



APEX Battery Warranty Policy

i. Scope of Warranty

APEX provides the following limited warranty for its battery products (herein referred to as the Product(s) unless explicitly stated otherwise) produced/provided by APEX. APEX under its own discretion has the right to decline the replacement of the device if the terms and conditions on the Policy is breached. This APEX Warranty Policy (herein referred to as the Policy) is applicable in all the countries where the product is sold through recognized APEX partners. The Product(s) included in this Policy are:

Series 1: APEX 1280-12.8V, APEX 2600-12.8V, APEX 2600-25.6V

Series 2: APEX 5220 PRO, APEX 5220-3U, APEX 5220, APEX 5220-S, APEX 10K5, APEX 11K6, APEX 14K3, APEX 16K, APEX 16K PRO

Important:

Please note, this warranty policy covers APEX Products as specified herein. Inverters and charge controllers (including those contained with an all-in-one storage product) are covered under a separate warranty policy. This warranty is limited to the APEX battery module range only and does not cover any external or ancillary parts. Any ancillary parts or add-on devices supplied by APEX may be covered by a separate warranty policy.

This Policy shall not be held as a guarantee of the product durability nor does it include any product ability.

This Policy is limited only to the parties listed as per section 2.

ii. Contracting Parties

This Policy is only provided to the original purchaser of the product from APEX (Purchaser), where the Purchaser is a distributor, solar retailer or an accredited electrician (Installer), who on-supplies the product to another party, or to that other- party (End-User) where the product is installed.

iii. Warranty Period

The Standard Performance Warranty for the Series 1 Products is valid for a period of Thirty-six (36) months from the date of installation, but no more than Forty (40) months from the date of manufacture of the Product (whichever comes first), (the "Term of Performance Warranty"). The registration of the Product (see section 10) needs to be completed via APEX website before the end of Twelve (12) months from the date of manufacture of the Product.

The Standard Performance Warranty for the Series 2 Products is valid for a period of Sixty (72) months from the date of installation, but no more than Sixty-Five (77) months from the date of manufacture of the Product (whichever comes first), (the "Term of Performance Warranty"). The registration of the Product (see section 10) needs to be completed via APEX website before the end of Twelve (12) months from the date of manufacture of the Product.

iv. Scope of Warranty

APEX liability under this Policy 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.

v. Performance Warranty Terms

APEX warrants and represents that the Product retains at least 60% of Nominal Energy for the either 5 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 according the to the specifications outlined in the Product manual. 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 5 years Performance Warranty shall be as follows:

- The ambient temperature during the operation of the Products shall not fall below -10°C (14°F) or exceed 50°C (122°F)
- The energy throughput for (5) years is less than values in table below:



Product	Nominal Energy	Energy Throughput
APEX 1280-12.8V	1.28 KWH	0.897 MWH
APEX 2600-12.8V	2.6 KWH	1.79 MWH
APEX 2600-25.6V	2.6 KWH	1.79 MWH
APEX 4900-3U	4.9 KWH	5.72 MWH
APEX 5220-3U	5.22 KWH	6.09 MWH
APEX 5220	5.22 KWH	6.09 MWH
APEX 5220-PRO	5.22 KWH	6.09 MWH
APEX 10K5	10 KWH	12.2 MWH
APEX 11K6	11 KWH	13.5 MWH
APEX 14K3	14 KWH	16.7 MWH
APEX 16K	16 KWH	18.6 MWH
APEX 16K-PRO	16 KWH	18.6 MWH



- Capacity Measurement conditions:
- i. Ambient temperature: 25~30°C (77~86°F)
- ii. Initial battery temperature from BMS: 25~30°C
- iii. Charge: 0.2C Constant Current / Constant Voltage: 3.65V per cell / Cut-off current 0.05C
- iv. Discharge: 0.2C Constant Current / Cut-off voltage: 2.5V per cell
- v. Note. Current and voltage measurement at battery DC side

vi. Policy Claim Eligibility

The only person(s) eligible to claim warranty under this contact are the Installer and APEX authorized personnel. If the Installer has gone into administration or insolvency or if the site is in a remote area, the End-User/Installer at their discretion and expense may appoint a Local Installer to carry out the functions of the original Installer. Eligibility of a Service Rebate is in accordance with sections 5 and 6 of this Policy.

vii. Limited Liability

In the event of damages related to the causes listed below, no warranty claims will be acknowledged or accepted. Claims that relate to defects that are caused by the following factors are not covered by APEX's warranty obligations:

- Inadequate ventilation and circulation resulting in minimized cooling and natural air flow;
- Improper installation of the Product(s) and/or installation performed by a non-accredited Installer;
- Improper or noncompliant use, installation, commissioning, start up or operation;
- Improper wiring of the Product causing arching or damage of the Product or its parts;
- Improper use or misuse of the Product(s) by the Installer or End-User e.g. damage resulting from dropping the Product during installation;
- Use of improper connectors, e.g. where the Installer has installed the Product with different brand and/or model of connectors other than those supplied with the Product;
- Damage of the Product(s) that originate from other parts of the system;
- Force majeure (storm damage, lightning strike, overvoltage, fire, thunderstorm, flooding etc.)
- Damage that occurred during the transportation of the Product(s);
- Flaws that do not adversely affect the proper functioning of the product(s), e.g. cosmetic issues, wear and tear;
- Unauthorized repair and reinstallation of the Product(s);
- Where the Installer has not followed the warranty claim process and detailed in section 9, and/or proper evidence of the fault and/or test carried out on site has not been provided to APEX;
- Failure to follow the safety regulations and/or operating instructions in respect to the Product(s) operating manual.

viii. Product Replacement and Compensation

In the event the Products are not available in the market anymore, APEX, at its option, may replace it with an alternative product with equivalent functions and performance.

ix. Exclusions

This Policy does not cover the components that were not initially sold by APEX as a part of the system. This also includes components of the system sourced by the End-User or Installer that may be of the same manufacturer and/or model as the one provided by APEX.



x. **Registration**

It is recommended that all Products are registered in order that they qualify under the terms of this Policy. Warranties should be registered within twelve (12) months of installation, however it is recommended that they are registered no more than six (6) weeks following the successful installation and commissioning of the Product where possible. The information required at the point of registration via the APEX website is as follows:

1. Product model
2. Product serial number
3. Installation date
4. Customer name
5. Installation postal/zip code
6. Full installation address
7. Name of installation company

xi. **Warranty Claim Process**

It is the duty of the Installer to contact APEX in the event of a fault with the following information.

Name of the Installer:

Product Model No:

Fault Code:

Fault Details:

Contact Details:

APEX may ask for additional details depending on the fault conditions. APEX will run tests on the product and may advise the Installer to take photos for verification purposes. The Installer is required to submit an RMA Form with the evidence and any additional information requested by APEX. Once the form is received a unique ticket number is issued which will be used for tracking the progress of the claim. APEX is obliged to approve and dispatch the Product within 3 working days subject to availability of the product. Once the replacement is completed, the Installer is obliged to arrange the shipping of the faulty product to APEX within a maximum of thirty (30) days of the replacement being received. Failure to do so will forfeit eligibility for the service rebate outlined in section 5.

If an allegedly faulty Product is returned to APEX pursuant to this Policy, and is found by APEX to be free of defects that would qualify it for replacement under this policy, or due to limited liability as stated in section 6, APEX will apply a flat-rate inspection charge for each Product and/or will seek to recover the full costs of the replacement Product.

Note: Any Product replacement has to be approved by APEX in all cases. Any replacement of the Product issued without the consent of APEX will invalidate an associated claim.

xii. **Further Rights at Law**

In addition to the warranty provided by APEX, the end-user/Installer have statutory rights that will not be limited or replaced by this warranty. The products provided by APEX comes with guarantees that cannot be excluded under consumer laws in the country/territory where the product is installed.

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