



Limited Product Warranty

Applicable Area: The Republic of South Africa (RSA) Applicable to sales from: 15th September, 2024 Product type: IES All In One cabinet series Product Including: IES 50-61-A,IES 105-221-A

This limited warranty (hereinafter "Warranty") specified below applies to Infinite Energy Storage (Pty) Ltd (hereinafter "IES") all in one cabinet (hereinafter "Products") supplied by IES through Authorized Re-seller.

1. Purpose

The primary purpose of this Warranty is to clearly define the matters related to warranty policy of Products.

2. Warranty Period

IES warrants that the product will be free of defects caused by poor workmanship or defective materials, the Product has 5 years warranty or the battery in the system has 6000 cycles lifetime with 70% EOL which are calculated from when the Warranty commences, whichever comes first.

The warranty commences for the period of 5 years from the earlier of:

A. Invoice provided by customer: standard warranty of 5 years from invoice date.

B. If customer fails to provide invoice: 3 months after the date of the Product was manufactured.

3. Limitation of Warranty Scope

In the case of defective products, IES will repair or replace the product if the product is returned during the Warranty Period. Its original packaging and necessary documentation is required. It remains the prerogative of IES to decide at its sole discretion whether it will repair or replace the defective products. This Warranty does not include any accessories or tool kits provided with the Products.



4. Warranty Conditions

The warranties in respect of the Product only apply if the Product:

- a. Is purchased from IES or an Authorized Re-seller in the Territory.
- b. Has the official IES serial number.
- c. Is installed in the related Territory.
- d. Is installed, operated, maintained in accordance with the Product Instructions and manuals.
- e. Be used on a daily cycle basis and only for energy storage.
- f. Charging/discharging rate and cycle:
 - a. IES 50-61-A 0.8C/6000 cycles
 - b. IES 105-221-A 0.5C/6000 cycles

The warranty would be invalid if the defect in or failure of the Product's performance is attributable to your misuse, abuse, accident or non-observance of the product installation and operation instructions.

5. Exclusion of Warranty

To the extent permitted by law, IES excludes all liability for the product to the extent that any damage or defect has been caused or contributed to by the following:

1. The warranty period or cycles specified above has already expired.

2. The treatment or operation of the product is improper, negligently or in any other way inappropriate, including using the product outside the recommended ambient temperature condition as specified in the product instructions.

3. Transportation, including but not limited by incorrect packaging, dropping, trampling, deforming, impacting, or spearing with a sharp item.

4. Storage, installation, commissioning, modification or repair of the Product that has been performed by a person other than IES or an IES certified installer or repair center.

5. Abuse, misuse, negligence, accidents or force major events, including but not limited to lightning, power surge, short-circuits, flood, liquid spillage, fire, extreme cold weather, or other events beyond the reasonable control of IES.

6. Any attempt to extend or reduce the life of the product without written confirmation from IES, whether by physical means, software programming or others.

7. Removal and re-installation at another place from the original installation without the written confirmation from IES.

8. Water, liquids, conductive dust or corrosive gas.

9. The battery or other components are changed without the written confirmation from IES.



10. Product damage and defect caused by End User's improper use, misuse, abuse, which are non-conforming with User Manual and product specifications.

11. Normal wear and tear or deterioration, or superficial defects, dents or marks that impact the performance of the Product.

12. Theft or vandalism of the Product or any of its components.

13. End User fails to provide correct product serial number or product serial number is undecipherable or has been modified without permission by IES.

14. Product is used for supplying life-sustaining medical devices and automotive applications.

15. Product damage caused by external force, force majeure(causes of natural disasters and unforeseeable/ unavoidable/insurmountable objective events, including but not limited to terrorism, war, civil war, strike, riot or other activities intervened by government, other events which are out of control of IES) or other third parties.

16. Failure to report the product fault and returning the suspect product to IES or IES's certificated service center within two weeks of the alleged problem having appeared.

6. Claim Payment

Claims can be made by Authorized Re-seller from whom the Product was purchased.

To process the Warranty Claim the following items must be provided:

(i) Invoice for the procurement of the Product.

(ii) Product serial number and initial installation date.

(iii) Provide the log data recorded by the Product as input to IES's assessment of the warranty claim.

(iv) Confirmation if the storage system was a single installation or parallel installation, if paralleled, provide the serial numbers of anther system and installation date.

(v) Acceptance of the Warranty Terms and Conditions and commercial conditions in case it is not a valid warranty claim.

IES may contact the buyer for further information regarding the defect.

IES may require the buyer to complete root analysis testing of the product to provide evidence supporting the claim. Final verification of the claim will be made by IES.

IES reserves the right to refuse exchange requests where adequate information is not provided.

To request the replacement of a Product or parts, you must contact the IES service center. Email: <u>enquiries@ies.co.za</u>



If there is a dispute regarding IES's verification of the claim, the Product must be evaluated by an internationally certified testing lab or an IES certified 3rd party testing company. The customer (You) will bear the cost of any 3rd party evaluation service charge (unless the claim is proven to be valid, in which case IES will be responsible for the testing costs).

If any testing of the battery's capacity is required, the testing must occur under the following conditions:

- a. The test is based on single Battery Module.
- b. The ambient temperature of the product must be 25 °C ±2 °C
- c. The initial temperature of the battery pods must be $25^{\circ}C \pm 1^{\circ}C$
- d. Charge Battery: constant voltage (3.55V*Cell Number) and current (0.2C of Cell Ah)
- to charge till all the cell voltage above 3.50Vdc or till charge current less than 1A.
- e. Discharge Battery:Constant current (0.2C of Cell Ah) to discharge till battery to low voltage (2.8V*Cell Number) protection.

If the product is no longer available, IES may, at its discretion, replace the product with a refurbished product or a different product or parts with equivalent functions and performance according to the latest technical information available. Replacement of battery, components or products may not be brand new but with quality and specification compliant with the product specifications.

7. General provisions

This warranty is subject to the laws of RSA.

If any provision in this document is unenforceable, illegal or void or makes this document or any part of it unenforceable, illegal or void, then that provision is severed and the rest of this document remains in force.

If any provision in this document is unenforceable, illegal or void in one jurisdiction but not in another jurisdictions or makes this document or any part of it unenforceable, illegal or void in one jurisdiction but not in another jurisdictions, then that provision is severed and the rest of this document remains in force.

8. Definitions of terms

1. Authorized Re-seller means an approved IES retailer or distributor in the Territory. Consumer Law means: RSA Consumer Law.

2. Minimum Capacity means 70% of the Nominal Energy during the Warranty Period.

3. Nominal Energy means the battery's rated capacity as printed on Product label.

4. Product means IES 50-61-A and IES 105-221-A all in one cabinet manufactured by IES.

5. Product Instructions means the instructions and manuals issued by IES with the



Product that set out how the Product should be installed and operated.

6. IES means Infinite Energy Storage (Pty) Ltd.

7. Territory means all the regions of RSA, depending on where the Product was purchased.

8. You, means the natural person that acquired the Product.

9. Applicable Law

This warranty is subject to the law of RSA. Products come with guarantees that cannot be excluded the RSA Consumer Law. The Buyer is entitled to a replacement for a major failure for any other reasonably foreseeable damage. The Buyer is also entitled to have the goods repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure, but it will affect the normal use of the product. The benefits provided 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.

Terms and conditions Limited to IES.