

### 1 Product: BlackMax Battery System

- 1.1 This Warranty applies to the BlackMax Battery System with the model numbers BMX-104, BMX-108 and BMX-112 manufactured by Red Earth Energy Storage Ltd (RedEarth) from 1 Jan 2022.

### 2 Warranty: 5-years

- 2.1 RedEarth warrants that your BlackMax Battery System will:
- (a) be free from defects in materials and workmanship for years from the date of installation; and
  - (b) the batteries included in the system will retain 80% of their initial battery capacity for 5 years from initial installation
  - (c) if additional batteries are added after the initial installation, then these new batteries will have the same 5-year warranty as the original batteries,

### 3 Who can make a claim?

- 3.1 Warranty claims can be made by or on behalf of the end user who acquired the BlackMax Battery System. A subsequent owner of the BlackMax Battery System who provides proof of ownership is also entitled to make warranty claims.

### 4 Australian Consumer Law

- 4.1 Your BlackMax Battery System comes with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss of damage. You are also entitled to have your Battery System repaired or replaced if the Battery System fails to be of acceptable quality and the failure does not amount to a major failure.

### 5 Your warranty

- 5.1 If your BlackMax Battery System develops a fault during the warranty period RedEarth will, in its absolute discretion, either:

- (a) repair your BlackMax Battery System;
- (b) replace your BlackMax Battery System with an equivalent new or refurbished product; or
- (c) refund you the market price of an equivalent product, reduced by the percentage of the warranty period used.

- 5.2 In the event of repair or replacement under this Warranty, the remainder of the original Warranty Period will apply to any repaired or replacement product.

### 6 This warranty does not cover

- 6.1 This warranty does not apply to any defect or reduction in capacity arising from:
- (a) Events and their effects beyond the reasonable control of RedEarth (such as lightning, flood, cyclone, fire or power or voltage surges)
  - (b) transport, storage, handling, installation, commissioning, modification, operation, maintenance, service or repair of your BlackMax Battery System that is not in accordance with the applicable Installation Manual and User Manual as published at website [www.redearth.energy](http://www.redearth.energy) and updated from time to time;
  - (c) installation, commissioning, modification, service or repair of your BlackMax Battery System other than by a technician authorised by RedEarth;
  - (d) use of your BlackMax Battery System in conjunction with plant, equipment or components described as incompatible (or in similar terms) by the User Manual;
  - (e) abuse, misuse or negligence;
  - (f) fair wear and tear;

- (g) scratches, dents or marks that do not have, or corrosion or weathering that does not have, an adverse impact on performance;
- (h) any incidental or consequential damages, loss of profits, loss of data or any other indirect damages;
- (i) noise or vibration that does not have an adverse impact on performance;
- (j) theft (including theft of components); or
- (k) damage or deterioration that occurs after expiration or voiding of the Warranty Period.

### 7 Requirements

- 7.1 Warranty registration. Registering your system with RedEarth will ensure your warranty support can be provided most efficiently.

### 8 Limitation of use

- 8.1 Your BlackMax Battery System is not intended for use as a primary or back-up power source for life-support systems, other medical equipment or in any other circumstance where product failure could cause or contribute to personal injury or serious property damage.

### 9 How to make a warranty claim

- 9.1 Contact your certified installer or authorised reseller. To make a claim under this Warranty, you should first contact the certified installer or authorised reseller who sold you your BlackMax Battery System.

- 9.2 Contact RedEarth. If you did not purchase your BlackMax Battery System from a certified installer or an authorised reseller, or if you purchased it directly from RedEarth, you should contact RedEarth using the contact details below or as updated from time to time and published at website [www.redearth.energy](http://www.redearth.energy)

#### RedEarth Contact Details

Address	15 Fienta Place Darra, QLD 4076 AUSTRALIA
Email	<a href="mailto:support@redearth.energy">support@redearth.energy</a>
Phone	1800 733 637 +61 7 3279 6707

- 9.3 Provide details. To process your claim RedEarth requires:

- (a) proof of original purchase of your BlackMax Battery System from RedEarth, a certified installer or an authorised reseller;
  - (b) description of alleged defect(s), ideally including photographs emailed to RedEarth;
  - (c) your BlackMax Battery System serial number;
  - (d) your name and the date and location of original installation;
  - (e) the name and contact details of the authorised installer who installed your BlackMax Battery System.
- 9.4 Repairs. RedEarth will first endeavour to diagnose and repair your system remotely. If necessary RedEarth may require a technician to repair the system on-site. RedEarth will pay for all parts and labour associated with the repair and up to a maximum amount of \$200 for travel costs to site. If your claim is not covered, you will pay for RedEarth's transport, inspection, testing and analysis costs arising from your claim.

- 9.5 Returns. Before returning your BlackMax Battery System or any component of the system, you should obtain a Return Merchandise Authorisation (RMA) number from RedEarth.

- 9.6 Transport. When on-site repair is not responsibly practical you may need to arrange transport of your BlackMax Battery

System to and from RedEarth in line with the RMA process. If your claim is covered, RedEarth will pay for or reimburse your transport costs arising from your claim up to a maximum amount of \$200. If your claim is not covered you will pay for or reimburse RedEarth's transport, inspection, testing and analysis costs arising from your claim.

## 10 Limitation of liability

- 10.1 No consequential loss. To the maximum extent permitted by law, RedEarth will not be liable for any consequential, incidental, indirect, exemplary, punitive or special damages in connection with the Battery System, regardless of the form of action and whether RedEarth had been informed about or might have anticipated the possibility, probability or magnitude of such loss or damage. For clarity, RedEarth will not be liable for loss (including loss by a third party) of use, enjoyment, convenience, production, contracts, revenue, profit, reputation, data or opportunity to earn, build or use the foregoing items or increased operating costs (including the cost of procuring substitute equipment or services) or financing costs.
- 10.2 Liability limit. To the maximum extent permitted by law, RedEarth's total liability (under contract, tort, statute or otherwise) to you in connection with this agreement is limited to the amount paid for your Battery System plus transport costs reimbursable to you under this Warranty.



# RedEarth