



TECLOMAN

TECLOMAN  
Firefly Lithium-ion battery system  
Limited Warranty in Australia

Effective Date: November, 2018

## 1. Product Warranty

Firefly 3.6k/7.2k/10.8k/14.4k/18k/21.6k/25.2k Battery Storage System

This limited warranty (hereinafter "Warranty") specified below applies to Firefly Lithium-ion batteries, and the Accessory Components (hereinafter "Products") supplied by Tecloman (hereinafter "Tecloman" to End-user (hereinafter "Customer") through Authorized to Reseller.

2. The warranty period of the Product ("Product Warranty Period") is specified as follows:

The warranty period shall be ten (10) years for battery and five (5) years for other components other than battery from the Sales Date to the end user (Invoice Date).

3. In the event that the Product fail to conform to the above warranty during the Product Warranty Period, TECLOMAN shall at TECLOMAN's option: (i) repair the non-conforming or defective Product; or (ii) provide Customer with a replacement for the Product without undue delay, within 7 working days plus delivery dates. TECLOMAN shall be responsible for all reasonable costs of repair or replacement in connection with such non-conforming or defective Product. Any defects in products arising from Customer's misuse, natural disaster, unauthorized change or repair, or abnormal installation environment shall be repaired or replaced at Customer's cost (Refer to Article 4).

## II. Performance Guarantee

1. In addition to the Product Warranty, TECLOMAN guarantees performance of the Product to be maintained at least seventy percent (70%) of initial battery's capacity for a period of ten (10) years after the Sales Date Installation Date or for minimum Energy Throughput as per the table below (whichever occurs earlier) ("Performance Guarantee Period"), when the battery systems is operated under normal use followed by the specification and the manual provided by TECLOMAN.
2. The term "Nominal Energy" herein means the initially rate capacity of the Products as printed on the label of the Products. The precondition of the valid 10 year Performance Warranty shall be as follows:
  - (i) The ambient temperature during the operation of the Product shall not fall below  $-10^{\circ}\text{C}$  or exceed  $45^{\circ}\text{C}$ .
  - (ii) The energy throughput for battery products is less than values in table below:

<b>Product Name</b>	<b>Nominal Energy</b>	<b>Usable Storage Capacity</b>	<b>Energy Throughput for whole designed life</b>
Firefly 3.6k	3.6kWh	3.24kWh	9.72MWh
Firefly 7.2k	7.2kWh	6.48kWh	19.44MWh
Firefly 10.8k	10.8kWh	9.72kWh	29.16MWh
Firefly 14.4k	14.4kWh	12.96kWh	38.88MWh
Firefly 18k	18.0kWh	16.2kWh	48.6MWh
Firefly 21.6k	21.6kWh	19.44kWh	58.32MWh
Firefly 25.2k	25.2kWh	22.68kWh	68.04MWh

### III. Limitation of Warranty

1. To the greatest extent permitted by law, this limited warranty is the only express warranty made in connection with the Product. Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, to the extent permitted by law, TECLOMAN limits the duration of and remedies for such warranties to the durations and remedies described in this Limited Warranty.

Some countries do not allow disclaimers of implied warranties or limitations on how long an implied warranty lasts, meaning the above disclaimers and limitations may not apply to you.

2. The decision whether to repair or replace the Product is at TECLOMAN's sole discretion unless there is a 'major failure' as defined in the Australian Consumer Law.
3. Any physical repairs, replacement or collection of the Product will be performed by TECLOMAN or its Authorized Reseller as follows:
  - (a) The repair, replacement or collection will be carried out from the place at which the Product was first delivered.
  - (b) If the claim is covered, TECLOMAN, through the Authorized Reseller will deliver any repaired or replaced Product back to the Customer.
  - (c) If the claim is not covered, TECLOMAN, through the Authorized Reseller will deliver the Product back to the Customer.
  - (d) If the claim is not covered, the Customer will be responsible for any transport, travel and labor costs incurred in dealing with the claim.
  - (e) If the claim is covered, TECLOMAN, through the Authorized Reseller will be responsible for any transport, and labor costs.
  - (f) If the claim is covered, a refurbished Product of the same type may be used to replace the unit. Refurbished parts may be used to repair the Product.

- (g) In the event that any Product is not available in the market anymore, TECLOMAN, through the Authorized Reseller, at its own discretion, may replace it with a 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 herein indicates the price actually paid by the Customer of the Product.

<b>CLASS</b>	<b>Percentage of Purchase Price</b>	<b>Time</b>
CLASS I	100%	From initial Sales Date to 24 <sup>th</sup> month
CLASS II	72%	From 25 <sup>th</sup> to 36 <sup>th</sup> month
CLASS III	58%	From 37 <sup>th</sup> to 48 <sup>th</sup> month
CLASS IV	44%	From 49 <sup>th</sup> to 60 <sup>th</sup> month
CLASS V	30%	From 61 <sup>st</sup> to 72 <sup>nd</sup> month
CLASS VI	16%	73 <sup>rd</sup> to 84 <sup>th</sup> month
CLASS VII	6%	85 <sup>th</sup> to 96 <sup>th</sup> month
CLASS VIII	4%	From 97 <sup>th</sup> month to 120 <sup>th</sup> month
CLASS IX	2%	109 <sup>th</sup> month to 121 <sup>st</sup> month
No warranty of performance will be provided from the 121 <sup>st</sup> month		

4. The Customer shall promptly (but in any event within fifteen (15) days after obtaining notice or knowledge thereof) notify TECLOMAN of any defect or other non-conformity with any of the Product Warranty identified by the Customer by delivering written notice (fax or email is sufficient) to TECLOMAN Authorized Reseller of a warranty claim. TECLOMAN shall promptly notify the Customer of any defect or other non-conformity with any of the Product identified by TECLOMAN.

#### IV. Limitation of Liability

To the greatest extent permitted by law, tecloman shall not be liable for any consequential, incidental, indirect, special, and exemplary or punitive damages arising out of or related to this limited warranty, regardless of the form of action and regardless of whether tecloman has been informed of, or otherwise might have anticipated the possibility of damages. To the greatest extent permitted by law, tecloman's liability arising out of a claim under this limited warranty shall not exceed the amount you paid for the product. This limited warranty is provided in addition to, and does not exclude, restrict or limit any rights a customer has under the Australian consumer law.

#### V. Limitation on Use

The product is not intended for use as a primary or back-up power source for life-support systems, other medical equipment or any other use where product failure could lead to injury to persons or loss of life or catastrophic property damage. To the extent permitted by law, tecloman disclaims any and all liability arising out of any such use of the product. Furthermore, tecloman reserves the right to refuse to service any product used for these purposes and disclaims any and all liability arising out of tecloman's service or refusal to service the product in such circumstances.

## VI. Exclusion of Warranty

Damage to the Product resting from any of the following activities is NOT covered by this limited warranty:

- Improper transportation, storage, installation or wiring by Customer
- Modification, alteration, disassembly, repair or replacement by someone rather than personnel certified by TECLOMAN
- Non-compliance with TECLOMAN's official installation manual
- External influences including unusual physical or electrical stress (power failure surges, inrush current, lightning, flood, fire, accidental breakage etc.)
- Use of an incompatible inverter, rectifier or power conversion system.
- Abuse, misuse or negligence
- Accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, extreme cold weather, or other events outside the reasonable control of TECLOMAN
- Failure to operate or maintain the Product in accordance with the User Manual
- Any attempt to modify the Product, whether by physical means, programming or otherwise, without the express written consent of TECLOMAN
- Removal and reinstallation of the Product at a location other than the original installation location, without the express written consent of TECLOMAN
- Used outside of the recommended ambient conditions

In addition, this Limited Warranty does not cover (a) normal degradation of the Product's energy capacity over time; (b) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance of the Product; (c) noise or vibration that is not excessive or uncharacteristic and does not impact the Product's performance; (d) damage or deterioration that occurs after the expiration or voiding of the warranty period; or (e) theft of the Product or any of its components.

## VII. Exclusion for Failure to Connect to the Internet or Failure to Register Your Product

In order to provide the Limited Warranty for the full ten year warranty period, TECLOMAN requires the ability to update the Product through remote firmware upgrades. Installation of these remote upgrades may interrupt the operation of the Product for a short period. By installing your Product and connecting it to the internet, you consent to TECLOMAN updating the Product through these remote upgrades from time to time, without further notice to you. If your Product is not connected to the internet for an extended period, or has not been registered with TECLOMAN, we may not be able to provide important remote firmware upgrades. In these circumstances, we may not be able to honor the full ten years warranty. We would prefer to avoid this, so will try to notify you if your Product's internet connection is interrupted for an extended period. It is difficult for us to contact you if you have not registered the Product with us, so please register your Product with TECLOMAN at the website identified below. Even if we cannot honor the full ten years warranty for the above reasons, we will always honor the warranty for at least four years following the date your Product was installed for the first time.

#### VIII. Claim 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 the following items:

- 1) Name
- 2) Address
- 3) Product purchased
- 4) Proof of the original purchase and any subsequent transfer of ownership
- 5) Description of the alleged defect(s) from Authorized service centre
- 6) The relevant Product's serial number and the initial installation date (as shown on the Installation Certificate)
- 7) Authorized Reseller number (as shown on the Installation Certificate)

Customer's who are unable to contact the Authorized Reseller from whom the Product was purchased should contact TECLOMAN on email at [tecloman@tecloman.com](mailto:tecloman@tecloman.com) or call on +86 28 8393 2902

#### IX. Applicable Law

The Warranty is subject to the law of the Australian States. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. 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 the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

This warranty only applies to the Customer who has purchased the Product for his or her own use.

# Rise With Your Inner Power



## **Manufacturer/Certificate holder contact details:**

Name: Chengdu Tecloman Energy Storage Technology Co., Ltd.

Address: No. 1008 Gui Jin Road, Xindu District, Chengdu City, Sichuan Province, China

Email address: [tecloman@tecloman.com](mailto:tecloman@tecloman.com)

Phone number: +86-28-83932902

Web address: [www.tecloman.com](http://www.tecloman.com)

## **Australia Importer contact details:**

Name: Energy Formula Pty Ltd.

Address: 1/18 Ellerslie Road, Meadowbrook, Brisbane, QLD 4131

Email address: [hello@energyformula.com.au](mailto:hello@energyformula.com.au)

Phone number: 1300 903 925

Web address: <https://energyformula.com.au>