



BYD Battery-Box Limited Warranty

This Limited Warranty applies to BYD Battery-Box Product (Models, LV Flex) (“Product”) installed individually or in parallel (with a combined Usable Energy of Products is equal or more than 50kWh) in Australia on or after May 16th, 2022.

Shenzhen BYD Electronic Co., LTD (“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

Generally, Warranty Start Date is the first day after six (6) months from the Production Date of the Product (Refer to the Appendix of this Limited Warranty to find out the Production Date). But if Original Buyer can provide the written documents (such as receiving note) to prove the time when Product is delivered to the installation site where the Product is installed and operated for the first time (“Delivery Date”), Original Buyer can choose the first day after thirty (30) days from the above Delivery Date as Warranty Start Date.

1.2. Limited Product Warranty

BYD warrants that the Product will be free from defects in materials or workmanship for a period of five (5) years from Warranty Start Date, subject to the exclusions and limitations set out below.

1.3. Limited Performance Warranty

BYD warrants that the Product will retain sixty per cent (60%) of its Usable Energy for different years according to the Product operating ambient temperature set out in the table below, on the condition that the Product is operated in a normal manner that adheres to the manual guidelines provided by BYD.



| Ambient temperature | Warranted period (year) | Warranted remaining usable energy |
|---------------------|----------------------------|--------------------------------------|
| 0~20° C | 5 | 60% |
| 20~30° C | 10 | |
| 30~45° C | 5 | |

The ambient temperature in the table above means the ambient temperature recorded in the control module of the Product.

The Usable Energy of the Product Model could be in the table below.

| Product Model | Usable Energy(kWh) |
|---------------|--------------------|
| LV Flex | 5 |

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°C:

- 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) |
|---------------|-----------------------------|----------------------------|---------------------|
| LV Flex | 40 | 59 | 20 |

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) Neither 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

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 and Quick Start Guide;
- 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 a 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 Warranty Start Date;
- e) operation of the Product with an inverter that is not a BYD certified inverter which is specified in the **BYD Battery-Box LV Flex Minimum Configuration List**, which is available on the website: www.bydbatterybox.com and www.alpspower.com.au ;
- f) modification or repair of the Product without the approval of BYD or 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 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 or 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 the 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. Warranty for the Products transported to another location after initial installation

For the case that the Products are installed in an initial location and then transported in a container to another location, the Products have the same warranty clause as defined in this document on the conditioned that the Products are transported according to requirements on the Operating Manual from BYD as well as any applicable local or international requirements, standards, and directives. BYD is not liable for damage or malfunction caused during, or as a result of, transportation.

2.6. Exclusion for Smaller Installed Systems

The Limited Warranty in clause 1.3 does not apply to a Product that is installed individually or in parallel with other Products which have a combined Usable Energy of less than 50 kWh. In case of the combined Usable Energy is less than 50 kWh, please refer to **BYD Battery-Box LV Flex Limited Warranty- Residential-Australia-EN.**

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 non-conforming 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 has 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 Original Buyer 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 the formula below:
- $$\text{Refund} = \text{maximum claim amount}^* \times (\text{warranted remaining Useable Energy} - \text{remaining Useable Energy}) / \text{warranted Usable Energy}; \text{ and}$$
- b) If the Product cannot be operated, BYD will calculate the refund as follows:
- $$\text{Refund} = (\text{maximum claim amount}^*/60) \times (60 - \text{number of months since Warranty Start Date}).$$

*The maximum claim amount is the market value of the Product (or an equivalent product) determined by BYD if it were purchased new and free of 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* | |
| 3 | Battery Box Configuration* | e.g., LV Flex XX modules |
| 4 | Serial Number of the Product* | |



| | | |
|----|-------------------------------|-----------------------|
| 5 | Serial Number of Modules | |
| 6 | Serial Number of BMU | |
| 7 | Firmware Version BMS /BMU | |
| 8 | Inverter* | |
| 9 | Inverter Configuration | |
| 10 | Serial Number of the Inverter | |
| 11 | Firmware 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, 518118, P.R.China

Service Mailbox: bboxservice@byd.com

Telephone: +86 755 89888888- 47175 (CN)

Website: www.bydbatterybox.com



BYD Authorized Service Partner

Alps Power Pty Ltd

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

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 made available for pick up by BYD or BYD Partner within four weeks after the replacement; otherwise, BYD reserves the right to invoice the replacement component at full market price.
- 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 to 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 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.



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.

The contractual rights that You may be entitled to under this Limited Warranty are in addition to these statutory rights.

Appendix

The Production Date of the Product could be read from the serial number on the label of the Product as shown in the drawing below. The definition of the serial number regarding the production date are the same for the battery modules and BMU.

In the example drawing below, the “21” underlined means the production year is 2021, “03” means the production month is March, and “30” means the production date is the thirtieth day of that month.

