2.6 Warranty Claim Process: To initiate a warranty claim, you must provide proof of purchase, including the date of purchase and the Product's serial number.

2.7 If you believe your Product is defective and covered under warranty, please contact the Company's Customer Support within the warranty period. Our Customer Support team will guide you through the claim process and may require additional information or documentation.

2.8 The Company reserves the right to inspect the Product or request photographs to evaluate the warranty claim.

2.9 If the warranty claim is approved, the Company will, at its sole discretion, repair or replace the defective parts. Any repaired or replaced parts will be covered by the remaining warranty period or for 90 days, whichever is longer.

## 3 Rectifications

3.1 Repair, replacement, or refund. If your Battery System fails to meet the terms of the Warranty, Sky Energy, at its sole discretion, will: a) repair the Battery System; b) replace the Battery System with an equivalent product; c) supplement the Battery System; or d) refund an amount equal to the original purchase price multiplied by the ratio of Throughput Shortfall (which is the difference between Minimum Throughput and the total throughput to date) to Minimum Throughput.

3.2 Parts. Repair, replacement, or supplementation under this Warranty may involve the use of new, reconditioned, or substitute parts of comparable quality and performance.

3.3 Remaining Warranty Period. In the event of repair, replacement, or supplementation under this Warranty, the remaining Warranty Period of the original product will apply to the repaired, replaced, or supplementary product.

## 4 No other warranties or rectifications

4.1 Disclaimer. To the maximum extent permitted by law, except as expressly stated in this Warranty, Sky Energy disclaims all warranties, conditions, representations, guarantees, or remedies (including warranties of merchantability, fitness for a particular purpose, or latent defects) relating to your Battery System, whether written, oral, express, implied, or statutory.

4.2 Limitation. If the above disclaimer is ineffective, to the maximum extent permitted by law, Sky Energy limits the duration and remedies for any other warranty, condition, representation, or guarantee to those explicitly described in this Warranty.

## 5 Exclusions

5.1 Non-applicability. This Warranty does not extend to any defect or shortfall in Nominal Energy Capacity or Retained Energy Capacity resulting from: a) improper transport, storage, handling, installation, commissioning, modification, operation, maintenance, service, or repair of your Battery System, except in accordance with the applicable Installation Manual and User Manual available on the Sky Energy Group Pty Ltd website ([www.skyenergy.com.au](http://www.skyenergy.com.au)) and updated periodically; b) installation, commissioning, modification, service, or repair of your Battery System by unauthorized technicians not authorized by Sky Energy Group Pty Ltd; c) failure to operate, maintain, or service your Battery System in compliance with the User Manual guidelines; d) usage of your Battery System with equipment or components explicitly deemed incompatible or similar, as stated in the User Manual; e) utilization of your Battery System in weather, climates, or site conditions described as unsuitable or similar in the User Manual; f) abuse, misuse,

recklessness, or negligence; or g) events and their consequences that are beyond the reasonable control of Sky Energy Group Pty Ltd, such as lightning, flood, cyclone, fire, power or voltage surges.

5.2 No coverage. This Warranty does not cover: a) ordinary wear and tear; b) degradation of consumable components; c) superficial damages, including scratches, stains, molds, dents, or marks that do not adversely affect performance, as well as corrosion or weathering that does not have a detrimental impact on functionality; d) noise or vibration that does not impede performance; e) theft, including theft of components; or f) damage or deterioration occurring after the expiration or voiding of the Warranty Period.

## 6 Requirements and limitations

6.1 Internet connectivity. Sky Energy Group Pty Ltd requires remote access to your Battery System to conduct firmware and software updates, which may temporarily interrupt its operation. By connecting your Battery System to the internet, you consent to Sky Energy Group Pty Ltd performing such updates without prior notice. However, if your Battery System: a) remains disconnected to the internet for more than 25% of product operational time; or b) has not been registered with Sky Energy Group Pty Ltd, Sky Energy Group Pty Ltd may be unable to honor this Warranty during the Warranty Period. Sky Energy Group Pty Ltd will make reasonable efforts to notify you if your Battery System loses internet connectivity.

6.2 Intended use. Your Battery System is not designed for use as a primary or backup power source for life-support systems, medical devices, or any other circumstance where product failure could lead to personal injury or significant property damage. Sky Energy Group Pty Ltd reserves the right to refuse service to Battery Systems used in such manners and disclaims all liability arising from its service or refusal to service under such circumstances.

## 7 Limitation of liability

7.1 Non-Indirect Loss. To the fullest extent permitted by applicable law, Sky Energy Group Pty Ltd shall not be held liable for any indirect, incidental, consequential, exemplary, punitive, or special damages arising from the Battery System, regardless of the legal basis of the claim and whether or not Sky Energy Group Pty Ltd was aware of the possibility, likelihood, or extent of such loss or damage. For clarity, Sky Energy Group Pty Ltd disclaims liability for loss (including loss suffered by a third party) of use, enjoyment, convenience, production, contracts, revenue, profit, reputation, data, or opportunities to earn, build, or utilize the aforementioned items, as well as increased operating costs (including the cost of procuring substitute equipment or services) or financing costs.

7.2 Limitation of Liability. To the maximum extent permitted by applicable law, the total liability of Sky Energy Group Pty Ltd (under contract, tort, statute, or otherwise) to you in connection with this agreement is limited to the amount paid for your Battery System plus any applicable transport costs reimbursable to you under this Warranty.

## 8 Additional Rights and Remedies

8.1 Local laws. This Warranty grants you specific rights, and its terms are applicable to the maximum extent permitted by the relevant laws and regulations. However, you may have further rights or remedies under the laws of your country, state, or province. For example, certain jurisdictions may not allow for disclaimers or limitations of liability, and some of the aforementioned disclaimers or limitations may not apply to you.

8.2 Australian Consumer Law. Nothing in this agreement limits the rights granted to you under the Australian Consumer Law, which is included in Schedule 2 of the Competition and Consumer Act 2010 (Cth). In accordance with the Australian Consumer Law, the following italicized statement applies to specific customers and does not grant you any rights beyond those you already possess: "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."

## 9 Claim Process

9.1 Contact authorized dealer. To initiate a claim under this Warranty, please first get in touch with the authorized installer or dealer who sold you your Battery System.

9.2 Contact Sky Energy Group Pty Ltd. If you didn't purchase your Battery System from an authorized installer or dealer or if you acquired it directly from Sky Energy Group Pty Ltd, please contact us using the contact details provided below, which are also available on our website ([www.skyenergy.com.au](http://www.skyenergy.com.au)).

Sky Energy Group Pty Ltd Contact Details: Address: 4/4 Bridge Rd Keysborough, Victoria 3173 Email: [team@skyenergysystems.com.au](mailto:team@skyenergysystems.com.au) Phone: 1300787488

9.3 Provide necessary information. To ensure a smooth processing of your claim, please make sure to include the following details:

a) Proof of the original purchase of your Battery System from Sky Energy Group Pty Ltd or an authorized installer/dealer. b) Proof of any subsequent transfers of ownership. c) Detailed description of the alleged defect(s). d) Serial number of your Battery System. e) Date and location of the original installation. f) Name and contact details of the authorized installer/dealer.

9.4 Remote access. In order to assess your claim or perform necessary updates or repairs, we may require remote access to your Battery System.

9.5 Return Authorization. Before returning your Battery System or any related product, please obtain a Return Authorization (RA) number from Sky Energy Group Pty Ltd.

9.6 Repair process. We will make every effort to diagnose and repair your system remotely. If necessary, we may need to send a technician to perform on-site repairs. Sky Energy Group Pty Ltd will cover all parts and labor associated with the repair, along with travel costs to the site, up to a maximum amount of \$250.00 (in Australian Dollars). If your claim is not covered under the Warranty, you will be responsible for the payment or reimbursement of transport, inspection, testing, and analysis costs incurred by Sky Energy Group Pty Ltd.

9.7 Transportation. In situations where on-site repair is not reasonably practical, you may need to arrange transportation of your Battery System to and from Sky Energy Group Pty Ltd, following the RA process. If your claim is covered by the Warranty, Sky Energy Group Pty Ltd will bear the cost of transport, reimbursing you up to a maximum amount of \$250.00 (in Australian Dollars). However, if your claim is not covered, you will be responsible for the payment or reimbursement of Sky Energy Group Pty Ltd's transport, inspection, testing, and analysis costs associated with your claim.

## 10 Miscellaneous

10.1 Interpretation. In this Warranty: a) The headings, sub-headings, underlined text, headers, and footers are provided for convenience only and do not form part of this agreement or affect its interpretation. b) The words "includes," "included," "including," "such as," "particularly," "especially," and similar expressions are used for illustrative purposes and do not impose any limitations.

10.2 Modification and waiver. No individual, company, or entity, including employees or authorized representatives of Sky Energy Group Pty Ltd, has the authority to modify or waive any part of this Warranty. Sky Energy Group Pty Ltd reserves the right to make payments or provide assistance in circumstances not explicitly covered by this Warranty, either across different Battery System models or on a case-by-case basis, without creating any obligation or liability to do the same for other Battery System owners.

10.3 Severability. If any part of this Warranty is determined to be illegal, invalid, unenforceable, or void, that part will be modified to the minimum extent necessary to rectify the issue, while the remainder of this Warranty will continue to be in effect without any amendments.

10.4 Governing law and jurisdiction. This Warranty, including any claims or disputes arising from it, shall be governed by the laws of Victoria, Australia, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) (UNCISG) does not apply to this Warranty. To the maximum extent permitted by law, individuals making claims under this Warranty agree to submit to the non-exclusive jurisdiction of the courts of Victoria and any appellate courts thereof.

## Assistance and Contact Information

Sky Energy Pty Ltd  
4/4 Bridge Road, Keysborough, 3173  
P: 1300 787 488  
E: team@skyenergysystems.com.au  
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