

Limited Warranty for lithium battery system

HENGDIAN GROUP DMEGC MAGNETICS CO., LTD. ("DMEGC") hereby grants the following warranty (the "Warranty") to the original purchaser and its permitted successors and assigns and the end-user firstly installing for its own use (the "Customer") with respect to the products listed below and sold by DMEGC under sale agreements signed on or after 18, July, 2025 (the "H02 Series"):

DMEGC Battery Energy Storage system:

H02 Series(includes Battery and Inverter);

Battery Model	Matching inverter	Rated power	AC connection	Brand name
H02 series	DM-INV-SPH3.6K	3.6kW	Single phase	DMEGC
	DM-INV-SPH5K	5.0kW	Single phase	DMEGC
	DM-INV-SPB5K	5.0kW	Single phase	DMEGC
	DM-INV-TPH4K	4.0kW	Three phase	DMEGC
	DM-INV-TPH5K	5.0kW	Three phase	DMEGC
	DM-INV-TPH6K	6.0kW	Three phase	DMEGC
	DM-INV-TPH8K	8.0kW	Three phase	DMEGC
	DM-INV-TPH10K	10.0kW	Three phase	DMEGC
	DM-INV-TPH12K	12.0kW	Three phase	DMEGC
	DM-INV-TPH15K	15.0kW	Three phase	DMEGC

H02 series:H02-10,H02-15,H02-20,H02-25,H02-30,H02-35,H02-40,H02-45,H02-50,H02-60;

For the DMEGC Residential Product Series within the scope of (Australia&New Zealand)

1. Warranty Start Date

The "Warranty Start Date" means the earlier of (1) the date of commercial invoice issued by DMEGC to the Customer, or (2) 6 months following the date of manufacture of the Battery by DMEGC.

2. Limited Warranty

2.1 Limited Product Warranty

Subject to the limitations and exclusions contained herein, DMEGC warrants that, for the following respective period, the H02 Series is free from defects in materials and workmanship which have adverse effects on the H02 Series functionality under normal application:

- (1) Five (5) years following Warranty Start Date if the system remains connected with internet through the monitoring system enabling monitoring of its operation and updating of firmware; and
- (2) Three (3) years following Warranty Start Date if it is not connected with internet through the monitoring system.

- (3) Accessories other than the main battery and inverter units, including monitoring stick systems, electricity meters, CTs, wiring harnesses, connectors, etc., shall be warranted for a period of (1) year.

2.2 Limited Performance Warranty

Subject to the limitations and exclusions contained herein, DMEGC warrants that the actual usable energy of the H02 Series is no lower than 70% of its nominal usable energy for a period commencing on the Start Warranty Date and ending on the earlier of (i) 120 months following the Warranty Start Date or (ii) the date when total energy discharged from the Battery reaches the energy throughput levels shown in the table below; provided, however, that, the operation of the Battery during the said warranty period shall be under the following conditions: temperature at the range of $25 \pm 2^{\circ}\text{C}$, 5%~95% RH, 0.5C charge/0.5C discharge, 90% charge and discharge depth:

Product	Energy Throughput
H02 Series	2.555 MWh/kWh

- (1) The “nominal usable energy” means the nominal energy of the Battery as stated on the label of such H02 Series, as expressed in kWh.
- (2) The “actual usable energy” means the power output of the Battery, as expressed in kWh, measured under the following conditions: (a) ambient temperature: normal atmospheric temperature 25°C ; (ii) BMS initial battery temperature: $25\text{--}30^{\circ}\text{C}$; (iii) Charging mode: 20A (CC / CV) single 3.65V, cut-off current 2A; and (iv) Discharging mode: 20A (CC / CV) single 2.0V, test with module. (NOT FOR CIRCLE LIFE)

3. Remedies

- 3.1 In the event that the H02 Series fails to meet the warranties as described in Sections 2 above, at the sole discretion of DMEGC, a justified claim will be settled by either of the following warranty services:

- (1) Repair work; or
- (2) Replacement of the Battery or Inverter causing the breach of the Warranty or part thereof by a new Battery or Inverter. If DMEGC replaces a Battery or Inverter pursuant hereto, the replacement Battery or Inverter shall have an electrical output of not less than the warranted output of the H02 Series causing breach of the Warranties at the time of replacement. Notwithstanding the foregoing, if DMEGC no longer supplies Battery or Inverter meeting the foregoing criteria, then additional or replacement Battery or Inverter provided hereunder shall be those Batteries or Inverters then supplied by DMEGC most substantially meeting the foregoing criteria although the replacement Battery or Inverter may be a different size, shape, and/or capacity.

- 3.2 DMEGC shall, at its cost and expense, deliver the additional, repaired or replacement H02 Series based on the same Incoterms and destination that the H02 Series causing the breach of the Warranty were delivered under the sales agreement to which this Warranty applies. Any costs and expenses for the dismantling, removal, testing, packaging, installation or re-installation of the H02 Series shall be assumed by the Customer.

3.3 In any case DMEGC shall not be responsible for the following costs:

- (1) any costs incurred by the end-user or the installer in normal or scheduled maintenance of the H02 Series; or
- (2) any other costs such as transportation, travelling and accommodation cost of personnel etc.;

3.4 Any replaced H02 Series shall become the property of DMEGC. Unless instructed by DMEGC in writing otherwise, the Customer shall dispose of the H02 Series in accordance with all local applicable regulations on electronic waste treatment and disposal at its own cost. The H02 Series had been replaced shall not be sold, reworked or reused in any way, unless expressly authorized by DMEGC in writing.

3.5 The replacement H02 Series or its accessory with technical improvement may not be entirely compatible with the remaining components of the photovoltaic system or inverter. The costs incurred as a consequence will not be covered by the Warranty.

3.6 In any event, a replacement or repair shall not justify the renewal or new beginning of the warranty period.

4. Claim

4.1 DMEGC aims to rectify genuine quality problems as a priority. This is generally achieved by investigating why defective H02 Series have failed and by introducing immediate corrective action measures to prevent re-occurring of the warranty failures. It is therefore critical that all claims under this Warranty are promptly submitted to DMEGC as soon as the H02 Series fails, and in any event, within fourteen (14) days of knowledge of the matter of event giving rise to the claim (the "Claim Deadline"). No consideration will be given to claims under this Warranty which are made beyond this Claim Deadline.

4.2 Customer shall bear the burden of establishing a breach of the Warranty hereunder. If Customer believes there has been a breach of the Warranty, claims must be submitted directly or, if purchased from a distributor authorized in writing by DMEGC (a "Authorized Distributor"), through such Authorized Distributor, to DMEGC within the applicable warranty period, and promptly in any case no later than expiry of the Claim Deadline. Claim shall be filed in writing to Hengan Group DMEGC Magnetics Co., Ltd. With address Hengdian Industrial Zone, Dongyang, Zhejiang, China, 322118 (Email: pack-service@DMEGC.com.cn). The claim shall set forth, at least, the following information: (a) party making claim; (b) detailed description of the claim; (c) evidences supporting the claim, including without limitation, the indicator status or testing report; (d) the evidence for purchase of the Battery or Inverter subject to the claim, which is able to demonstrate that the party making claim is the beneficiary of the Warranty; (e) the corresponding serial number of the Battery or Inverter subject to the claim, (f) Warranty Start Date, (g) Battery or Inverter type; (h) physical address of the Battery or Inverter. In addition, the Customer shall without any delay, provide DMEGC with any other information reasonably requested by DMEGC. DMEGC shall have the right to reject the claims without bearing any responsibilities for the rejection if the Customer fails to provide notice within the Claim Deadline or has not provided all information listed above.

4.3 Notwithstanding anything to the contrary herein, DMEGC shall be entitled, in its sole discretion upon written notice to Customer, to require that any breach of the Warranties alleged by Customer be reviewed by a neutral third-party testing laboratory selected by DMEGC and approved by Customer,

such approval not to be unreasonably withheld or delayed ("Testing Lab"). The determination by a Testing Lab as to whether a breach has occurred shall be final and conclusive with respect to the matters covered by such determination. Customer shall promptly upon receipt of notice indemnify DMEGC for all the costs arising from such review by the Testing Lab in the event the Testing Lab is unable to confirm a breach of the Warranty or, if no Testing Lab was utilized, the Customer is otherwise unable to establish a breach of the Warranties.

- 4.4 If a Battery or Inverter fails within the warranty period, the Customer must stop using the Battery or the system in which the H02 Series is installed as the case may be by isolating the H02 Series from any energy source, make a claim as soon as possible and follow all instructions provided by DMEGC, or the representative or agents authorized by DMEGC. In order to qualify for further compensation and a replacement unit, the Authorized Distributor must first contact DMEGC and fulfill the Authorized Distributor's responsibilities with respect to the said instructions.
- 4.5 DMEGC monitors systems and inform end customers via internet in the event of defects in the material or workmanship of the H02 Series within the warranty period. For systems with no internet connection, in any case the Customer should inform DMEGC ASAP if a H02 Series is found to be defect in order to qualify for repair or replacement under the Warranty.
- 4.6 Each time a warranty claim is made against a system that has no internet connection, the installer or the end user is obliged to organize qualified personnel to conduct an on-site inspection and data collection under the instruction of DMEGC.
- 4.7 If the H02 Series is purchased through an Authorized Distributor, it is the Authorized Distributor responsibility to work directly with DMEGC in order to limit the return of non-faulty equipment. DMEGC will work with the Authorized Distributor to rectify the fault or fault message through telephone support or with direct PC links.
- 4.8 Any Customer shall inform DMEGC immediately, without any unreasonable delay, about any real or potential H02 Series safety concerns within and outside the warranty period. Customer shall inform aforesaid safety risks within three (3) calendar days when the risk of causing any damage is immediate and high. The Customer shall be liable for all actual damages and compensations for its failure of to promptly and timely provide notification to DMEGC.

5. Exclusions of Warranty

- 5.1 This Warranty does not cover claims related to H02 Series defects caused by the following factors, to the extent permitted by law:
 - (1) External power grid or PV system faults failure, or the external power grid or PV system fails to comply with safety regulations such as VDE, IEC, etc.
 - (2) Installation of the Battery with uncertified inverters not approved by DMEGC.
 - (3) Improper, negligent, or inappropriate handling of the H02 Series, including usage outside the recommended ambient temperature conditions specified in DMEGC's product instructions.
 - (4) Damages during transportation, including but not limited to dropping, trampling, deforming, impacting, or piercing with sharp objects.

-
- (5) Storage, installation, commissioning, modification, or repair of the H02 Series performed by individuals or entities other than DMEGC or a DMEGC-certified installer.
 - (6) Product damage caused by external forces, force majeure (unforeseeable, unavoidable, and insurmountable events beyond the control of DMEGC, including war, civil war, strikes, government intervention, terrorism, riots, unavailability of labor or materials, etc.), or actions by third parties.
 - (7) Changes in the condition or operational performance of the Product due to climate or other environmental influences, contamination by foreign materials (such as dirt, smoke, saltwater, chemicals, conductive dust, direct sunlight, corrosive gases, and impurities), water ingress, exposure to excessive heat or solvents, inadequate ventilation (especially regarding maximum temperature limits specified in the operating manual), exposure to strong vibrations, strong magnetic fields, aggressive atmospheres, or other adverse environmental conditions.
 - (8) Any attempt to extend or reduce the lifespan of the H02 Series without written consent from DMEGC, whether through physical means, programming, or other methods.
 - (9) Removal and reinstallation of the Battery at a location other than the original installation site without written consent from DMEGC.
 - (10) Use of spare parts not manufactured, sold, or approved by DMEGC during the repair or replacement of the H02 Series, or as a result of connecting the H02 Series with products from another manufacturer (or different types of battery modules). Also, damages caused by any other defective or malfunctioning parts in the system where the H02 Series is installed.
 - (11) Improper installation of the Product(s) .
 - (12) Failure to install, operate, or maintain the H02 Series in accordance with DMEGC's product instructions.
 - (13) Damages resulting from normal wear and tear, superficial defects, dents, marks, or when the replacement or repair of parts is considered part of normal maintenance or service. This includes damages limited to the surface coating, varnish, or enamel.
 - (14) Continued use of the H02 Series after it is known or would have been known, through regular servicing, that it is defective.
 - (15) Use of the H02 Series in any of the following cases:
 - a. Medical devices crucial to human life;
 - b. Control equipment, such as trains and elevators, which may cause personal injury;
 - c. Computer systems of social and public importance;
 - d. Locations near medical devices;
 - e. Installation of the H02 Series on a moving object, such as a ship, train, or car.
 - (16) Theft or vandalism of the H02 Series or any of its components.
 - (17) The damages occurring after expiry of the warranty period specified hereunder.
 - (18) Damage to the H02 Series resulting from the renewal of national or regional laws or regulations.
 - (19) Exceeding one cycle per consecutive 24-hour period.

(20) Failure to upgrade the software to the latest version.

(21) Installation of the H02 Series at an altitude higher than 2000m.

(22) Not used for residential photovoltaic (PV) energy storage.

(23) Placing the H02 Series in a storage condition for more than three (3) months without maintenance;

(24) The Battery having not been charged for more than 15 days.

(25) Faults or damage caused by other factors not related to the H02 Series quality issues.

5.2 Faults or damage caused by other factors not related to the H02 Series quality issues. The Warranty shall also not apply to the H02 Series (1) of which nameplate or serial number is modified, altered, or not readable; (2) for which DMEGC has not received fully payment; (3) which is purchased neither from DMEGC nor an Authorized Distributor; or (4) which is subject to any subsequent sale from a country where DMEGC was first marketed to another country without the prior written consent of DMEGC; provided, however, that the foregoing shall not apply to the sales among the members of the European Union ("EU"), where the sale of the H02 Series from one EU member to another does not require the prior written consent of DMEGC.

5.3 The Warranty does not include any accessories and tool kit items provided along with the Faults or damage caused by other factors not related to the H02 Series quality issues. The Warranty shall also not apply to the H02 Series (1) of which nameplate or serial number is modified, altered, or not readable; (2) for which DMEGC has not received fully payment; (3) which is purchased neither from DMEGC nor an Authorized Distributor; or (4) which is subject to any subsequent sale from a country where DMEGC was first marketed to another country without the prior written consent of DMEGC; provided, however, that the foregoing shall not apply to the sales among the members of the European Union ("EU"), where the sale of the H02 Series from one EU member to another does not require the prior written consent of DMEGC.

5.4 . All external and ancillary parts and units (e.g., Monitoring/Comm devices, batteries, etc.) installed with inverters by third-parties are excluded from the Warranty.

5.5 Wrong deliveries, incorrect or damaged packing and transit damage claims are not covered by the Warranty. The the H02 Series should be transported with the original packaging materials of DMEGC. If long-distance transportation such as sea transportation is required, additional packaging measures should be taken to ensure the safety of transportation. The product stack in transportation does not exceed 4 layers.

6. Fees For an Invalid Warranty Claim

For any warranty claim beyond this Warranty, DMEGC will charge Customer reasonable fees including but not limited to service fees, transportation fees, costs related to independent testing by a Testing Lab and costs of supplying spare parts.

7. Limit of Liability

7.1 Notwithstanding anything to the contrary in the warranty and except as expressly stipulated herein,

this warranty is expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application.

- 7.2 The remedies for breach of this warranty are customer's sole and exclusive remedies arising from or relating to any breach of the warranties. In no event shall DMEGC be responsible pursuant to this warranty for any special, indirect, incidental, punitive, exemplary or consequential damages of any nature whatsoever, including without limitation losses or damages caused by reason of loss of use, loss of profits or revenue, interest charges (except as expressly provided herein), loss of bonding capacity, cost of capital or claims of customer damages, whether liability arises as a result of breach of contract, tort liability (including negligence), strict liability, by operation of law or in any other manner. Except as set out in this warranty and to be permitted by applicable law, DMEGC shall have no responsibility or liability whatsoever for damage or injury to persons or property, or for other loss or injury resulting from any cause whatsoever arising out of or related to this warranty.
- 7.3 To the extent permitted by the applicable law, DMEGC's liability to customer or any other party for loss, damage, or injury of any kind or nature arising out of or in connection with this warranty shall not exceed the purchase price received by DMEGC of the H02 Series causing the breach of the warranty.
- 7.4 The customer acknowledges that the foregoing limitations on liability are an essential element of the relevant sales agreement between DMEGC and the customer and that in the absence of such limitations the purchase price of the batteries would be substantially higher.
- 7.5 The customer may have specific legal rights outside this warranty, and the customer may also have other rights that vary from state to state or country to country. These warranties do not affect any additional rights the customer has under mandatory laws in the customer's jurisdiction governing the sale of consumer goods.

8. Merger Clause

This Warranty sets forth the entire agreement and understanding of DMEGC and the Customer relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

9. Severability

If one or more provisions of this Warranty are held to be unenforceable under applicable law, DMEGC and the Customer agree to renegotiate such provision in good faith. In the event that the both Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Warranty, (b) the balance of this Warranty shall be interpreted as if such provision were so excluded and (c) the balance of this Warranty shall be enforceable in accordance with its terms.

10. Miscellaneous

The terms of this Warranty are conditioned upon their incorporation in a contractual agreement between DMEGC and Customer, and when incorporated to such contractual agreement, this Warranty shall be subject to the terms thereof and subject to modification when incorporated therein. DMEGC reserves the right to modify or update this Warranty at any time, with or without notice.

11. DISPUTE RESOLUTION

In case of any dispute in terms of warranty claims, a first-class international testing institute shall be entrusted by DMEGC and the Product Owner upon mutual consent to provide third-party verification and comments. All fees and expenses shall be borne by the party that demanded such verification procedure unless otherwise agreed. The local courts of China shall have non-exclusive jurisdiction for further disputes about a warranty claim arising from this Warranty.

In case of a judicial assertion, the DMEGC Authorized Service Partner is not authorized to send or receive lawsuit documents. This Warranty shall be governed and construed by the laws of the Commonwealth of China, excluding the Convention on Contracts for the International Sale of Goods.

Important Note: Australian Consumer Law

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

12. CONTACT US

Hengan Group DMEGC Magnetics Co., Ltd.

Address: Hengdian Industrial Zone, Dongyang, Zhejiang, China.

Email: pack-service@dmegc.com.cn

POST CODES: 322118

Tel: +86-579-86310161

<https://www.dmegc-ess.com/>

13. Australian Importer

DMEGC RENEWABLE ENERGY AUSTRALIA PTY LTD

ABN: 95 671 765 236

Email: xin.wang@dmegc.com.cn

Tel: +610498353593

<https://www.dmegc-ess.com/>

Unit 68 44-50 COOPER ST STRATHFIELD NSW 2111