

Product Warranty

For the purposes of this Warranty the following definitions apply:

“Consumer” the end consumer which has purchased the GivEnergy Products from the Customer or an approved installer pursuant to the Terms and Conditions.

“Documentation” means the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable or machine readable forms supplied by the Supplier in relation to the GivEnergy Products.

“Force Majeure Event” means any circumstance not within a party’s reasonable control including:

- i) acts of God, flood, drought, earthquake or other natural disaster;
- ii) epidemic or pandemic;
- iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- iv) nuclear, chemical or biological contamination or sonic boom;
- v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- vi) collapse of buildings, fire, explosion, accident or cold weather;
- vii) dropped equipment;
- viii) any labour or trade dispute, strikes, industrial action or lockouts; and
- ix) interruption or failure of utility service or electrical surge.

“GivEnergy Products” means the domestic and commercial battery products and other hardware products which are supplied to the Customer by the Supplier or an approved installer.

“Installation Date” means:

- i) where the GivEnergy Product is installed by an approved installer, the date on which the commissioning of the relevant GivEnergy product is completed by the approved installer; or
- ii) where the GivEnergy Product is installed directly by the Customer, the date of installation.

“Maximum Consumption Usage”

- i) unlimited cycles when used for consumption of microgeneration/grid charge; or
- ii) two cycles daily for personal use
- iii) When used for grid charging, a fair use allowance of 10MWh/1kWh stored capacity applies.

or as notified by the Supplier to the Customer from time to time.

“Specification” the specification of the GivEnergy Products, including any related plans or drawings, that is provided by GivEnergy Ltd or its authorised representative to the Customer at the time of purchase.

“Supplier” means GivEnergy Ltd (company registration number 11571089) of Osprey House, Brymbo Road, Lymedale Business Park, Newcastle, Staffordshire, England, ST5 9HX.

“System Owner” the customer which has purchased the GivEnergy Products from the Supplier or an approved installer pursuant to the Terms and Conditions.

“Terms and Conditions” means the Supplier’s Consumer Terms.

“Warranty Period” means, in relation to each GivEnergy Product, the shorter of:

GivEnergy Product	Time Period
Battery	12 years from the Installation Date/commissioning Date, whichever is the earliest
Inverter	12 years from the Installation Date/commissioning Date, whichever is the earliest
Gateway (excluding “din rail mounted” parts)	12 years from the Installation Date/commissioning Date, whichever is the earliest
All-in-one	12 years from the Installation Date/commissioning Date, whichever is the earliest
EV Charger	3 years from the Installation Date
All other GivEnergy Products (including “din rail mounted” parts)	12 months statutory warranty

1. The Terms and Conditions shall apply to this warranty. Unless expressly provided otherwise, expressions used in this warranty shall have the same meaning as in the Terms and Conditions and the rules of interpretation set out in the Terms and Conditions apply to this warranty.
2. The Supplier warrants that for the Warranty Period, the GivEnergy Products will correspond with the Specification and will be free from material defects in design, materials and workmanship, except to the extent otherwise apparent or disclosed to the Customer as at the Installation Date.
3. The Supplier guarantees that each GivEnergy Product will retain 70% of its useable capacity for the Warranty Period.
4. The above warranty is given by the Supplier subject to the following conditions:

- a. the warranty only applies if the Consumer has accepted and complied with the terms of the End User Licence Agreement with GivEnergy Software Limited;
 - b. the Supplier shall be under no liability in respect of any defect in the GivEnergy Products arising from any drawing, design or specification supplied by the Customer;
 - c. the Supplier shall not be liable for any indirect, consequential, or incidental damages (financial or otherwise) arising out of the use or inability to use GivEnergy Products;
 - d. the Supplier shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence (but not Supplier's negligence), abnormal working conditions, failure to follow the Supplier's reasonable instructions (whether oral or in writing) and Documentation, failure to properly maintain the GivEnergy Products, misuse or alteration or repair of the GivEnergy Products without the Supplier's written approval or Force Majeure Event;
 - e. the Supplier shall be under no liability in respect of any defect arising out of any act or omission of any third party, including any installer approved by the Supplier;
 - f. the above warranty does not extend to parts, materials or equipment not manufactured by the Supplier, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Supplier;
 - g. the GivEnergy Product is to be serviced by the Supplier or its authorised representative only;
 - h. no alterations or dismantlement of the GivEnergy Product have be made;
 - i. the GivEnergy Product shall only be used in accordance with the Supplier's operating instructions and manual;
 - j. the GivEnergy Products are not intended to provide primary energy supply, to support medical or any other life support equipment. The Supplier, to the extent permitted by law, will not accept any liability arising from the use of GivEnergy Products for such unintended use;
 - k. the Customer ceases to use the GivEnergy Product immediately on becoming aware of any defect in the GivEnergy Product;
 - l. the Supplier has not been required to make any change to the GivEnergy Product to comply with applicable statutory or regulatory requirements; and
 - m. the Customer has complied with the terms of this warranty document in full.
5. The warranty is transferrable to subsequent owners on condition that:
- a. the new owner provides proof of purchase as well as proof of ownership to GivEnergy;
 - b. the product remains at the original installation location;
 - c. the new owner ensures that the GivEnergy Product has continued and constant internet connectivity for monitoring and software upgrade purposes i.e. internet connectivity for a minimum of 90% of the time since initial installation; and

- d. if the GivEnergy Products are not connected to the internet and/or software updates are not performed, the Supplier does not warrant that the GivEnergy Products will be free from faults or defects.
6. To maintain the warranty the Supplier shall periodically conduct performance measurements to assess the GivEnergy Product's compliance with the guaranteed parameters. These measurements may include but are not limited to monitoring the storage capacity, cycle life, and other relevant performance indicators. The Customer will grant the Supplier access to carry out the mandatory performance measurements, which shall take place at year 5, 8 and 10. The Supplier reserves the right to charge for any additional work which is identified during such checks and is outside the scope of the above warranty.
7. In order to provide the full coverage of the Warranty Period, the Supplier requires the system to be fully commissioned through GivEnergy Software Limited's portal or app in line with the Supplier's installations processes. The Supplier also requires the ability to perform remote firmware updates and system health checks, as per the internet connectivity requirement stated in clause 5 above. If the system is offline for more than 10% of time from the date of installation, the warranty may revert to a 12-month standard warranty from the date of commission.
8. Any claim by the Customer that the GivEnergy Product does not comply with the warranty at clause 2 shall be made in writing and shall be notified to the Supplier immediately upon the earlier of the defect occurring or, if not apparent on reasonable inspection, the Customer becoming aware of the defect. If the Customer does not notify the Supplier accordingly, the Customer shall not be entitled to reject the GivEnergy Products and the Supplier shall have no liability for such defect or failure and the Customer shall be bound to pay the fees as set out in the order.
9. The Customer shall:
 - a. not exceed the Maximum Consumption Usage;
 - b. notify the Supplier of any claim under this Warranty within 30 days of the Delivery Date or where the defect or failure was not apparent on reasonable inspection within 30 days after discovery of the defect or failure;
 - c. give the Supplier a reasonable opportunity to examine the GivEnergy Products; and
 - d. (if asked to do so by the Supplier) return the GivEnergy Products to the Supplier's place of business at the Supplier's cost (such cost being refundable in the event that the GivEnergy Products are deemed defective by the Supplier acting reasonably).
10. If, acting reasonably, the Supplier deems that the GivEnergy Products do not comply with the warranty set out in clause 2, the Supplier shall, at its option, repair or replace the defective GivEnergy Products, or refund the price of the defective GivEnergy Products in full.
11. Except as provided in this Warranty, the Supplier shall have no liability to the Customer in respect of the GivEnergy Products' failure to comply with the warranty set out in clause 2.
12. This Warranty shall continue from the original warranty start date for any repaired or replacement GivEnergy Products supplied by GivEnergy under the warranty herein.
13. Notwithstanding any other provision in the Terms and Conditions, and to the fullest extent permitted by law, this Warranty shall not apply and the Customer shall not have the benefit of

this Warranty, unless and until the Customer has paid in full all amounts owing to the Supplier. The warranty will be transferred from the system owner to the consumer once payment for the products have been paid in full.

14. For the avoidance of doubt, the Supplier reserves the right to charge for any additional work or repairs which are required to a GivEnergy Product which are not within the scope of the above warranty.