

## **Sky Energy Lithium Battery Limited Warranty Letter**

Version No: V1.3

The lithium iron phosphate battery energy storage systems as supplied and distributed by Sky Energy Investments Pty Ltd ("Sky Energy"), an Australian Company, are warranted (the "Limited Warranty") by Sky Energy against manufacturing defects in materials and workmanship. Sky Energy provides the warranties in this document ("Limited Warranty") to the person who purchases the Product for their use and puts the Product into operation for the first time ("Original Buyer"). To be eligible, all Sky Energy Products must be installed by a licensed professional using the Sky Energy Installation Manual and the Sky Energy Integration Guide.

### **Applicable Product Type**

#### **SkyVolt S**

#### **1 - LIMITED WARRANTY COVERAGE**

Subject to the exclusions and limitations set out below, the Sky Energy battery storage systems come with a Manufacturer's warranty which includes:

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

Generally, the Warranty Start Date is the first day after six (6) months from the Production Date of the Product (Refer to the Appendix of this Limited Warranty to find out the Production Date). But if the Original Buyer can provide the written documents (such as receiving note) to prove the time when the Product is delivered to the installation site where the Product is installed and operated for the first time ("Delivery Date"), the Original Buyer can choose the first day after thirty (30) days from the above Delivery Date as Warranty Start Date.

##### **1.2. 2 Years Limited Product Warranty**

Sky Energy battery energy storage system warrants that the hardware of electronics and

enclosure (including battery cover, micro circuit breaker, BMS) will be free of defects caused by improper workmanship or defective materials.

### 1.3. 10 Years Limited Performance Warranty

a) Sky Energy offers a 10-year warranty on its products' performance; for 6,000 cycles 90% DOD at 25 °C; whichever comes first. All installations of Sky Energy Products worldwide on marine vessels or mobile vehicle applications are covered by the 5 Year Limited Performance

Warranty Period.

b) Sky Energy warrants that the Product will (i) retain 70% of its Usable Energy for ten (10) years from the Warranty Start Date, or (ii) reach the Minimum Throughput Energy, whichever comes first, on the condition that the Product is operated in a normal manner that adheres to the manual guidelines provided by Sky Energy.

c) The Minimum Throughput Energy means the total output energy of the Product recorded in the control module of the Product.

d) The Usable Energy and Minimum Throughput Energy for each Product Model are set out in the table below:

Table 1.0 –Total Energy Throughput According to Minimum Depth of Discharge (DOD) for each product model.

Product Model

Usable Energy (kWh)

Table 1.0 –Total Energy Throughput According to Minimum Depth of Discharge (DOD) for each product model.

Product Model	Useable Energy kWh	Minimum Through Output Energy (MWh)
HV-16-S	15.97	7.3302
HV-21-S	21.29	9.7721
HV-26-S	26.62	12.2185

HV-32-S	31.94	14.660
HV-37-S	37.27	17.109

Lithium battery throughput refers to the cumulative amount of electricity discharged at any number of cycles during its

service life. Lithium battery throughput  $C = (\text{nominal capacity } C_n + \text{nominal capacity} \times \text{capacity retention rate } \eta \text{ at the}$

end of service life) /  $2 \times \text{depth of discharge DOD} \times \text{number of cycles at the end of service life.}$

#### **1.4. Limited Performance Warranty for Additional Battery Modules**

If the Original Buyer purchases additional battery modules after the initial installation of the Product (“Subsequent Product”), the warranty in clause 1.3 applies to the Subsequent Product from the sale date recorded in the seller's invoice to the Original Buyer of that Subsequent Product.

Sky Energy will be notified immediately by Dealer as soon as a situation arises where damage or defects to the Products may have resulted in any damage to third parties or to Dealer itself.

Sky Energy and Dealer will cooperate closely to determine the causes of such defects or non-conforming Products and take appropriate corrective measures to prevent future incidents.

#### **1.5. Warranty Limitations**

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

#### **1.6. Warranty Coverage**

a) This Limited Warranty applies only to the original end-user purchaser of the Sky Energy Product and is transferable only if the Sky Energy Product remains installed in the Original Use Location.

b) Sky Energy does not warrant, or guarantee workmanship performed by any person or firm

installing the Sky Energy Product.

c) This Limited Warranty does not cover the cost of installation, removal, shipping, or re-installation.

d) This Limited Warranty does not cover faults in design or installer error such as but is not limited to, reverse polarity or misuse of system-wide equipment, or

Inaccurate programming of all ancillary equipment in your system.

e) This Limited Warranty applies only to a Sky Energy Product purchased from Sky Energy or

an authorized Sky Energy distributor, dealer, or reseller, and properly installed by a licensed professional.

f) The liability of Sky Energy under this Limited Warranty shall be limited to the repair or replacement of the Sky Energy Product, at Sky Energy's sole discretion. Sky Energy will not be

responsible for any other types of losses or costs of any type pertaining to the use of its products. If the Sky Energy Product is found to be defective as a result of any manufacturing defect in materials and workmanship during the Limited Warranty Period, Sky Energy will, at its sole discretion either

(i) fix the issue by changing configurations or updating software, or.

(ii) repair the battery system by replacing with spare parts; or.

(iii) replace the battery system with a battery system that is brand new or refurbished but at least functionally equivalent to the original battery system, or an upgraded model which is either functionally equivalent or functionally superior to the original battery system. If the device is replaced within the warranty period, the remaining warranty period will be automatically transferred to the replacement unit. If the remaining warranty period is less than half a year after the replacement, it will be extended to a 6 months warranty.

If a Sky Energy Product is replaced, the defective Sky Energy Product will become the property of Sky Energy and must be returned to Sky Energy free of any third-party ownership claims.

The Warranty period of any repaired Sky Energy Product or its replacement is twelve (12) months from the date of shipment from Sky Energy, or the remaining term of the Limited Warranty Period, whichever is greater.

## **2 - EXCLUSIONS AND LIMITATIONS**

### **2.1. Disclaimer**

a) To the extent permitted by law, the warranties in this Limited Warranty are the only express warranty given for the Product. Sky Energy disclaims all statutory and implied warranties, including without limitation, any warranties of merchant-ability, fitness for a particular purpose, or non-infringement. To the extent permitted by law, in so far as such warranties cannot be disclaimed, Sky Energy limits the duration and remedies of such warranties to the duration of this Limited Warranty and, at Sky Energy's option, the repair or replacement services described below.

b) Neither seller of the Product nor any other person is authorized to make any warranties on behalf of Sky Energy other than those contained in this document or to extend the duration of the warranties beyond the periods specified above.

c) Sky Energy acknowledges that Dealer depends on the quality, safety and legal compliance of the Products to conduct its business and maintain a positive reputation. d) Sky Energy acknowledges that the Products supplied to Dealer must fully comply with applicable laws, regulations and safety standards applicable in The Territory.

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

Except as provided in this warranty and to the maximum extent permitted by law, in no event will Sky Energy be liable for any consequential, incidental, special, or punitive damages

(including without limitation of loss of profits, harm to goodwill or business reputation, or

delay damages) arising from or out of the Product or its installation, use, performance or non-performance, or any defect or breach of warranty, whether based on contract, warranty, negligence, strict liability, or any other theory. Sky Energy's aggregate liabilities, if any, in damages or otherwise, shall not exceed the purchase price paid by the Original buyer for the Product.

Sky Energy accepts full liability for and undertakes to reimburse Dealer for all damages, losses, costs, expenses and claims arising from any defective or non-compliant Products sold by Dealer.

Sky Energy also accepts liability for and undertakes to compensate third parties or Dealer for damages, regardless of the cause of the damage, if they result from any defect in the Products or failure to comply with legal requirements.

Sky Energy undertakes to indemnify and hold Dealer harmless against all claims, lawsuits, legal costs and other expenses arising from the sale or distribution of defective or non-compliant Products.

### **2.3. Warranty Limitation**

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

This Limited Warranty does not apply to the Sky Energy B-LFP48 Series and HV Series battery or any Sky Energy Products under the following conditions: (i), if the Sky Energy Product has exceeded the Limited Warranty Period or exceeded the number of cycles covered or (ii) the Limited Warranty in clauses 1.2 and 1.3, does not apply to any defect or deterioration resulting from:

- The Product not being installed, maintained, or operated by the Operating Manual;
- Exposure of the Product to movement or shaking following installation, or

temperatures of greater than 50°C or less than -10°C;

● Original Buyer failing to notify Sky Energy or a Sky Energy Authorized Service Partner ( “ Sky Energy Partner ” ) of the defect or deterioration within 30 days of the Original Buyer becoming aware of the defect or deterioration;

● The Product not being installed within one (1) month from the Warranty Start Date;

● Operation of the Product with an inverter that is not a Sky Energy certified inverter which is specified in the Sky Energy product Compatible Inverter List, which is available on the websites:

<https://www.bsl-battery.com/inverter-compatibility-list.html>;

● Modification or repair of the Product without the approval of Sky Energy or Sky Energy Partner;

● A force majeure event (e.g., natural catastrophes, such as flooding, fires, earthquakes, lightning or other abnormal environmental conditions, war, etc.);

● Noticeable damage to the Product that occurred during transportation; ● Changes to national or regional laws, regulations, or directives;

● The Product not being operated for any period of 6 months or more. ●

Incidental or Consequential Damage Caused by Other Components of the Power System Including but not limited to Inverters, Charge Controllers, Breakers, Bypass Switches, Fuses, etc.

● Operation in a Non-Intended Use or a Use Which Exceeds the Recommended or Permitted Limits or Loads of the Sky Energy Product.

● Installation or Removal, Alteration or Disassembly

● Normal Wear and Tear

● Accident or Abuse (Being Dropped, etc.)

● Corrosion - Inappropriate Environmental Exposure

● Repair or Service Provided by an Unauthorized Repair Facility

● Excessive Heat or Cold Conditions

**3 - DECLARATION OF VALIDITY OF WARRANTY LIMITATIONS**

This limited warranty is the exclusive warranty applicable to the Sky Energy product. Sky Energy expressly disclaims any other express or implied warranties of the Sky Energy product, including but not limited to any implied warranties of merchant-ability or fitness for a particular purpose. No warranties whether expressed or implied including, but not limited to, any implied warranties of merchant-ability or fitness for a particular purpose shall apply after the limited warranty period.

Sky Energy also expressly limits its liability in the event of a product defect to repair or replacement in accordance with the terms of this limited warranty, and exclude all liability for identical or consequential damages, including without limitation any liability for the Sky Energy product not being available for use or lost revenues or profits, even if Sky Energy has been advised of the potential for such damages. Some countries or areas may not allow the exclusion or imitation of certain warranties or damages, so some of the above exclusions may not apply to you.

If there is any inconsistency between this Limited Warranty and any other agreement or statement included with or relating to the Sky Energy Product or services, this Limited Warranty shall govern. If any provision of this Limited Warranty is found invalid or unenforceable it shall be deemed modified to the minimum extent necessary to make it enforceable, and the remainder of this Limited Warranty shall remain valid and enforceable according to its terms.

**4 - OUT OF WARRANTY**

In the event the Product is out of warranty, Sky Energy may (at its discretion) provide certain after-sales services to the Original Buyer, but all the costs and expenses, such as parts, labor costs, and travel expenses, shall be borne by the Original Buyer. To request such

after-sales service Original Buyer must provide sufficient information about any defects to enable Sky Energy Partner to determine whether such defects are capable of repair. 5 -

#### **REGISTRATION FOR LIMITED WARRANTY**

To activate this Limited Warranty, the Limited Warranty Registration Form Appendix C must be completed and forwarded to Sky Energy pursuant to the instructions set forth in the

Limited Warranty Registration Form. The Limited Warranty registration form must be authorized and affirmed by Sky Energy to be effective. Sky Energy will send confirmation of affirmation within 5 days of receipt of the Limited Warranty Registration form. This Limited Warranty applies only to the Sky Energy Product that is (i) registered on the Limited Warranty Registration Form attached to this Limited Warranty and (ii) installed in the Original Use location which shall be described by inserting the address of the Original Use Location in the space “Address of

Installation” provided in the Limited Warranty

Registration Form and name of installer/ distributor or supplier.

Limited Warranty Registration Form: <https://www.bsl-battery.com/support.html>

#### **6 - APPENDIX A – Important Notice**

Important notices: Circuit Breakers, Disconnects, and Fuses should be employed throughout several points of Power storage and generation installation to effectively isolate and protect all components of the system to safeguard against faults, short circuits, and polarity reversals, or a failure of any component in the overall system. Fuses, breakers, wire ratings, and values should be determined by established standards and evaluated by certified electricians, licensed installers, and regional code authorities. Although each Sky Energy Battery contains an internal BMS with circuitry that protects the Ferrite Phosphate cells from overcharge, over-discharge and excessive load amperage, the Sky Energy Batteries must always be installed with a charge controller and the appropriate

settings to protect the Sky Energy from open PV voltage and other high voltage charging sources. The Sky Energy

Battery Management System (BMS) alone will not protect the Sky Energy batteries from these extreme electrical phenomena. Failure to adhere to installation protocol will void the Warranty.

CAUTION: All Sky Energy batteries can only be commissioned when the batteries are at least 20% charged. Failure to do so will void the warranty.

CAUTION: Only use a Sky Energy approved LFP charger if ancillary charging is required before installation, testing, or troubleshooting. Failure to use a Sky Energy approved LFP charger will damage the battery and void the warranty.

CAUTION: The temperature range at which Sky Energy products can be charged is 0 ° C - 55 ° C. Charging Sky Energy products outside of this temperature range may cause battery breakage and can affect battery performance and reduce battery life expectancy. Failure to comply will void the warranty.

CAUTION: Charging LFP batteries at temperatures below freezing. Do not attempt to charge the battery below 32 F (0 degrees C). Attempts to charge at subfreezing temperatures can adversely affect SOH and cycle life and will void the Warranty. If the battery must be charged below 32 F (0 degrees C), the rate of charge must be at no more than 5% of the battery's rated capacity (C/20). Failure to comply will void the warranty.

CAUTION: Sky Energy batteries can be discharged at temperatures from -20°C to 60°C. Use of the battery outside of these temperatures may damage the performance of the battery or reduce its expected life. Failure to comply will void the warranty. CAUTION: After the battery is purchased, the installation needs to be completed within one month. If the equipment is not to be installed or used immediately, the storage environment shall meet the following requirements:

a) Pack the battery using a packing box and put some desiccant in the box before sealing.

- b) Put the battery back to the packing box if it is not to be installed in 3 days after unpacking.
- c) Storage SOC: 25%~50%SOC. Charge and discharge the battery every 6 months. d) Recommended storage temperature: 0°C~35°C (less than one year), -20°C~0°C or 35°C~45°C (less than one month).
- e) Recommended storage humidity: 0%~95%RH(no condensation). Do not install the battery if any moist or condensation is found.
- f) Place the equipment in a cool place where away from direct sunlight.
- g) Keep the equipment away from inflammable, explosive, and corrosive matters.
- h) Keep the equipment away from the rain.

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.

**Sky Energy Investments Pty Ltd**



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**Australian Importer Information**

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