

Probe Corporation SA (Pty) Ltd.

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THE COMPLETE POWER PACKAGE

Warranty Policy - MaxLi Probe Range battery systems

1. Consumer Laws

If you acquire the Product from an Authorized Reseller in South Africa and the Consumer Law applies, the Product comes with guarantees that cannot be excluded under the South Africa Consumer Law. You are entitled to a replacement 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.

The benefits provided by this Warranty are in addition to all other rights and remedies in respect of the Product which You have under the Consumer Law or any other law that cannot be excluded.

2. Product Warranty

Probe warrants that the Product will be free of defects caused by improper workmanship or defective materials.

This warranty commences the period of Five (5) years from the earlier of:

- 1. the date of installation of the Product; or
- 2. six (6) months after the date the Product was manufactured,

(Warranty Period) subject to the conditions in clause 3 and the exclusions in clause 4. This warranty does not include any accessories and tool kit items provided with the Product.

Probe will repair or replace the Product if the Product is defective and returned during the Warranty Period.

3. Warranty Conditions

The warranties in respect of the Product only apply if the Product:

- 1. is purchased from Probe or an Authorized Reseller in the Territory;
- 2. has the official Probe serial number;
- 3. is installed in a battery module in the Territory;
- 4. is installed, operated and maintained in accordance with the Product Instructions; and
- 5. be used on a daily cycle basis and only for energy storage system,
- 6. the firmware of battery must be updated to special firmware version, such firmware is available from Probe, or Authorized Reseller
- 7. if there is no communication, including on grid or off grid, the inverter settings must be confirmed by Probe, or Authorized Reseller,
- 8. working temperature: 0°C-45°C charging and -10°C-45°C discharging, (Warranty Conditions).



9. The battery will be determined to be defective if it fails to deliver less than 70% of its rated capacity during the warranty period, subject to the conditions listed below:

The residual battery capacity is determined by:

Fully discharging the battery to 0% SOC at 1C or less

Fully charging the battery at the recommended voltage and rate for a minimum of 24 consecutive hours

Fully discharging the battery to 0% SOC at 0.5C or less and 73°F (23°C)

The percentage of rated capacity is calculated as:

Percentage of rated capacity (%) = [(IC/5) * hours to discharge]/C rated] * 100 Where:

C rated = Rated Capacity (Amp Hours)

IC/5 = C rated/5 (Amps)

4. Exclusions of Warranty

To the extent permitted by law, Probe excludes all liability for the Product to the extent that any damage or defect has been caused or contributed to by the following:

- 1. Inverter or charger failure;
- 2. the Product being installed with inverters or charger which have not been certified by Probe;
- 3. You treating the Product improperly, negligently or in any other inappropriate way, including using the Product outside the recommended ambient temperature condition in accordance with the Product Instructions;
- **4.** transportation, including but not limited by dropping, trampling, deforming, impacting, or spearing with a sharp item;
- **5.** storage, installation, commissioning, modification or repair of the Product that has been performed by a person other than Probe or a Probe's certified installer;
- **6.** abuse, misuse, negligence, accidents or force majeure events, including but not limited to lightning, flood, fire, extreme cold weather, or other events outside the reasonable control of Probe;
- **7.** any attempt to extend or reduce the life of the product without written confirmation from Probe, whether by physical means, programming or others;
- **8.** removal and reinstallation at another place from the original installation without the written confirmation from Probe;
- 9. water, conductive dust or corrosive gas;
- **10.** the Product has been connected with different type battery modules;
- 11. failure to install, operate or maintain the product in accordance with the Product Instructions;
- **12.** normal wear and tear or deterioration, or superficial defects, dents or marks that impact the performance of the Product; and
- 13. theft or vandalism of the Product or any of its components.
- **14.** the MaxLi Lithium battery selected by the user must be of the correct size, design, and capacity for the intended application. Failure to do this will invalidate the warranty.
- **15.** the battery should be installed and operated at a temperature not exceeding the batteries design limits as published in the specification sheet issued at that time, this include under bonnet applications.
- **16.** the batteries must not be used in starting applications.

6. General provisions



This warranty is subject to the law of the South Africa.

If any provision in this document is unenforceable, illegal or void or makes this document or any part of it unenforceable, illegal or void, then that provision is severed, and the rest of this document remains in force.

If any provision in this document is unenforceable, illegal or void in 1 jurisdiction but not in another jurisdiction or makes this document or any part of it unenforceable, illegal or void in 1 jurisdiction but not in another jurisdiction, then that provision is severed only in respect of the operation of this document in the jurisdiction where it is unenforceable, illegal or void.