Battery Limited Product Warranty

Applicable Area: The Republic of South Africa [RSA]
Applicable to sales from: 10th July, 2024
Product type: IES-BATT-7.68

Lithium-Ion Storage Battery
This limited warranty [hereinafter "Warranty"] specified below applies to Infinite Energy Storage [Pty] Ltd [IES] lithium-ion battery and the Accessory Components [hereinafter "Products"] supplied by Infinite Energy Storage [Pty] Ltd [IES] through Authorized Reseller.

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, and the product has 6000 cycles life time or 10 years warranty at 80% DOD/25 degrees centigrade/0.5C/70% EOL which are calculated from when the Warranty commences or whichever comes first.

Capacity performance warranty for increasing battery capacity by adding additional battery modules later:
IES warrants that the additional battery modules shall retain seventy percent [70%] of Nominal Energy for 6000 cycles or ten [10] years [whichever comes first] after the warranty commences thereon.

The warranty commences for the period of ten [10] years from the earliest of:

A. Invoice provided by customer: standard warranty of 120 months [10 years] from invoice date.
B. Customer fails to provide invoice: three [3] months after the date the Product was manufactured.

3. Limitation of Warranty Scope
In the event of defective products, IES will repair or replace the product if it is returned during the Warranty Period, provided it is in its original packaging with all necessary documentation. 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. It is purchased from IES or an authorized reseller in the territory.

B. Has the official IES serial number.

C. Is installed in a battery module in the Territory.

D. Is installed, operated, and maintained in accordance with the Product Instructions and manuals.

E. Be used on a daily cycle basis and only for energy storage systems [Cycle life per year: must be below 600 times].

F. Charging/Discharging rate and cycle: The standard warranty cycle [6000] should be based on the charging/discharging rate 0.5C.

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. Inverter or charger failure.

3. The product is being installed with inverters or chargers which have not been certified by IES.

4. 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.

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

6. 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.

7. 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 outside the reasonable control of IES.

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

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

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

11. The product has been connected with different types of battery modules.

12. The battery has been connected with a battery not from IES.
13. Product damage and defect caused by End User's improper use, misuse, abuse, which are non-conforming with User Manual and product specifications.

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

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

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

17. The product is not suitable for supplying life-sustaining medical devices and automotive applications.

18. Product damage caused by external force, force major (causes of natural disasters such as unforeseeable, unavoidable and insurmountable objective events, including but not limited to war, civil war, strike, riot or other activities intervened by government, terrorism, war, riots, strikes, unavailability of suitable and sufficient labour or materials and other events which are out of control of IES) or other third parties.

19. Failure to report the product fault and returning the suspect product to a IES service center within two weeks of the alleged problem having appeared.

6. Claim Payment

Claims can be made by Authorized Reseller 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 battery was a single installation or parallel installation- if parallel, provide the serial numbers of the other batteries and installation date for each.

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 battery, you must contact the IES service center.
Email: **support@ies.co.za**

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 Product's capacity is required, the testing must occur under the following conditions:

a. The test is based on single IES-BATT series battery module.

b. The ambient temperature of the product must be 25℃±2℃.

c. The initial temperature of the battery pods must be 25℃±1℃.

d. Charge IES-BATT-7.68 Battery Module: Constant voltage(56.1V) and current (30A) to charge till all the cell voltage above 3.50Vdc or till charge current less than 1A.

e. Discharge IES-BATT-7.68 Battery Module: Constant current (30A) to discharge till battery to low voltage(45.6V) 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 1 jurisdiction but not in another jurisdiction or makes this document or any part of it unenforceable, illegal or void in 1 jurisdiction but not in another jurisdiction, then that provision is severed only in respect of the operation of this document in the jurisdiction where it is unenforceable, illegal or void.

8. Definitions of terms
In this document:

1. Authorized Reseller means an approved IES retailer or distributor in the Territory. Consumer Law means: ZA Consumer Law.

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

3. Nominal Energy means the initially rated capacity of the Product as printed on the label of the Product.

4. Product means IES-BATT Series Battery Module 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.

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

8. You mean the natural person that acquired the Product.

9. Applicable Law
This warranty is subject to the law of ZA. Products come with guarantees that cannot be excluded the ZA 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