



Standard Warranty Terms and Conditions (the 'Manufacturer's Warranty')

MSB-V4 4.8kWh Moixa Smart Battery

Moixa Technology Ltd ('Moixa' or 'we') has developed a reliable energy storage product (the 'Product'), designed to withstand normal operating conditions, which is supplied with a standard warranty against material or manufacturing faults ('Manufacturer's Warranty') on the terms and conditions set out below:

1. What Products are covered

This Manufacturer's Warranty applies only to Products which have been:

- purchased and installed in the United Kingdom of Great Britain and Northern Ireland; the Republic of Ireland; the Isle of Man; or the Channel Islands;
- installed after 1 April 2019;
- installed by a certified Moixa Accredited Installer and commissioned by Moixa; and
- registered via the internet by the user setting up an account at mygridshare.com.

Separate warranty conditions apply to Products purchased or installed outside these territories. Please ask your retailer for details.

2. Usage not covered by the Warranty

The Manufacturer's Warranty will cease to apply to the Product if:

- the Product is not used at all times in accordance with the User Manual provided with the Product and also available at www.moixa.com; or
- the Product is used in a context other than a domestic or semi-domestic environment. For these purposes, "semi domestic" refers to home offices and similar combinations of domestic and light commercial use; or
- once installed, the Product is moved from its original installed position, unless Moixa has provided written authorisation to do so.

3. Warranty Period

Any claim made under the terms and conditions of this Manufacturer's Warranty must be made within the 'Warranty Period', being:

- in respect of the Product, 10 years from the date of installation.
- in respect of the battery(s) supplied with the Product Moixa shall only accept a warranty claim if the battery capacity falls below 70% of its initially rated capacity within 7 years and 60% of its initially rated capacity within 10 years.

An extension to the Manufacturer's Warranty (subject to additional or varied terms) shall apply for as long as any Customer remains a contracted participant in Moixa's GridShare™ Scheme.

The Warranty Period will not be extended as a result of any repair or replacement of the Product or part of the Product.

4. How to claim

The Manufacturer's Warranty relates to material or manufacturing faults which are notified to it during the Warranty Period.

The Customer must follow the procedure set out in the User Manual for reporting faults, which includes technical support via telephone or email and the booking of a service visit as a last resort.

A fee will be charged for all service visits, which shall be reimbursed to the Customer if the fault falls within the scope of the Manufacturer's Warranty.

Moixa is not responsible for any costs, call-out charges or damage relating to work on the Product by an unauthorised third party.

If a Product which is proved to be faulty or defective in manufacture, will be repaired off-site or replaced free of material and labour charges, provided that Moixa has provided written authorisation for such repair or replacement to be carried out and has approved the total cost of the work.

5. Transferring the benefit of the Warranty

During the Warranty Period, the Manufacturer's Warranty may be transferred to a new owner by notifying Moixa by email of the change. The Product must remain in the original installed position.

6. What isn't covered by this Warranty

The Manufacturer's Warranty does not apply to:

- Products installed as part of pilot schemes except as agreed;
- any other items installed at the same time as the installation of the Product such as solar panels and external wiring;
- any damage caused by faulty installation (except where carried out by Moixa), theft, tampering, neglect, misuse, accident, fire, flood, explosion, lightning, storms, frost or other bad weather conditions;
- any non-performance as a result of the Product not being connected to the Internet;
- any non-performance of the Product as a result of any subsequent works unauthorised by Moixa to the premises' electricity system;
- damage caused by a failure to use the product in accordance with the User Manual;

- any unauthorised adjustments made to the Product by a third party; or
- any self-maintenance tasks carried out by the user not expressly recommended in the User Manual or otherwise authorised by Moixa.

7. Our liability to you

Please note that this is a voluntary manufacturer's warranty and does not affect the statutory rights of users.

If you purchased the Product directly from Moixa, you will have further contractual and statutory rights against Moixa as seller of the Product. In other circumstances you will have such rights against whoever sold you the Product.

Where you have not purchased the Product directly from Moixa, the Manufacturer's Warranty is the only warranty given by Moixa and, to the extent permitted by law, all other express or implied warranties are excluded.

Subject to the below, to the extent permitted by law, in no event will we be liable for any:

- losses that were not reasonably foreseeable;
- loss of profits or income;
- loss or damage to property; or
- losses that were not caused by any breach of a legal obligation by us.

Nothing in these terms shall exclude or limit our liability for (a) death or personal injury caused by our negligence (b) fraud or fraudulent misrepresentation or (c) any other matter for which we are not permitted by law to exclude or attempt to exclude our liability.

The terms contained herein supersede all statements contained in any and all user manuals, installation manuals, other equipment literature, or orally with respect to any product or performance warranty for Products.

8. Data Protection

Customer details will be held in accordance with Moixa's Privacy Policy set out at <http://www.moixa.com/terms/>.

Moixa Technology Ltd is a subsidiary company of Moixa Energy Holdings, a company registered in England and Wales, number 04941671, registered office: 150 Aldersgate Street, London, EC1A 4AB. Our VAT number is 863825007. Correspondence should be addressed to Moixa Technology Ltd., 29-31 Saffron Hill, London EC1N 8SW.