
This document sets out the terms and conditions of Gen Z Energy Pty Ltd ACN 612014589 (**Gen Z**) manufacturer's warranty for Gen Z LFP Smart Power pack battery products ("the **Product**").

1. Limited Pro-Rated Product warranty coverage

The GenZ Scalable Rack mounted battery series (2kWh and 3kWh) as supplied and distributed by GenZ, is warranted (limited warranty) by GenZ against manufacturing defects in materials and workmanship for a period of ten (10) years (limited warranty period) or for 10,000 charge cycles on a pro-rated basis whichever comes first, when installed and operated within the specified parameters per the product specification sheet.

The term of this limited warranty begins on the original date of the purchase of the product and continues through the limited warranty period. This warranty applies only to the original end-use purchaser of the GenZ power product and is transferrable only the GenZ power product remains installed in the original location.

Subject to the limitations set out below, Gen Z warrants each Product manufactured by Gen Z and sold by Gen Z (or by its authorised distributor) to the initial purchaser of the Product ("Customer") will be free from defects in materials and workmanship.

2. Remedies offered by Gen Z under this Warranty

To the extent permitted by law, in the event that a justified claim for breach of this Warranty is submitted in accordance with the procedures described in this Warranty, Gen Z will, at its discretion:

- a) Repair the defective Product; or
- b) Replace the defective Product with an equivalent or refurbished Product (or, if Gen Z has discontinued manufacture of the Product, a mutually acceptable alternative); or
- c) Refund the current market price of an equivalent Product at the time of the Warranty claim.

3. Limitations to the warranty

Gen Z's warranty shall not cover defects which are caused by normal wear and tear, inadequate maintenance, transportation, storage or faulty repair, misuse, neglect, accident or abuse, failure to observe the maintenance or operating instructions provided by Gen Z, or improper installation.

The warranty shall not apply to defects caused by external influences or acts of god including unusual physical stress (including, but not limited to, lightning, flood, fire, accidental breakage), which are not the responsibility of Gen Z's Claims process.

The warranty applies only to GenZ Energy power product purchased from an authorized distribution partner or dealer/reseller and installed by a licensed professional.

GenZ Energy does not warrant or guarantee workmanship performed by any other person or firm installing the GenZ power product. This limited warranty does not cover the installation, removal, shipping or re-installation. This limited warranty does not cover faults in design or installer error such as reverse polarity or mis-use of system wide equipment or inaccurate programming of ancillary equipment in the installed system.

The Product must be checked for visible defects on purchase or delivery (whichever is applicable). Any defects discovered must be reported to Gen Z immediately. To claim under this warranty for defects discovered on purchase or delivery, or for defects please contact:

Gen Z Energy Pty Ltd
Email: info@genz.com.au
Telephone: 1300 979 760
Address: 6 Pavers Circle, Malaga, Western Australia 6090, Australia.

4. No extension of Warranty period

If the Product is repaired or replaced under this Warranty, the remainder of the Product Warranty Period shall apply to the repaired or replacement product. Under no circumstance shall the Product Warranty Period be extended on account of any repair or replacement.

5. Relationship with Consumer Law

In addition to its rights under this Warranty, the Customer may be entitled to statutory rights under applicable state, provincial or national laws. Gen Z does not exclude, limit or suspend other rights the Customer may have. In particular, the Product comes with guarantees that cannot be excluded under the Australian Consumer Law.

6. Limitation of Liability

To the greatest extent limited by law, GenZ shall not be liable for any consequential, incidental, indirect, special, exemplary or punitive damages arising out of, or related to this warranty, regardless of the form of action and regardless of whether GenZ has been informed of, or otherwise might have anticipated, the possibility of such damages. To the greatest extent permitted by law, GenZs liability arising out of a claim under this warranty shall not exceed the amount you paid for battery system. Some countries do not allow or restrict the exclusion of limitation of damages, including incidental or consequential damages, so the above limitation or exclusion may not apply to you, or may only apply to a limited extent.

This warranty does not change or take away your rights under the Australian Consumer Law. Your right to claim under this warranty for the benefits covered is in addition to other rights and remedies you have under the law in relation to the Product you have purchased. However, you can choose to make a claim under this warranty even if you have rights under the law.