

Manufacturer's Warranty

Warranty Agreement Terms and Conditions



This Agreement lays down the Manufacturer's Warranty (the "Warranty") for your Sunsynk Inverter and its Lithium-ion Battery with Accessory Components (the "Inverter" and the "Battery", respectively, and collectively referred to as the "Product") extended by Sunsynk Mobile Ltd. (the "Seller") regarding the purchase by you (the "Buyer") of the Product, subject to the terms and conditions described below. The Seller is not obliged to notify the Buyer, or any future Buyer, about any possible amendments to this Warranty with respect to the supplied Product. Upon purchase of the Product, it is deemed that the Buyer also accepts the terms and conditions of this Warranty Agreement.

1. PURPOSE

- 1.1. The primary purpose of this Warranty Agreement is to clearly define and lay down the terms and conditions related to the sale and Warranty policy of the Product.
- 1.2. The parties agree that if the Product is found to be defective during the Warranty period, and such defect is not attributable to misuse, non-observance of the installation, maintenance, or operating instructions, or negligence or fault otherwise attributable to the Buyer, the Product shall be repaired or replaced according to the terms and conditions defined herein.

2. PRODUCT WARRANTY

- 2.1. The Product shall have a Warranty of ten (10) years (the "Term").
- 2.2. If during the Warranty period the Product is found to be defective, the Warranty shall operate as
 - i. Warranty of five (5) years for all parts and components, including labour charges; and
 - ii. An additional five (5) years on all major parts and components, with the exception of digital display (LCD) components, not including labour charges.
- 2.3. The Battery shall be warranted during the whole Term so long as fair use is demonstrated, as per the fair use limits of battery charge detailed in **Schedule A** (the "Battery Charge Fair Use Limits") applicable to the Product model.
- 2.4. If after five (5) years the Battery cells are found to be defective, the defective cells shall be replaced free of charge, not including labour charges.

3. COMMENCEMENT OF THE WARRANTY PERIOD

- 3.1. The Warranty period shall commence:
 - i. from the date of installation of the Product; alternatively
 - ii. six (6) months from the date of manufacture if installation has not yet occurred as of this date.

4. GENERAL TERMS AND CONDITIONS OF THE WARRANTY

- 4.1. By virtue of this Agreement, the Product manufactured and supplied by the Seller is given Warranty against material defects and manufacturing faults for the duration of the Warranty period, subject to the following general terms and conditions:
 - i. The Product must have been purchased and installed within one of the Territories listed in **Schedule A** (the "Territories").
 - ii. The Product must be correctly installed and commissioned in accordance with the installation instructions or manuals of the Product, meeting the requirements of benchmark initiatives, and in accordance with local rules and regulations for the connection to the power grid.
 - iii. The Product must be fit for claiming Warranty, as defined in Clause 6 below.

5. SPECIAL CONDITIONS OF THE WARRANTY

- 5.1. The Warranty for the Product shall only be applicable if and only when the Product:
 - i. is purchased from the Seller or an authorised reseller in a Territory set forth in **Schedule A**; and
 - ii. bears the original Sunsynk serial number; and
 - iii. is installed, operated, and maintained in accordance with the Product instructions and manuals.
- 5.2. The Warranty shall become inapplicable if the defect in or failure of the Product's performance is attributable to the Buyer's misuse or abuse or due to accident or non-observance of the Product instructions and manuals.

6. CONDITIONS FOR CLAIMING WARRANTY

- 6.1. The following are the necessary conditions for the Product to be Warranty compliant and eligible for a claim (the "Claim") to be made:
 - i. The Product is made only for efficient usage in domestic and light commercial settings. Light commercial settings shall mean a semi-domestic or commercial environment, including but not limited to, hair salons, small shops, and bars and restaurants, and hence must be used accordingly;

- ii. The Product is not intended or authorised for use as a life support product or for applications in terms of which a product failure may result in personal injury or death. If you use or permit the use of the Product for such unintended or unauthorised purposes, you agree to fully indemnify the Seller and its affiliates, and the officers, employees, and distributors of each, from all liability related to such use, including all legal fees and costs.
- iii. The Product must be used, kept, and maintained in accordance with the Seller's or manufacturer's instructions, and must be serviced and/or repaired as per the Product manuals and only by authorised agents. The record of such maintenance and service must be maintained and produced by the Buyer at the time of claiming Warranty.
- iv. In the event the Product is moved, reinstalled, or transferred to any other location from the original place of installation, the Seller must be notified in writing in order for the Warranty to continue to be applicable. The Seller may require the Buyer to provide documentation which demonstrates the move, reinstallation, or transfer of the Product was performed by a certified technician and following the necessary protocols.
- v. During the Warranty period, any Product or component thereof proved to be faulty or defective in manufacture shall be repaired or replaced, as appropriate, free of material and labour charges, providing that:
 - a) the Seller carries out the repair or replacement work, or authorises a third party to do so;
 - b) the Product is returned to the Seller's depot, as per the Seller's instructions, and in accordance with any terms and conditions thereof;
 - c) the Seller will not accept or reimburse the costs to any third party who has not been authorised by the Seller to undertake any work on the Product;
 - d) the Warranty period will not be extended in case of any repair or replacement of the Product or part or component thereof, but rather any remaining period of Warranty shall continue to be applicable thereafter, subject to any applicable local consumer protection legislation and regulations.
 - e) in case of any replacement of the Product, the replaced Product shall be deemed to be the Seller's property;
 - f) any Claim made under the terms and conditions of this Warranty shall be made within the Warranty period;
 - g) only parts or components of Products that are permanently installed on watercraft will be covered by this Warranty, and only if installed on moored houseboats.

7. HOW TO CLAIM

- 7.1. The following shall be the procedure for making a Claim under this Warranty:
 - i. At the time of claiming Warranty, the Buyer shall contact the Seller and provide:
 - a) the invoice of procurement of the Product;
 - b) the Product's serial number and original installation date;
 - c) the log data recorded by the Product to indicate whether the minimum capacity has been achieved.
 - ii. The Seller may require the Buyer to complete root analysis testing of the Product to provide evidence supporting the Warranty Claim.
 - iii. After the Claim is made, final verification of the Claim will be made by the Seller, reserving the right to refuse exchange requests where adequate information has not been provided and subject to any applicable local consumer protection legislation and regulations.
 - iv. For claiming Warranty and requesting replacements, the Seller may be contacted at the following email address: support@sunsynk.com
 - v. In case of any dispute with the Seller's verification of the Claim, the Product must be evaluated by a European certified Testing Laboratory, or by a certified third-party Testing Company. The Buyer shall bear the cost of any third-party evaluation service

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charges. If the Claim of the Buyer is proved valid, then the Seller shall indemnify the Buyer for the cost of the evaluation service charges.

- vi. In case of non-availability of any particular Product while claiming Warranty, the Seller may, at its sole discretion, replace the Product with a refurbished Product or a different Product, or parts thereof, with equivalent or similar functionality and performance.
- vii. It is also expressly agreed that replacement for the Product, or parts or components thereof, may not be brand new, but shall have the same quality and specifications as compliant and equivalent with the claimed Product's specifications.

8. EXCLUSIONS

- 8.1. Accessories and tool kits provided with the Product are excluded from the list of items covered under this Warranty.
- 8.2. Consumables including, but not limited to, fixings, glues, cables, ducting, replaceable batteries, or light bulbs are not covered under Warranty.
- 8.3. The following instances shall render the Warranty inapplicable:
 - i. In case of expiry of the Warranty period specified above;
 - ii. In case of any act or commission of theft of the Product or any part or component thereof;
 - iii. If the Product is installed or used with any incompatible, inadequate, and/or unauthorised inverters or chargers, or if the Inverter is used in any such unauthorised manner which has not been certified by the Seller;
 - iv. If the Product is used improperly, negligently, or inappropriately, or if the Product is used outside the recommended temperature range and ambient conditions set out in the Product instructions or manuals;
 - v. If the Product is damaged due to negligence, dropping, trampling, deforming, impacting, or perforation with a sharp object;
 - vi. If any work including, but not limited to, storage, installation, commissioning, modification, or repair of the Product is performed by any private person other than the Seller or a certified agent or installer;
 - vii. In case of any abuse, misuse, negligence, accidents, or events of force majeure including, but not limited to, lightning, flood, fire, or extreme cold or hot weather, or any other events outside the reasonable control of the Seller;
 - viii. In case of any illegal and/or unauthorised attempts to extend or reduce the life of the Product, whether by physical, programming, or any other means, without the prior written consent of the Seller;
 - ix. In case of relocation, reinstallation, or transfer of the Products to another location from the original place of installation without notification to the Seller and/or without following the necessary protocols;

- x. If the Products are negligently brought in contact with water, conductive dust particles, or corrosive gases, or are connected with different battery-type modules or batteries manufactured by third parties and not approved by the Seller;
- xi. If the Products become defective or are damaged due to improper usage, unauthorised access, or non-conformity with the Product instructions and user manuals;
- xii. In case of superficial defects, dents or marks, or natural mechanical wearing that may impact the performance of the Product and do not represent a defect or normal wear and tear;
- xiii. In cases where the Buyer has tampered with or modified the serial number of the Product, without the express prior written permission of the Seller and in consequence thereof, or the serial number becomes undecipherable, or if the Buyer refuses to provide the serial number to the Seller at the time of making a Claim under this Warranty;
- xiv. In cases where the Inverter is connected with any battery or component that is not compatible with Sunsynk Inverters;
- xv. In case of any unauthorised adjustments made to the Product by any third party;
- xvi. In case the Warranty Void seal sticker has been broken or tampered with in any way.

9. LIMITED WARRANTY

This Agreement constitutes a Limited Warranty, which excludes, among others: installation, provision of access to the Product, and special, incidental, and/or consequential damage (such as loss of revenue or profits, or damage to property) arising out of any defective or faulty nature of the Product.

SCHEDULE A

TERRITORIES:

United Kingdom (including Isle of Man and the Channel Islands); European Union; 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; Botswana; Zimbabwe; Tanzania; Congo (DRC); Ivory Coast; Ghana; Kenya; Malawi; Nigeria; Zambia; Hong Kong; Chile; Australia; New Zealand; Malaysia; Philippines; Papua New Guinea; Singapore.

BATTERY CHARGE FAIR USE LIMITS:

MODEL	CYCLES / DAY	TOTAL CYCLES*	DEPTH OF DISCHARGE (DoD)
Lifelynk S	1	4000	70%
Lifelynk X	1	4000	70%
Lifelynk XL	1	4000	70%
Powerlynk S	1	4000	70%
Powerlynk X	1	4000	70%
Powerlynk XL	1	4000	70%
Loadshedder 2	1	4000	70%
Loadshedder 4	1	4000	70%
Loadshedder 5	1	4000	70%
Gridbuddy 2	1	4000	70%
Gridbuddy 4	1	4000	70%
Gridbuddy 5	1	4000	70%
Lifelynk Verlinkt	1	4000	70%

* Total charge cycles during the whole Term of the Warranty.

