

# AES RACKMOUNT ESS AUSTRALIA WARRANTY POLICY NON-TRANSFERABLE LIMITED PERFORMANCE WARRANTY

Discover Energy Systems Corp. (Discover), together with its agents, dealers, and distributors, warrants to the original product purchaser (User) that your AES RACKMOUNT ESS (Battery) is free from manufacturing defects that would prevent the battery from delivering unlimited cycles while maintaining at least 60% of the original 'Rated Wh' for the earlier of the listed 'Base Workmanship Warranty Period' or 'Total Energy Throughput Limit'. If the original Battery is registered with Discover within 30 days of installation, the warranty will be for the earlier of the listed 'Extended Workmanship Warranty Period' or 'Total Energy Throughput Limit' as per the table below, subject to the terms and conditions outlined herein.

Battery Model	Volts / Rated Wh*	Base Workmanship Warranty Period	**Extended Workmanship Warranty Period	Annual Energy Throughput Limit	Total Energy Throughput Limit
48-48-5120 (900-0062)	48V / 5120 Wh	5 Years	10 years with registration	3000 KWh	30 MWh
48-48-5120-H (900-0067)					

(\*) Watt-hours at time of publishing and may change without prior notification. Please review latest product data sheets  
 (\*\*) Extended Workmanship Warranty Period requires product registration at [www.discoverenergysys.com](http://www.discoverenergysys.com)

## Definitions

“Annual Energy Throughput” means the aggregate energy charged and discharged through the Battery as logged by the on-board data logger over one year.

“Base Workmanship Warranty Period” means the total period in years from the initial installation date that the Battery is covered by this Warranty.

“Extended Workmanship Warranty Period” means the total period in years from the initial installation date that the Battery is covered by this Warranty. (Requires Registration within 30 days of installation)

“Mobile Application” means product applications where the Battery is routinely exposed to vibration, lateral, vertical or rotational forces as a result of installation on, or inside, a moving apparatus.

“Rated Wh” means the Battery’s nominal rated Watt-hour (Wh) energy at the time of manufacture and published in Discover’s technical documentation.

“Stationary Energy Storage Application” means the Battery application, typically off-grid solar, micro-grid or backup power, where the Battery is operated in a fixed and stationary position.

“Total Energy Throughput” means the total energy charged and discharged through the Battery as logged by the on-board data logger.

### LIMITATION ON APPLICATIONS

Without the involvement of Discover in system design and Discover’s express written authorization, the battery is not intended for use in a Mobile Application, a closed-loop application of greater than 36 Batteries, as a primary or backup power source for life support systems or other medical equipment, or in 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 Battery 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, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR ANY BATTERY 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 BATTERY. 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, LOSS OF CONNECTED 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.

This warranty does not cover defects caused by normal wear and tear, inadequate maintenance, insufficient ventilation, transportation, storage or a faulty repair, misuse, neglect, accident or abuse, modification to the Battery, failure to observe operating instructions and parameters or improper installation. 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 strikes, flooding, fire, or accidents. This warranty does not cover any damage that may occur due to improper connection or conductor sizing, system integration, or installation. This warranty does not cover consumable components including, but not limited to, fuses (or the cost to change a fuse) that are incorporated within the Battery for extra protection against external phenomena or operation outside of the preset parameters of the Battery and its Battery Management System (BMS).

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

1. is subjected to reverse polarity (terminal connections are reversed),
2. if used as a starting battery,
3. is not stored properly, as set forth in the English language version of the Operating Manual,
4. is continually operated (charged or discharged) below, or above its specified operating temperature range (as measured and logged by the Battery’s internal data logger),
5. is operated continuously at an average temperature exceeding 30°C/86°F over the life of the battery (as measured and logged by the Battery’s internal data logger),
6. surpasses the Annual Energy Throughput Limit in any 12-month period (as measured and logged by the Battery’s internal data logger),



7. is not operated in accordance with the parameters as set forth in the English language version of the Operating Manual (all warnings and faults are measured and logged by the Battery's internal data logger),
8. is not charged in accordance with the parameters as set forth in the English language version of the Operating Manual (as measured and logged by the Battery's internal data logger),
9. is charged by a charge curve, charge algorithm, micro-hydro, wind turbine generator or battery charger or any other unregulated charge source that has NOT been approved by Discover as set forth in the English language version of the Operating Manual (as measured and logged by the Battery's internal data logger),
10. is float charged at a voltage not in accordance with the parameters as set forth in the English language version of the Operating Manual (as measured and logged by the Battery's internal data logger),
11. is subjected to vibration (indicating the battery is not stationary) as measured and logged by the Battery's internal data logger),
12. internal data logger is destroyed or altered,
13. manufacturing date codes, safety certification numbers, or serial and tracking numbers are destroyed or altered,
14. is disassembled, altered, or repaired by someone other than an authorized Discover agent,
15. is damaged during shipping or installation,
16. is not installed in conjunction with the appropriate balance of system components,
17. is not properly protected from inrush current, or is directly connected to a DC motor without the proper safety protection of, a motor controller, and or external motor voltage clamping systems,
18. is altered so that the BMS is bypassed,
19. is subjected to terminal burn out, terminal pull-out, or terminal damage of any kind,
20. data logs are not provided to Discover when requested and in support of a warranty claim, or
21. firmware is NOT updated to the specified version when requested and in support of a warranty claim.

### Exclusion for failure to properly protect the battery within the overall installation

To provide this Limited Performance Warranty, Discover requires the use of proper terminal torque. Additionally, proper grounding, isolation, fusing, breakers and disconnects must be correctly used throughout the balance-of-system to effectively isolate and protect all components of the system against faults, short circuits, reverse polarity or component failure. The sizing of all system components should be determined using established electrical codes and standards and evaluated by certified engineers, electricians, and licensed installers. Additional balance of system protections must always be included to protect the Battery from high voltage sources and voltage spikes. The internal circuitry, system firmware and fusing will not protect the battery from extreme electrical phenomena.

### Exclusion for failure to provide data access to your Battery

To provide this Limited Performance Warranty, Discover requires the ability to update your Battery's operating system software. Any failure to install system updates when provided or to provide data logged information upon request will void this Limited Performance Warranty.

## WARRANTY CLAIM PROCEDURE

In the event of an alleged defect in workmanship, you must make a warranty/service claim to the original Discover agent, dealer, or distributor that sold the Battery to you within fifteen (15) days of the alleged defect date.

**NOTE:** If your Battery 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 Battery warranty claim must include:

1. Proof of original purchase that includes date and identity of purchaser, name of authorized seller, Battery model number, and purchase price (note the transaction currency, if not USD).
2. Copy of warranty registration acknowledgment (for Extended Workmanship Warranty Period claims)
3. Photos of battery that show battery model number and serial number.
4. Description of the alleged defect that includes a summary and photos and/or videos demonstrating malfunction or failure.
5. Battery data logger file(s) (aka log files) and diagnostic report (obtained using a LYNK II or LYNK LITE Gateway Device and LYNK ACCESS software).
6. Description and photos of the installation location and environment.
7. The shipping address for the repaired or replaced product.

**HELPFUL HINT:** Take photos of the Battery before and after packaging it for shipment

After receiving a Return Materials Authorization (RMA), you must pack the authorized Battery, along with copies of the information required (1~6 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 Battery or the repair costs that might result therefrom. Alternatively, Discover may require you to hold the Battery 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 and that it is covered by this warranty, Discover, in its sole discretion, will repair or replace the defective product with a new or refurbished product during the Total Energy Throughput Limit. Alternatively, Discover may provide credit towards the purchase of a new Discover product.

In the event that a credit is issued against the purchase of a new Discover product, the credit will be calculated using the original purchase price divided by the Base Workmanship Warranty Period in years plus, if originally registered, the Extended Workmanship Warranty Period. The available credit will be for the unused years of the warranty period. A partial year will be fully credited.

In the event that the needed Battery is no longer in production or is not available, Discover at its option, may replace it with a different Battery having equivalent function and performance, or provide a prorated credit based on the original purchase price and the remaining portion of the Base Workmanship Warranty Period in years plus, if originally registered, the Extended Workmanship Warranty Period.

Any repaired or replaced Battery will be warranted for the remaining unused portion of the original Base Workmanship Warranty Period in years plus, if originally registered, the Extended Workmanship Warranty Period.



The cost and responsibility for the removal of the defective Battery and all other costs related to the replacement will be the responsibility of the User.

### **Applicable Law and Effective Period**

This Limited Warranty is subject to the laws of the state of Victoria, Australia. This Limited Warranty is effective for sales of Batteries occurring after October 25th, 2023.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or credit 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.

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