

eleXsys[®]

Enabling Smart Grids

eleXsys Energy dStatcom

Limited warranty terms and conditions for
Australia

As of 22 April 2020

1. Product Specification Sheet Title and Date:

eleXsys EEdS3042 Datasheet V1.0 Rev.20200416.1/B.Y

16 Apr 2020

2. Privacy Notice

eleXsys R&D Pty Ltd, or any member of the eleXsys Group, will use the information provided by the Customer only for warranty purposes. Without this information eleXsys R&D Pty Ltd will not be able to process a Customer's warranty claim. Further information about eleXsys' Privacy Policy can be found at <https://planetarkpower.com/privacy-policy/> or by contacting eleXsys R&D Pty Ltd as set out in clause 9 of this Warranty.

3. The Product

eleXsys R&D Pty Ltd ("eleXsys") is the manufacturer of the eleXsys Energy dStatcom ("EEdS" or the "Product") and supports the Product(s) with this Warranty. This Warranty explains the limited warranty terms and conditions for the EEdS. The EEdS will be supplied under a services arrangement in accordance with the obligations specified in the eleXsys Services Agreement between eleXsys Energy Pty Ltd and the Customer.

eleXsys warrants that, during the Warranty Period, the Product supplied hereunder shall be free from defects in material and workmanship and meet the Product Specification subject to the terms and conditions of this Warranty.

4. Warranty

eleXsys warrants, for a period of two (2) years from the Date of Commissioning but no more than three (3) years from the Date of Manufacture, that the Product has no material or workmanship defects ("Warranty Period").

Where the Product is found to be defective during the Warranty Period due to material or workmanship defects, eleXsys or an Authorised Service Partner will repair or replace the Product or its defective part at its own discretion, paying for the labour and material costs incurred.

eleXsys or an Authorised Service Partner may replace any defective products or parts with new or like-new products or parts, with the replaced products and parts becoming the property of eleXsys.

5. Claim Conditions

At least one signed original copy of this Warranty must be retained by the Customer and one signed original copy of this Warranty must be retained by eleXsys R&D Pty Ltd.

The Warranty begins upon the Date of Commissioning as recorded in clause 10 of this Warranty. Warranty services are only provided if eleXsys is informed of the product defect in writing, to the address in clause 9 of this Warranty, within the Warranty Period.

6. Warranty Exclusions and Limitations

eleXsys is obligated under this Warranty only to repair or replace Products which are subject to these Warranty terms and conditions. eleXsys is not liable for material or immaterial losses or damages which may arise, either directly or indirectly or as a result of Products or services of this Warranty or otherwise, such as the purchase price, loss of profits, loss of income, loss of data, immaterial damages or damages resulting from the unavailability of the Product or associated components.

Any Warranty service is excluded, where:

- the Product was not installed or operated according to the terms of use and installation or the defects in the device were not caused by a material or manufacturing defect (the Product must not be exposed to incorrect or unusual vibrations, voltages, power and temperatures of more than 45°C or below 10°C); where the damage was the result of normal wear and tear, are superficial defects, dents or marks that do not impact the performance of the product;
- the Customer does not inform eleXsys of the defect within the Warranty Period commencing from the Date of Commissioning;
- the serial number on the Product can no longer be identified or has been modified;
- the Customer cannot present a report from a certified testing institute that proves the defect, taking measuring errors into consideration;
- the Product was damaged during transport but was still commissioned and used by the customer;
- force majeure (e.g. natural catastrophes, such as flooding, fires, earthquakes, lightning or other abnormal environmental conditions, war, etc.) has resulted in damage to the Product;
- the Customer does not grant eleXsys or a third-party provider access to the performance data stored in the memory of the Product and/or manipulates the data; or
- the Customer has refused or neglected to install software updates provided by eleXsys.

7. Fulfilment

eleXsys or an Authorised Service Partner is authorised to repair the parts or have the repairs carried out. eleXsys or an Authorised Service Partner shall decide on the measures required to rectify a defect at its own discretion.

Parts are to be repaired or the Product is to be replaced based on replacement with a part or Product of the same quality, but not necessarily the same type, either a new Product or a repaired product that functions like a new Product. If the Product is worn out before the Warranty Period expires, eleXsys or an Authorised Service Partner will either provide a new Product or a replacement Product with a comparable quality and specifications as the worn-out Product.

eleXsys or an Authorised Service Partner will replace the Product so that at least the guaranteed minimum performance is restored. The replaced Product handed over by the customer will become the property of eleXsys after the replacement is made. The warranty for the repaired or replaced parts will be for the remaining Warranty Period.

These Warranty terms and conditions apply to the Customer and are enclosed with the Product. Warranty claims are only transferable after obtaining permission from eleXsys.

This Warranty is governed exclusively by Australian substantive law. The place of fulfilment is Brisbane, in the State of Queensland. Legal enforcement of claims under this Warranty must be made within one year of the start of the Warranty Period.

8. Consumer Law Rights for Australian Customers

Customers may be entitled to legal rights regarding the sale of goods according to national law. This warranty does not limit your possible statutory rights or your rights arising from the purchase contract.

Our goods come with guarantees that cannot be excluded under Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and compensation or for any other reasonably foreseeable loss or damage. The Customer is 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.

For this warranty the Customer is only entitled to claims which are named under this warranty. The invalidity of individual provisions of this warranty shall not affect the validity of the remaining provisions.

9. Warranty Claims

In respect of any questions or Warranty claims contact:

eleXsys R&D Pty Ltd

160 Samford Road

Enoggera, Queensland

Australia 4051

P: 1300 323 221

E: operations@planetarkpower.com

10. Date of Commencement

This Warranty takes effect with the Customer from the Date of Commissioning registered below with eleXsys R&D Pty Ltd.

Name of Customer	Authorised Customer Representative	Date of Commissioning & Manufacture
Name: _____	Name _____ Signature: _____	Date of Commissioning Date _____ Date of Manufacture Date _____
eleXsys R&D Pty Ltd or Authorised Service Partner _____	Name _____ Signature _____	eleXsys Energy dStatcom Serial No. _____ Model No. _____