



**RedFlow Limited**  
**ZCell Manufacturer's warranty – Australia only**  
**27 January 2017**

---

- 1     **Definitions:** In this document, the following definitions apply:
- (a)     **ACL** means the Australian Competition and Consumer Act 2010 (including the Australian Consumer Law).
  - (b)     **Authorised Provider** means an entity expressly authorised by RedFlow to re-sell, install and assist with repair of ZCells in Australia.
  - (c)     **Claimant** means a person who makes a claim under the Warranty in accordance with clause 9 of this document.
  - (d)     **Original End User** means the original end customer who acquired and put the ZCell into use in Australia for the first time.
  - (e)     **RedFlow** means RedFlow Limited ACN 130 227 271 of 27 Counihan Road, Seventeen Mile Rocks, Queensland Australia.
  - (f)     **Transfer Date** means the date RedFlow transfers title to the ZCell to an Authorised Provider.
  - (g)     **Warranty** means the warranty given under clause 2 on the terms and conditions set out in this document.
  - (h)     **Warranty End Date**, for a ZCell, has the meaning set out in clause 3.
  - (i)     **Warranty Period**, for a ZCell, is the period commencing on the Warranty Start Date and ending on the Warranty End Date.
  - (j)     **Warranty Start Date** has the meaning set out in clause 3.
  - (k)     **ZCell** means an energy storage system developed and supplied by RedFlow which comprises a ZBM 2 battery, a battery management system and external casing.
  - (l)     **ZCell Installation Date** means the date on which the ZCell was first installed by an Authorised Provider for an Original End User.
- 2     **Product Warranty:** Subject to these terms and conditions, RedFlow warrants each ZCell will be free from defects in materials and workmanship under normal application, use and conditions during the Warranty Period.
- 3     **Warranty Period:** Subject to clause 4, the Warranty Period commences on the earlier of 3 months after the Transfer Date and the ZCell Installation Date (**Warranty Start Date**) and ends on the earlier of:
- (a)     10 years after the Warranty Start Date; and
  - (b)     the date on which an aggregate of 36,500 kWh of energy has been delivered by the ZCell (as measured by the ZCell's on-board system controller),
- (**Warranty End Date**).

- 4 **Warranty limitation:** The Warranty Period in clause 3 is dependent upon RedFlow having access to the ZCell to monitor the performance and operation of the ZCell system. If:
- (a) the ZCell is not connected to the internet within 30 days following its installation; or
  - (b) the internet connection to the ZCell is interrupted and is not subsequently restored within 30 days,
- the Warranty End Date will change to the earlier of:
- (c) 4 years after the Warranty Start Date; and
  - (d) the date on which an aggregate of 14,600 kWh of energy has been delivered by the ZCell (as measured by on-board system controller),
- unless alternative performance monitoring arrangements are negotiated and agreed in writing with RedFlow.
- 5 **Warranty Period not extended by repair or replacement:** If a ZCell is repaired or replaced under the Warranty, the remainder of the original Warranty Period applicable to the ZCell will apply to the repaired or replaced ZCell. Under no circumstances will any Warranty Period be extended past the original Warranty Period for any reason.
- 6 **Products not covered by Warranty:** The Warranty does not extend to, and Redflow is not liable for, any defects in any ZCell which has not been purchased from and installed by an Authorised Provider.
- 7 **Defects not covered by Warranty:** Redflow is not liable for any defects if, and to the extent that, it is due to, or comprises:
- (a) theft or vandalism of the ZCell;
  - (b) superficial defects, dents or marks that do not impact the performance of the ZCell;
  - (c) noise or vibration that is not excessive or uncharacteristic and does not impact the ZCell's performance;
  - (d) damage or deterioration that occurs during shipping or transportation after title has passed from RedFlow;
  - (e) misuse or abusive use of the ZCell;
  - (f) the incorrect installation, operation or not following any operation instructions or documentation included with the ZCell;
  - (g) the storage, installation, commissioning, modification, repair of the ZCell, or opening of the external casing of the ZCell, that is performed by anyone other than by RedFlow authorised personnel;
  - (h) incorrect or improper maintenance or failure to maintain the ZCell;
  - (i) incorrect settings of customer accessible controls;
  - (j) exposure to excessive heat, cold, moisture or dampness;
  - (k) exposure to abnormally corrosive conditions;
  - (l) incorrect voltage or non-authorised electrical connections;
  - (m) adverse external conditions such as power surges and dips, extreme weather, thunderstorm activity, acts of God, vermin or insect infestation, water damage (liquid spillage or ingress) or acts of terrorism;
  - (n) the use of non-authorised/non-standard, defective or incompatible parts;

- (o) any attempt to extend or reduce the life or increase the performance of the ZCell, whether by physical means, programming or otherwise without the express written consent of RedFlow; and/or
- (p) the removal and reinstallation at a location other than the original installation location, without the express written consent of RedFlow.

8 **Defective ZCells:** If there is a breach of the Warranty, RedFlow will, subject to these terms and conditions, in its absolute discretion either:

- (a) repair or replace the defective ZCell in accordance with clause 10; or
- (b) if there has been 2 or more Warranty claims relating to a ZCell at the same installation location, refund to the Claimant the current value of a replacement ZCell with specifications that meet or exceed those of the original and defective ZCell, as determined by Redflow.

Refurbished or used parts or components may be used to repair a defective ZCell or to replace a faulty ZCell and Redflow may elect to take ownership of any defective ZCell or component thereof that it replaces.

9 **Who can make Warranty claim:** The Warranty is given to Original End User and, if and for so long as the ZCell remains installed at the site at which it was first installed, any person to whom title to the ZCell has been transferred.

10 **Warranty claims procedure:** To claim under the Warranty, please contact an Authorised Provider in the first instance. Authorised Providers are listed on RedFlow's website at [https://www.zcell.com/endorsed\\_installers.php](https://www.zcell.com/endorsed_installers.php). In the event that you are unable to contact an Authorised Provider, please contact RedFlow via email at [support@zcell.com](mailto:support@zcell.com).

If a claim is made under this Warranty, RedFlow or an Authorised Provider will send personnel to the installation location to assess the warranty claim and, if necessary, repair the ZCell on-site, at RedFlow's cost. If the ZCell is located more than 100 kilometres (by road) from the nearest Authorised Provider's place of business, RedFlow will liaise with the Claimant to determine the best way in which to inspect and, if necessary, repair the ZCell that is the subject of the claim under this Warranty.

Warranty service will only be provided in the specific country where the ZCell was originally purchased. For example, if the Claimant purchased the ZCell in Australia, warranty service will be limited to Australia only.

If a ZCell is found not to be defective (either under this document or the ACL) or the Warranty has expired, the Claimant will be responsible for the call out fees, transportation and shipping fees and/or repair costs invoiced by the Authorised Provider.

11 **Australian consumer warranties etc (ZCell products purchased in Australia only):** The ACL, as well as other Australian laws guarantee certain conditions, warranties and undertakings and gives consumers other legal rights, in relation to the quality and fitness for purpose of goods and services sold in Australia. In Australia, the ZCell comes with guarantees that cannot be excluded under the ACL. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have a ZCell repaired or replaced if the ZCell fails to be of acceptable quality and the failure does not amount to a major failure. What constitutes a major failure is set out in the ACL. This Warranty is provided in addition to, and nothing in this document purports to limit, modify or exclude the conditions, warranties or undertakings or other legal rights in the ACL and other Australian laws.

12 **Exclusions:** All warranties or conditions which are not guaranteed under the ACL or expressly included in this document are excluded. Without limitation of the foregoing, and to the extent permitted by law, warranties and representations that usage of a ZCell will be uninterrupted or error-free are expressly excluded.

- 13 **Governing law and jurisdiction:** These Warranty terms and conditions shall be exclusively governed by the laws of Queensland, Australia. The UN Convention on Contracts for the International Sale of Goods shall not apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Queensland, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.