

# LG Energy Solution Lithium-ion Battery Limited Warranty

Effective Date: 27<sup>th</sup> of August, 2021

## RESU3.3 / RESU6.5 / RESU10 Battery Storage System

This limited warranty (hereinafter "Warranty") specified below applies to LG Energy Solution Lithium-ion batteries and the Accessory Components (hereinafter "Products") supplied by LG Energy Solution, Ltd. (hereinafter "LG Energy Solution") to End-user (hereinafter "Buyer") through Authorized Reseller

### 1. Purpose

The primary purpose of this Warranty is to clearly define the matters related to warranty policy of Products.

### 2. Warranty Condition

#### 2-1. Warranty Period

The Performance Warranty for the Products including RESU Plus accessory is valid for 10 years after the date of invoice commencing from 3 month after a product arrives at the delivery point or starting from the day of the successful completion of the commissioning, whichever comes earlier. (the "Term of Performance Warranty").

#### 2-2. Limitation of Warranty scope

LG Energy Solution's liability under this Warranty shall be limited to replacement, repair, refund and compensation. Replaced or repaired Products shall be warranted for the remainder of the original "Term of Performance Warranty". In any event, the replacement shall not justify the renewal of the "Term of Performance Warranty".

#### 2-3. Exclusion of Warranty

Damage to the Products resulting from any of following activities is NOT covered by this Limited Warranty:

- When the "Products" are not manufactured by "LG Energy Solution"
- When the "Products" are transported, stored, installed or wired improperly and in violation of the official installation manual.
- When the "Buyer" disassembles or dismantles the "Products" without prior consent of "LG Energy Solution".
- When a third-party's product or part is assembled or used in combination with "Products" of "LG Energy Solution".
- When the defect occurs or the scope of the defect expands due to improper repair of "Products" carried out by non- approved technician by "LG Energy Solution".
- When a fault occurs in the 'Products' due to the willful misconduct or negligence of the "Buyer".
- When the defect occurs due to the misuse, faulty use, or negligent use of the "Products".
- When the "Buyer" violated Article 7.
- When the "Products" are used with an incompatible (Not Matched) inverter.
- When the 'Products' are used for purposes other than the Application under Article 6.
- When the scope of the defect has expanded because the "Buyer" did not immediately notify "LG Energy Solution" of the defect of the "Products".
- When the "Products" are affected by unusual physical or electrical stresses such as blackout, inrush current, lightning, flood, fire, incidental damage, or etc.
- When the defect occurs in the "Products" due to force majeure events, such as war, riot, civil war, natural disasters, etc., that 'LG Energy Solution' cannot be held responsible for.
- When the "Products" are externally damaged but its performance and function is not affected.
- When the "Buyer" violates applicable laws or regulations of the state, county or local government while using the "Products"
- Other defects not attributable to "LG Energy Solution"
- When the "Products" are NOT purchased and installed by "LG Energy Solution" certified installer.
- When the "Products" are NOT registered on "LG ESS Battery Website". The "Products" which are not registered, must be registered prior to any warranty claim.

<https://www.lgessbattery.com/au> (Australia)

- When the “Products” are out of warranty.

## 2-4. Warranty Claim

Buyer shall contact installer directly for any warranty claims in order to avoid additional problems in the products.

**Note. Products are unavailable to protect itself from the self-discharge in condition of shut down mode.**

## 3. Performance Warranty (Standard)

LG Energy Solution warrants and represents that the Product retains at least 60% of Nominal Energy for the either 10 years after the date of the initial installation or for a minimum Energy Throughput as per the table below (whichever comes first) when the battery system is operated under a normal use followed by the specification and the manual provided by LG Energy Solution.

The term “Nominal Energy” herein means the initially rated capacity of the Products as printed on the label of the Products.

The precondition of the valid 10year Performance Warranty shall be as follows:

- The ambient temperature during the operation of the Products shall not fall below -10°C or exceed 45°C
- The energy throughput for (10) years is less than values in table below:

Product Name	Nominal Energy	Energy Throughput
RESU3.3	3.3kWh	10.0MWh
RESU6.5	6.5kWh	20.0MWh
RESU10	9.8kWh	30.0MWh

Capacity measurement condition

- Ambient temperature: 25~30 °C
- Initial battery temperature from BMS: 25~30 °C
- Charging/discharging method
  - Charge: (0.2)CC/CV (Constant voltage (58.8)V, Cut-off current (0.05)C)
  - Discharge: (0.2)CC (Cut-off voltage (42)V)
  - Current at (0.2)C: (12.6)A (RESU3.3), (25.2)A (RESU6.5), (37.8)A (RESU10)
- Current and voltage measurement at battery DC side

## 4. Out of Warranty Policy

Products damage which is not caused by seller, LG Energy Solution shall provide charged service, including all the expenses of such as material cost, labor cost, warehouse cost, transportation cost, customs duties, analysis cost, management cost, corporate profits, disposal expense(If necessary) and so on.

## 5. About Service Products/Parts

Service products/parts are able to be used as new or refurbished condition which performance is equal to or higher than defective Products and guaranteed by LG Energy Solution.

In the event the Products are not available in the market anymore, LG Energy Solution, at its option, may replace it with different kind of product with equivalent functions and performances or refund the remaining annually depreciated value of the purchase price of the Products during the Term of Performance Warranty as the Compensation Scheme below. The purchase price mentioned hereinabove means the list price actually paid by the Buyer for the purchase.

### - Compensation Scheme -

- Residual value in [Local Currency] = purchasing price in [Local Currency] / 120 x (120 - Operation time after installation in month)
- No warranty of performance will be provided from the 121st month

## 6. Claim Payment Policy

Claims under this Warranty must be made by notifying the Authorized Reseller from whom the Product was purchased.

For a Warranty Claim to be processed, it must include following items;

- (1) Proof of the original purchase
- (2) Description of the alleged defect(s) from authorized service center
- (3) The relevant Product's serial number and the initial installation date

Buyers who are unable to contact the Authorized Reseller from whom the Product was purchased should contact LG Energy Solution at the Q&A page of the LG ESS Battery Website  
(Old : Partner Portal, <http://www.lgessbattery.com/au>)

## **7. Special Exclusions**

### **7-1. Exclusion of Warranties**

The Warranty will not apply if the Buyer violates any of the following provisions:

- The "Products" shall not be used in facilities with radiation control, nuclear reactors, and facilities related to nuclear safety or nuclear power uses, as well as facilities that may have direct contact with patients.
- The "Products" shall not be used to power medical devices or life-support equipment.
- The "Products" shall not be used or installed in a location where vibrations may occur. For example, aircraft, ship (vessel, boat, yacht), car or train are not allowed.
- The "Products" shall be used for residential stationary storage applications.

### **7-2. Exclusion of Incidental or Consequential Damages**

To the maximum extent permitted by applicable law, in no event will seller or any of its representatives be liable to 'Buyer' for any incidental or consequential damages arising out of breach of the warranty whether or not the 'Buyer' has been advised of the possibility of such damages.

## **8. Applicable law**

This 'Warranty' gives you specific legal rights, and you may also have other rights which vary from according to jurisdiction. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## **9. Applicable Countries**

This warranty is applicable only in the countries listed as below, and 'LG Energy Solution' is not responsible for any claims against this Warranty made in and/or based on the event occurred in any countries other than listed herein.

- Australia

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a repair, replacement, or refund 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.