

## ALPHA AND OUTBACK ENERGY GMBH

### LIMITED WARRANTY TERMS AND CONDITIONS VALVE REGULATED LEAD ACID BATTERY (VRLA) – RES OPzV BATTERY Applicable for batteries used in renewable applications

Alpha and Outback Energy GmbH **guarantees to the original Purchaser (referred to as “User”)** that all **AOE VRLA Tubular Plate stationary (“Battery/-ies”) RES OPzV, when used in renewable applications, will be free of defects in material and/or workmanship for the following limited warranty period:**

- Two (2) years for RES OPzV 2V cells and 6V/12V blocks for 50% DOD and average daily operating temperatures up to 25°C

The above limited warranty is valid as from the date of shipment as determined from the bill of lading, when the Batteries are stored, installed, operated in cyclic service and maintained according to the Installation, Commissioning & Operating Instructions for renewable applications, provided exclusively by Alpha and Outback Energy gmbh..

In the event of an alleged defect, the User must report it in writing within fifteen (15) days to Alpha and Outback Energy GmbH

The User may be instructed to either:

1. return the claimed Batteries to Alpha and Outback Energy GmbH to the factory address in Xanti (Greece) **for examination, at User’s expense. The return of claimed Batteries requires prior written confirmation from Outback Energy GmbH.**
2. hold the Batteries at the installation site and permit their inspection by Alpha and Outback Energy GmbH representative.

In case Outback Energy GmbH. determines a Battery to be defective, it may, at its sole option, repair or replace the defective Battery, EXW Xanthi-Greece, without charge to the User for replacement of the materials.

A VRLA Battery in renewable applications may be considered defective if there are flaws in material or **workmanship which have an effect on product safety, life or performance. A battery’s** life time used in cycling charge/discharge service depends on daily cycles, depth of discharge and operating temperature. The mentioned factors need to be verified, prior to consider a battery defective.

The replacement Battery or the Battery that has been repaired shall only be warranted for the remaining unused portion of the warranty of the original Battery.

The User is responsible and obliged to return any defective Battery to Outback Energy GmbH Upon return of any defective Battery by User, User releases to Outback Energy GmbH all title and interest with respect to the returned Battery.

The cost and responsibility for removal of the defective Battery and its shipment to Outback Energy GmbH premises, the freight & installation charges of the replacement Battery and all other costs related to the replacement process will be the responsibility of the User.

#### TERMS AND CONDITIONS:

1. Each Battery must be of the proper design, size and capacity for the intended application. The User is responsible for the selection of the appropriate Battery.

2. Each Battery must be stored, installed, operated and maintained according to the Installation, Commissioning and Operating Instructions (for cyclic applications) provided by Outback Energy GmbH
3. Warranty period will be reduced by 25% for every 5°C of average daily operating temperatures over 25°C.
4. Daily DoD must not exceed 50% (DoD is expressed in % to C10 DIN) and average daily operating temperatures must not exceed 25°C. Meeting the previous requirements needs to be proved by the battery log book or detailed reports of a BMS (Battery Monitoring System) always available on request for inspection by Outback Energy GmbH at any reasonable time.
5. A scheduled (functional) equalizing charge shall be performed at regular intervals according to Installation, Commissioning & Operating Instructions (for cyclic applications) to protect the battery.
6. The Batteries need to be maintained and checked every 3 months and the relative report must be available on request for inspection by Outback Energy GmbH at any reasonable time.
7. This warranty is void if Batteries are installed in connection with different models or different brands.
8. This warranty is void if the Battery becomes unserviceable due to fire, wreckage, freezing, neglect, evidence of high temperatures, any act of god, or if the Battery is subject to misuse or physical damage, or if the Battery has been serviced, or repaired by someone other than an authorized Outback Energy GmbH service agent.
9. User must immediately discontinue the use of the Battery after discovery of a safety defect and report it to Outback Energy GmbH in writing. Otherwise, this warranty is void.
10. Damages related to transportation will be handled according to the each time agreed Incoterm.
11. In case any of the above is not strictly observed, the warranty shall be cancelled immediately.
12. This warranty is valid for and construed only towards the original Purchaser, who may further transfer its terms and conditions to any end-user, provided that all communications and possible claims will be handled only between Outback Energy GmbH and the original Purchaser. For the avoidance of any doubt, it is further clarified that Outback Energy GmbH's **warranty liability is** valid against only the original Purchaser.

## LIMITATIONS

Outback Energy GmbH shall not be liable for any special, indirect, incidental or consequential damages arising out of the sale or relating to the use, maintenance, transportation or installation of the Battery. The User assumes responsibility for personal injury and property damage resulting from the handling, possession or use of the Battery.

In no event, shall the liability of Outback Energy GmbH for any and all claims, including claims of breach of warranty or negligence, exceed the purchase price of the Battery. The assertion of a warranty claim in no case extends the warranty period.

This warranty is understood to be the exclusive agreement between the parties relating to the subject matter here for. No representing agent unless noted so by Outback Energy GmbH in writing is authorized to any warranty in addition to those made in this agreement.

This warranty is governed by and construed under the laws of Germany.



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