

## **SUNSYNK ENERGY STORAGE SYSTEM (ESS) LIMITED WARRANTY**

This Limited Warranty applies to the following Sunsynk Energy Storage System (ESS) product:

**Model: SUNSYNK-Gx (x = 15, 20, 25, 30, 35, 40, 45, 50, 55, 60)  
SUNSYNK-GM5.1 (Battery Management System (BMS))**

Sunsynk Ltd. (hereinafter "Sunsynk") provides the warranties in this document (Limited Warranty) to the person who purchases for their own use and places the Product into operation for the first time (Original Buyer).

### **1. LIMITED WARRANTY**

#### **1.1. Warranty Start Date**

Generally, the Warranty Period starts six (6) months after the start date of installation or the production date of the Product, whichever occurs earlier.

#### **1.2. Limited Product Warranty**

- a) Sunsynk warrants that the Product shall be free from defects in materials or craftsmanship within ten (10) years from the Warranty Start Date.
- b) Installation needs to be completed within one (1) month of purchase of the Product.
- c) If the Battery fails, it must be notified to Sunsynk within two (2) weeks of failure.
- d) Any damage to the Battery Module caused by the Battery not being charged for a long time, due to negligence, shall not be covered by this Warranty.
- e) The Warranty will terminate after the first ten (10) years of the Warranty Period or when the Minimum Throughput Energy is reached, whichever occurs first.
- f) The Warranty Period of the Battery Management System (BMS) is ten (10) years.
- g) The Warranty Period of other accessories is five (5) years.
- h) Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are 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.

#### **1.3. Limited Performance Warranty**

- a) Sunsynk warrants that the Product will:
  - i maintain seventy percent (70%) of its Usable Energy within ten (10) years from the Warranty Start Date; or
  - ii reach the Minimum Throughput Energy;whichever occurs first, only on the condition that the Product is operated in a normal manner and in compliance with the user guide provided with the Product.
- b) The Minimum Throughput Energy shall mean the total output energy of the Product recorded in the control module of the Product.

- c) The Usable Energy and Minimum Throughput Energy for each product Model are detailed in the table below:

Product Model	Usable Energy (kWh)	Minimum Throughput Energy (MWh)
SUNSYNK-G15	15.36	49.05
SUNSYNK-G20	20.48	65.40
SUNSYNK-G25	25.60	81.70
SUNSYNK-G30	30.72	98.10
SUNSYNK-G35	35.84	114.40
SUNSYNK-G40	40.96	130.70
SUNSYNK-G45	46.08	147.10
SUNSYNK-G50	51.20	163.40
SUNSYNK-G55	56.32	179.80
SUNSYNK-G60	61.44	196.15

- d) For this Limited Warranty, the remaining Usable Energy is as measured and calculated using the following testing method and values, while the ambient temperature is maintained at  $25 \pm 3$  °C:

- Discharge the battery with constant current until the battery reaches End of Discharge Voltage ("EODV").
- Wait for 30 minutes.
- Charge the battery with constant current and constant charge voltage to its full capacity.
- Wait for 30 minutes.
- Discharge the battery with constant current until it reaches EODV or its self-protective voltage. Record the current, voltage and time.
- The remaining Usable Energy is the integral of discharge time and current multiplied by voltage.

#### Test Value List

Product Model	System Usable Energy	End of Discharge Voltage (V)	Constant Voltage (V)	Constant Current (A)
SUNSYNK-G15	13.8	124.8	175.2	20
SUNSYNK-G20	18.44	166.4	233.6	20
SUNSYNK-G25	24.54	208	292	20
SUNSYNK-G30	29.15	249.6	351	20
SUNSYNK-G35	33.76	291.6	409	20
SUNSYNK-G40	38.37	332.8	468	20
SUNSYNK-G45	42.98	374.4	526	20
SUNSYNK-G50	47.59	416	584	20
SUNSYNK-G55	52.2	457.6	643	20
SUNSYNK-G60	56.81	500	700	20

#### **1.4. Warranty Limitations**

The Limited Warranty defined in Clauses 1.2 and 1.3 are subject to, and must be read together with, the limitations, exclusions, and limitations set out below.

### **2. EXCLUSIONS AND LIMITATIONS**

#### **2.1. Disclaimer**

- a) Within the scope permitted by law, the warranty in this Limited Warranty is the only clear warranty of the Product. Sunsynk denies all legal and hit warranties, including but not limited to suitability for any market, suitability for specific purposes or non-infringement warranties. Within the scope permitted by law, as long as such warranty cannot be denied, Sunsynk limits the period and remedial measures of such warranties within the period of this Limited Warranty, and Sunsynk shall select the maintenance or replacement service described below.
- b) The seller of the Product or anyone else has no right to represent Sunsynk in making any guarantee other than the one contained within this document, and there is no right to extend the guarantee period to the time limit of the above regulations.

#### **2.2. Limitation of Liability**

In addition to the situations stipulated in this Warranty, and within the maximum extent of law, any indirect, accidental, special, or specially caused damage by the Product or its installation, use, performance or non-performance, or any defects or violations of guarantees or punitive damage (including but not limited to profit loss, goodwill or commercial reputation damage, or delayed damage), whether or not based on contract, guarantee, negligence, strict responsibility or any other theories, Sunsynk shall not be held responsible. The overall responsibility of Sunsynk (if so), whether for damage or other aspects, shall not exceed the purchase price paid by the Original Buyer for the Product.

#### **2.3. Warranty Limitations**

The Limited Warranty defined in Clauses 1.2 and 1.3 does not apply to any defect or deterioration resulting from:

- a) the Product not being installed, maintained, or operated in accordance with the operation manual;
- b) after installation, the Product being moved or shaken, or the charging temperature being higher than 50 °C or less than 0 °C, or the discharge temperature being higher than 55 °C or lower than -20 °C;
- c) the Original Buyer not notifying the defect or degradation to Sunsynk within thirty (30) days after discovering defects or degradations;
- d) the Product not being installed within one (1) month from the Warranty Start Date;
- e) operation of the Product with an inverter that is not a Sunsynk certified;
- f) modification or repair of the Product without the approval of Sunsynk;
- g) a force majeure event (e.g., natural disasters, such as floods, fires, earthquakes, lightning, or other abnormal environmental conditions, war, etc.);

- h) the obvious damage of the Product during transportation;
- i) state or regional laws, regulations, or instruction changes;
- j) the Product not being used in six (6) months or more;
- k) if the Product is not installed with the original mounting frame supplied by Sunsynk, or the battery system is installed in a dangerous or precarious location.

#### **2.4. Warranty Exclusions**

The Limited Warranty defined in Clauses 1.2 and 1.3 does not apply:

- a) if the Product was not purchased in the European Union, United Kingdom (including Isle of Man and the Channel Islands), Norway, Ukraine, Türkiye, Israel (including Gaza Strip, West Bank, and Golan Heights (sometimes referred to as the Palestinian Territories)), Jordan, the Sinai Peninsula, South Africa, Namibia, Zimbabwe, Botswana, Tanzania, Zambia, Ghana, Congo (DRC), Ivory Coast, Kenya, Malawi, Nigeria, Hong Kong, Chile, Australia, New Zealand, Malaysia, Philippines, Papua New Guinea, or Singapore;
- b) if the Original Buyer does not grant Sunsynk or Sunsynk-authorized agents access to the performance data of the Product through the Internet after reporting a warranty claim, and/or manipulates the data;
- c) to Product appearance wear (including but not limited to any scratches, stains, mechanical wear, rust, or mould) which does not affect its functionality;
- d) to any property loss or personal damage caused by any defects. If the Product is sold to the Original Buyer, the level of scientific and technical knowledge would not be enough to make the defects discoverable;
- e) if the invoice of the Product and the information listed in Clause 4 below are not provided with the Warranty claim; or
- f) if the serial number on the Product can no longer be recognized or has been modified.

#### **3. REMEDIAL MEASURES FOR BREACH OF WARRANTY**

- 3.1. On the premise of complying with the above-mentioned exemption clauses and restrictions, if the Product does not meet the Limited Warranty defined in Clauses 1.2 or 1.3, Sunsynk will repair or replace the non-conforming Product or parts thereof within the Warranty Period at no charge (or provide a partial refund), on the following conditions.
- 3.2. Whether to repair or replace the Product will be determined by Sunsynk at its sole discretion.
- 3.3. The Product or parts thereof to be replaced will have the same performance and reliability as the original Product. If related types of Products or any of its components have been discontinued, withdrawn from the market, or are otherwise unavailable, Sunsynk may replace these with similar products or components (which may include previously used and reconditioned components).
- 3.4. If Sunsynk does not repair or replace the defective Product or parts, Sunsynk will return the remaining amount to Original Buyer, which shall be calculated as follows:

- a) If the Product fails to comply with the Limited Performance Warranty defined in Clause 1.3, Sunsynk may calculate the refund using one of the following two refund formulas:
- i Refund = Maximum Claim Amount\* x (warranted Minimum Throughput Energy - output energy of the Product recorded in the control module of the Product) / warranted Minimum Throughput Energy; or
  - ii Refund = Maximum Claim Amount\* x (warranted remaining Useable Energy - remaining Useable Energy) / warranted Usable Energy; and

- b) If the Product cannot be operated, Sunsynk will calculate the refund as follows:

$$\text{Refund} = (\text{Maximum Claim Amount}^* / 120) \times (120 - \text{number of months since Warranty Start Date}).$$

\* If the product is newly purchased and has no defect, the Maximum Claim Amount is the market value of the Product (or an equivalent Product) determined by Sunsynk.

3.5. The above remedial measures are the only and exclusive obligations of Sunsynk to the Original Buyer under the Limited Warranty. If the Product does not comply with the Limited Warranty, Sunsynk does not bear any other responsibilities to the Original Buyer.

#### 4. FULFILMENT

4.1. If the Original Buyer wishes to make a Warranty claim under this Limited Warranty, the Warranty claim must be reported in writing to the installer (or, if the Original Buyer is unable to contact them, reported to Sunsynk), including the information specified in the table below and using the contact information specified below:

1	Installation Date*	
2	Invoice Number*	
3	Battery-Box Configuration*	
4	Serial Number of Product*	
5	Serial Number of Module	
6	Serial Number of BCU	
7	Firmware Version of BMS / BMU	
8	Inverter*	
9	Inverter Configuration	
10	Serial Number of Inverter	
11	Firmware Version of Inverter	

12	Working Mode	e.g., On-Grid + Backup
13	Place	e.g., Indoor
14	Comments	
15	Error Information	
16	Country	
17	Street and House Number	
18	Postcode and City	

\*mandatory to be provided.

Or according to the format published in Sunsynk's or the Authorised Representative's website, as listed below:

#### **CONTACT INFORMATION**

##### **Sunsynk Ltd.**

Rooms 702-704, 7/F Texwood Plaza  
6 How Ming Street  
Kwun Tong  
Kowloon  
Hong Kong

Telephone: +44 151 832 4300  
Email: [support@sunsynk.com](mailto:support@sunsynk.com)  
Website: <https://www.sunsynk.com/>

#### **AUTHORISED REPRESENTATIVE**

##### **Sunsynk Australia (Pty.) Ltd.**

Level 1, 982-988 Wellington Street  
West Perth, WA 6005  
Australia

Telephone: +61 7 3155 5555  
Email: [sales.au@sunsynk.com](mailto:sales.au@sunsynk.com)  
Website: <https://sunsynk.au/>

4.2. Sunsynk or its authorised Representatives are authorized to issue invoices for inspection costs if:

- a) Sunsynk's or its authorised Representative's inspection of the Product demonstrates that whatever the reason the Limited Warranty is not applicable; or
- b) no defects were found in the process of checking the Product and it functions without error.

- 4.3. Unless otherwise agreed with Sunsynk, any replaced Product or component shall be made available for collection by Sunsynk within four (4) weeks; otherwise, Sunsynk has the right to issue invoices on the replaceable parts at a full market price.
- 4.4. The replaced Products or parts shall be the property of Sunsynk.
- 4.5. The original Warranty Period of the Product shall still be applied to any maintenance or replacement Product, which means that the Warranty Period for maintenance or replacement components will be the remaining Warranty Period of the original purchase of the Product.
- 4.6. For unavoidable incidents such as natural disasters, war, riots, strikes, being unable to obtain suitable or sufficient labour, materials or capacity, or any other unpredictable incidents that exceed reasonable control and leads Sunsynk to not being able to fulfil or to delay performing the obligations of this Limited Warranty, Sunsynk shall not be responsible or liable to the Original Buyer in any way.

## **5. OUT OF WARRANTY**

In the event of the product being out of Warranty, Sunsynk may (at its own discretion) provide certain after-sales service to the Original Buyer, but all costs and expenses, including but not limited to components, labour costs, and travel expenses, shall be borne by the Original Buyer. In order to request such after-sales service, the Original Buyer must provide sufficient information about any defects so that Sunsynk can determine whether these defects can be repaired.

## **6. MISCELLANEOUS**

- 6.1. This Limited Warranty is only under the jurisdiction of the local law, and the choice of its legal terms is not considered.
- 6.2. The local courts shall have a non-exclusive jurisdiction for further disputes about a Warranty claim arising from this Limited Warranty. In case of a judicial assertion, Sunsynk shall be responsible for sending or receiving lawsuit documents.
- 6.3. The Original Buyer can enjoy legal rights on the sales of goods in accordance with national laws. This Limited Warranty does not limit their possible legal rights, or the rights generated by the purchase contract.
- 6.4. If any terms or some terms of this Limited Warranty are considered or found to be invalid, to have no effect, or otherwise unruly (whether it be for one party or generally), it will be regarded in the scope of its invalidity or it shall be separated in the scope of its failure or enforcement, but the rest of the clause shall remain in full force and effect.
- 6.5. As a condition to propose a Warranty claim, the Original Buyer agrees that any technical factual controversy related to the claims proposed under this Limited Warranty may be referred by Sunsynk to expert determination, in accordance with current determination rules, except that:
  - a) Expert must be a reputable test organisation, such as TÜV Rheinland, TÜV SUD, Intertek, UL, CQC or CGC, or any other parties accepting neutral third-party test organisation (Experts).

- b) The costs of the Expert, including any costs of delivering the Product to the Expert for testing, will be paid by the Original Buyer if:
- i the Original Buyer does not withdraw its claim within fourteen (14) days from the date of Sunsynk notifying the Original Buyer that it intends to refer the dispute to an Expert; and
  - ii the Expert determines the dispute in favour of Sunsynk.

In all other cases, Sunsynk will pay those costs.

## APPENDIX

The production date of the Product can be read from the serial number on the Product label, as shown below. The serial number of the battery module is the same as the production date.

In the example diagram below, the underlined "A" indicates that the production year is 2022, "B" indicates that the production month is November, "22" indicates that the production date is the 22<sup>nd</sup> day of that month, and "0001" indicates the production serial number.

