



# AES RACKMOUNT BMC LIMITED WARRANTY POLICY

## LIMITED WARRANTY

Discover Energy Systems Corp. (“Discover”), together with its agents, dealers, and distributors, warrants to the original Product purchaser (“User”), that your Discover Product(s) will be free from defects in workmanship and materials. This warranty begins from the date of purchase and extends for the duration of the period described in the table below, unless otherwise agreed to in writing (the “Warranty Period”).

Model	Product	Warranty Period
950-0049	AES RACKMOUNT Battery Module Combiner	1 Year (Unless applicable law requires a longer period in which case it will be for the period specified by law.)

## LIMITATION ON APPLICATIONS

Without the involvement of Discover in system design and Discover’s express written authorization, the Product is not intended for use in conjunction with a primary or backup power source for life support systems or other medical equipment, or any application where Product failure could lead to injury to persons, loss of life or catastrophic property damage. To the extent permitted by law, Discover disclaims any and all liability arising out of any such use. Further, Discover reserves the right to refuse to service any Product used for these purposes and disclaims any and all liability arising out of Discover’s refusal to service.

## WARRANTY LIMITATIONS AND EXCLUSIONS

EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR ANY PRODUCT IDENTIFIED IN THIS LIMITED PERFORMANCE WARRANTY. DISCOVER DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/ OR GUARANTEES, EXPRESS OR IMPLIED, AND, AS SUCH, THE SAME SHALL NOT APPLY TO THE PRODUCT. IN NO EVENT SHALL DISCOVER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER FOR ANY REASON (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOST EQUIPMENT OR LOST REVENUES) REGARDLESS OF THE LEGAL THEORY ON WHICH ANY SUCH CLAIM MAY BE MADE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE WARRANTY IS NON-TRANSFERABLE.

This warranty does not warrant uninterrupted or error-free operation of the Product or cover normal wear and tear of the Product or costs related to the removal, installation, or troubleshooting of the customer’s electrical systems. This warranty does not cover defects caused by external influences while in the User’s possession, including unusual physical or electrical stress such as power surges, uncontrolled voltages and currents, system harmonics, lightning, flood, fire, accidents, or vandalism. This warranty does not cover consumable components including, but not limited to, fuses (or the cost to change a fuse), breakers (or the cost to change a breaker), power cables (or the cost to change a power cable) that are incorporated within the Battery Module Combiner for extra protection against external phenomena or operation outside of the preset parameters of the Battery Module Combiner.



# DISCOVER ENERGY SYSTEMS

For further clarity, this warranty is void if the Product:

1. is improperly used or installed in non-compliance with the installation, commissioning, operation, or maintenance instructions,
2. is scratched, damaged, or similar while opening the packaging,
3. suffers from paint chips, blemishes due to stones or gravel, damage from accidents or other impacts, deterioration caused by industrial fallout or pollution, damage from bird droppings, has undergone previous repairs or modifications on the same body panel, or exhibits normal conditions of paint ageing such as fading,
4. is disassembled, altered, or repaired by someone other than an authorized Discover agent,
5. is damaged during shipping or installation,
6. is used or stored in an unsuitable environment, including any environment or location that causes excessive wear and tear or dirt or dust or debris buildup within the system,
7. manufacturing date codes, safety certification numbers or serial and tracking numbers (if applicable) are destroyed or altered,
8. is damaged resulting from third-party site preparation, which may include but is not limited to foundation preparation, concrete or gravel mounting pads, and required drainage,
9. is damaged resulting from electrical work external to the Discover Energy Systems product, including but not limited to any electrical conduits, connects to facility electrical boxes, connections to any grid or micro-grid system,
10. is damaged by fire, water, flood, rust or other corrosion, biological infestations, animals or insects, acts of God, or force majeure,
11. is damaged by excessive heat or cold,
12. is incidentally or consequentially damaged by other components of the power system, including but not limited to inverters, charge controllers, breakers, bypass switches, fuses, etc,
13. is damaged caused by, or resulting from, operation in a non-intended use, or a use which exceeds the recommended or permitted limits or loads of the Product,
14. has been used or maintained other than in accordance with Discover Energy Systems operating instructions or as set out in the technical data specification sheet and manual provided with the Discover Energy Systems Product,
15. has been used with battery modules other than the AES Rackmount Battery Module,
16. has been used with spare parts and accessories that do not comply with the original specifications specified by Discover Energy Systems,
17. is damaged due to customer negligence,
18. has been used with AC breakers, and or, AC fuses,
19. is damaged due to faults or defects caused by third parties, including work done by unauthorized or authorized service repair agents,
20. is damaged due to excess voltage within the main supply network to which the Product is connected,
21. has not undergone scheduled maintenance measures in compliance with the maintenance instructions and remarks.
22. has not undergone scheduled maintenance measures in compliance with the maintenance instructions and remarks.



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## **WARRANTY CLAIM PROCEDURE**

In the event of an alleged defect, you must make a warranty/service claim to the original Discover agent, dealer, or distributor that sold the Product to you within fifteen (15) days of the alleged defect date. If you are unable to contact the original seller, contact Discover by visiting [www.discoverlithium.com](http://www.discoverlithium.com).

NOTE: If your Product was included in a purchase from an Original Equipment Manufacturer (OEM) as part of the equipment, you must contact the OEM for service and support in the event of an alleged defect in workmanship.

A Product warranty claim must include:

1. Proof of original purchase that includes date and identity of purchaser, name of authorized seller, Product model number, serial number, and purchase price. (note the transaction currency, if not USD)
2. Description of the alleged defect.
3. A description of the installation location and environment.
4. The shipping address for the repaired or replaced Product.

**HELPFUL HINT:** Take pictures of the Product before and after packaging it for shipment.

After receiving a Return Materials Authorization (RMA), you must pack the authorized Product, along with copies of the information required (1~4 above), in an appropriate shipping container or packaging with the Discover RMA number clearly marked on the packaging. Unless directed otherwise, you will be required to prepay all shipping charges to the destination designated by Discover. You must insure the shipment, or accept the full risk of loss or damage during shipment. Discover is not responsible for shipping damage caused by an improperly packaged Product, or the repair costs that might result therefrom. Alternatively, Discover may require you to hold the Product on site and permit an examination by a Discover representative.

If Discover determines that the claim for the alleged defect is indeed a valid defect of workmanship that it is covered by this warranty, Discover in its sole discretion will either repair or replace the defective Product with a new or refurbished Product during the Energy Warranty period. Alternatively, Discover may provide credit towards the purchase of a new Discover product.

In the event that the Product is no longer in production or is not available, Discover at its option, may replace it with a different Product having equivalent function and performance, or provide a prorated credit against future purchase based on the original purchase price and the remaining portion of the Warranty period in years.

Any repaired or replacement Product will only be warranted for the remaining unused portion of the original Limited Warranty.

The cost and responsibility for removal of the defective Product and its shipment to Discover, and all other costs related to the replacement process, will be the responsibility of the User.

## **Applicable Law and Effective Period**

This Limited Warranty is subject to the laws of the province of British Columbia. This Limited Warranty is effective for sales of the Product occurring after Dec 1, 2023



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