

Product Warranty Energy Storage Systems

Magneto Renewable Energy (Pty) Ltd (MRE) warranty is against manufacturing defects for materials and workmanship and does not include samples.

By MRE product:

LiFePO4 Batteries 10 years

Supacapitors Batteries 10 years

Magneto Evo Batteries 10 years

This warranty commences the period of the above warranty years from the earlier of:

- 1. The date of installation of the Product or
- 2. One (1) month after the date of the product purchase

Warranty Period

Subject to the conditions of clause 2 (Limited Warranty Remedy) and the exclusions of clause 5 (Limited Liability), it does not include any accessories and/or tool kit items provided with the Product.

The limited warranty is valid at the original installation site.

MRE will repair or replace the Product if the Product is defective and returned during the Warranty at the discretion of MRE.

Warranty Conditions

The warranty in respect of the product only applies to the product if:

- 1. It is purchased from MRE or an Authorized Reseller within the Territory.
- 2. It has the official MRE serial number.
- 3. It is installed in the Territory.
- 4. It is installed, operated, and maintained in accordance with the Product Instructions.
- 5. It is installed, commissioned, and operated by a competent person.
- 6. With respect to the Lithium Iron Phosphate (LiFePO4) cells the duration of the warranty shall be 10 years or six thousand (6000) charge-discharge cycles (whichever comes first), commencing on the date of sale.
- 7. The battery should not be kept and/ or operated in a location that regularly experiences extended periods of ambient temperatures above 35 degrees Celsius or below zero degrees Celsius.
- The battery should be installed indoors away from direct sunlight, precipitation, extreme moisture, and sea spray. Failure relating
 to water/ moisture ingress or corrosion resulting from the presence of environmental corrosion agents is not covered by the
 warranty.
- 9. Damage relating to a lightning strike or other external causes is not covered by the warranty.
- 10. Refer to the manufacture's warranty for complete details on the battery warranty.

1. Limited Warranty

MRE provides the following limited warranty, subject to the express conditions and exclusions contained herein (collectively, "Limited Warranty") on all MRE products purchased directly from MRE or its authorized reseller. MRE warrants to the Buyer that the Product delivered hereunder, which is a standard product of MRE, will, under normal installation, use, and service conditions, conform to MRE specification in effect at the time of delivery and be free of defects in materials and workmanship for the Limited Warranty Period. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF PERFORMANCE, THE COURSE OF DEALING, OR THE USAGE OF TRADE, AND ALL OTHER WARRANTIES, WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY MRE, THE RESELLER AND WAIVED BY BUYER.

1.1 Limited Warranty Conditions

This Limited Warranty is expressly conditioned upon the following ("Limited Warranty Conditions"):

Warranty claims may only be made by the original Buyer, as named on the tax invoice or purchase order for the battery,

- b) The Buyer must notify MRE at technical@magnetoenergy.co.za or its Reseller in writing within seven (7) days after discovery of Product Failure to comply with the Limited Warranty.
- c) The Buyer must obtain a Return Material Authorization (RMA) number from MRE prior to returning any allegedly defective Product to the Reseller.
- d) The alleged defective Product must be returned to the Reseller in suitable packaging and transportation charges will be for the cost of the buyer.
- e) The alleged defective Product must be received by the Reseller for adjustment no later than thirty (30) days following the issue of valid RMA instructions, and
- f) any warranty claims must be made within the Limited Warranty Period.

1.2 Limited Warranty Exclusions

This Limited Warranty specifically excludes any failure by or defects of the Product which have been caused by the following ("Limited Warranty Exclusions"):

- a) Misuse, abuse, neglect, improper installation, or application, physically damaged or altered, either internally or externally, or damaged from improper use (this included excessive overload and overheating), installation of damaged Products.
- b) Including, but not limited to, excessive vibration, short-circuit, over-charge, over-discharge, over-current, over-temperature, outside limits specified in the Product's documentation (as determined solely by the internal logs of the Product or solely by MRE or its authorized representative), exposure to temperatures outside operating temperatures specified in the Product's documentation (as determined solely by the internal logs of the Product), acts of God, improper interface or interaction with other units or electrical circuits, or malfunction of any components or equipment used with the Product.
- c) Failure to follow instructions or warnings on the Product or applicable specification sheets or manuals or safety sheets, including but not limited to, specifically connecting, mounting, and cabling methodologies.
- d) Unauthorized repair or alteration, including, breaking the seal of the battery.
- e) Collision, accident or negligence in use, storage, transportation, or handling occurring after the transfer of title of the Product to Buyer; or
- f) Any other harm to or loss of the Product after the transfer of title of the Product to Buyer, including, for example, theft of the Product.
- g) The product if it has been subjected to fire, water, generalized corrosion, biological infestations, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the MRE product specifications including high input voltage from generators and lightning strikes.
- h) If the serial numbers of the products are removed, the warranties will no longer apply.
- i) If failure fall outside of the manufacturers warranty.

2. Limited Warranty Remedy

MRE and the Reseller's sole liability and Buyer's sole and exclusive remedy for a breach of the foregoing Limited Warranty shall be as follows:

If MRE in its sole discretion, determines the product to be defective in materials or workmanship under the terms of this Limited Warranty MRE will, at its sole discretion, repair or replace such Product. In the event that any one or more of the above Limited Warranty Conditions is not satisfied or the Product has been subjected to any of the scenarios within the Limited Warranty Exclusions, MRE shall have no liability under this Limited Warranty whatsoever. This Limited Warranty is non-transferable and

extends only to the original Buyer and not to any subsequent purchaser or owner of the Product. All claims by Buyer for damages not affecting the Product itself, such as, but not limited to, loss of use, loss of orders, loss of profits, claims by third parties, or claims for indirect or consequential damages, irrespective of the legal basis for such claims, shall be excluded.

NO EMPLOYEE OR REPRESENTATIVE OF MRE OR RESELLER IS AUTHORIZED TO MODIFY THIS LIMITED WARRANTY FOR ANY PRODUCT EXCEPT VIA A FORMAL WRITTEN AMENDMENT TO THESE TERMS BY MRE.

Should a product failure not be a factory defect and be found to be the buyer's fault, MRE's repair centre will quote the buyer to repair the unit. Repairs will only take place once approval is received from the buyer in writing and payment of the quote is received.

If the products are damaged by lightning the installer can send a report for insurance purposes. The installer can supply a report as well - there will be a testing/inspection cost. If the client doesn't have insurance we can supply a quote for repairs, but he will be liable for all costs."

3. Returns and Returns procedure

- a) The buyer may return only a Product that fails to conform to the Limited Warranty set forth above if a repair or replacement is not possible or viable at the sole discretion of MRE.
- b) All other returns if accepted shall be subject to Reseller and MRE's standard restocking policy and restocking fee.
- c) When products are returned to MRE, they must not have any signs of physical damage, or abuse and the product must be in the same condition it was when you receive them, including all accessories and components.
- d) If any of the accessories or components are missing, their value will be determined and will be for the buyer's account. This cost will reduce the amount available to be used for any exchange or refund.
- e) Products will be subject to inspection and testing by our technicians.
- f) If a refund is approved, the refund of the purchase price will be done within 30 business days after the refund is approved.
- g) HANDLING FEES FOR RETURNS There will be no refunds of any delivery fees incurred and the buyer is responsible for payment of all delivery fees for all returns.

h) FOR RETURNS:

- a. Provide proof of the original tax invoice and product serial numbers.
- To return a faulty unit, please contact our technical Administrator, via email on technical@magnetoenergy.co.za or call WhatsApp on 063 688 7580 to obtain a written consent to return a unit. Photos required: wide angle showing Inverter, DB, and Battery. A close-up clear photo of open DB boards showing wiring.
- c. Fault report what is wrong with the Product; Error codes, System specs amount and type of battery, Solar array spec, etc Wiring diagram, if possible, where the system was installed.
- d. Please arrange the return of the product to our office for assessment:

Magneto Renewable Energy (Pty) Ltd,

6 Travertine Avenue

Samrand Business Park

Centurion

Gauteng

0175

4. Defective and/or Damaged Products

It is the buyer's responsibility to ensure that the Product/s ordered are appropriate for their intended use and/or application and that they are installed, commissioned, and operated by a competent person. Please ensure that we receive written notice to technical@magnetoenergy.co.za or its Reseller in writing within seven (7) days after discovery of Product Failure to comply with the Limited Warranty.

- a) Defective and/or damaged product/s will be subject to inspection and testing by our technicians.
- b) Do not discard the manufacturer's packaging.
- c) If the inspection and testing determine that the products returned are not defective, a handling fee of ten percent (10%) of the total price of the Goods so returned will be charged.
- d) If a refund is approved, the refund of the purchase price will be done within 30 business days after the refund is approved.

5. Limited Liability

SUBJECT TO ANY LIMITATIONS UNDER APPLICABLE LAW, MRE AND THEIR APPOINTED RESELLER WILL 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 THE PRODUCT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. UNDER NO CIRCUMSTANCES SHALL MRE OR THEIR APPOINTED RESELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, HOWSOEVER CAUSED. MRE OR THEIR APPOINTED RESELLERS AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR THE PRODUCT WHICH GAVE RISE TO THE CLAIM. THE BUYER FURTHER ACKNOWLEDGES THAT THE PRICING AND TERMS OF THE PRODUCT WOULD HAVE BEEN DIFFERENT IF THERE HAD BEEN A DIFFERENT ALLOCATION OF RISK

6. High-Risk Activities; Indemnity

The Product is not designed, manufactured, or intended for use in hazardous environments requiring fail-safe performance where the failure of the product could lead to death, personal injury, or significant physical or environmental damage ("High-Risk Activities"). Use of the Product in High-Risk Activities is expressly not authorized, and Buyer shall indemnify and hold harmless, MRE and its affiliates and shareholders from any liability, damages, costs, and expenses (including, without limitation, the costs and fees of attorneys and other professionals) arising from or relating to Buyer's use of the Product in High-Risk Activities or any use of the Product by any third party obtaining use or exposure to the Product through Buyer in connection with High-Risk Activities.

Definitions

In this document:

- 1. Authorized Reseller means an approved Magneto Renewable Energy (Pty) Ltd retailer or distributor in the Territory.
- 2. MRE means Magneto Renewable Energy (Pty) Ltd
- 3. Territory means all the countries where the Product was purchased.
- 4. Product means the batteries, inverters, or PV modules supplied by Magneto Renewable Energy.
- 5. A competent person means a person who has, in respect of the work or task to be performed, the required knowledge, training, and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Amendment Act, 2008 (Act No.67 of 2008), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act;





