Myenergi Product Warranty



1. Overview

- 1.1. This Myenergi warranty (the "Warranty") covers the following Myenergi products (as may be amended from time to time):
 - 1.1.1 Zappi, Zappi Pedestal, Eddi, Harvi, Hub and Libbi (the "Products") which have been purchased on or after 24 November 2023; and
 - 1.1.2 is provided by Myenergi Ltd (a company incorporated and registered in England and Wales with company registration No. 10261262).
- 1.2. All references to "Myenergi" or "we" in this document shall mean Myenergi Ltd.
- 1.3. For all Products, you will need to set up an account and register your Product in My Account through Myenergi app or on our site at: https://www.myenergi.com/my-account/.

2. What does this Warranty cover?

- 2.1. This Warranty covers the Products for domestic or non-commercial use only (with the exception of Zappi and Zappi Pedestal, for which this Warranty also covers Zappi and Zappi Pedestal used in private off-street charging in commercial settings such as private car parks, multi dwelling residential properties or workplace charging).
- 2.2. The Warranty does not cover Products which have been installed for use for mass public charging including, but not limited to, supermarket or petrol station car parks and on-street parking.

3. Other requirements

- 3.1. To obtain Warranty services:
 - 3.1.1 The original proof of purchase will be required, and the serial number (or other identification markings) affixed to the Product must be complete and undamaged.
 - 3.1.2 The Product must be correctly installed and commissioned by a competent person in accordance with the Product Installation Manual (available in the Myenergi Download Centre at https://www.myenergi.com/nz/installerbase/download-centre/), local codes, relevant regulations, any applicable regional legal requirements, and industry standards.
 - 3.1.3 The Product must be used and maintained in accordance with the manufacturer's instructions as set out in the Product User Manual (available in the Myenergi Download Centre).
 - 3.1.4 Contact us as set out in this Warranty. If you arrange your own installer to conduct any repair, this Warranty will be void.





4. Warranty period

4.1. The warranty period (the "Warranty Period") will commence from the date of purchase of the Product and runs for:

Product	Warranty Period
Zappi	36 months
Eddi	36 months
Harvi	36 months
Hub	36 months
Libbi	10 years for the Battery pack with unlimited cycles provided you use the Myenergi Controller that is used to manage the entire system. In the event you choose to connect to a third-party system or manually operate the Battery pack outside of the Myenergi Controller, the Warranty period will expire when a maximum of 3MWh/per kWh usable capacity has been reached and 5 years for the Hybrid Inverter and Controller.
Zappi Pedestal	12 months

5. The covered defect

If, during the Warranty Period, the Product is found to be faulty or defective in materials or manufacture, Myenergi will, at its sole discretion and free of material and labour charges, repair or replace the defective Product. We will not reimburse third party costs for repair and replacement unless we have authorised such work in advance and in writing. Replacement products may be refurbished or contain refurbished materials. The replacement product, whether refurbished or not, including the parts or materials repaired or replaced, is only covered for the remaining term of the Warranty Period. Any parts replaced will become the property of Myenergi. After the expiry of the Warranty Period, we may make a charge for replacing or repairing the Products.



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6. What is not covered by this Warranty?

- 6.1. To qualify for protection under this Warranty, the Product must meet the criteria set out under the section entitled "What does this Warranty cover?".
- 6.2. However, for illustration purposes, we provide a non-exhaustive list of the circumstances this Warranty does not cover, below:

If, in our sole discretion, the fault or defect of the Product is directly or indirectly caused by:

- a. An incorrect installation performed by you or your installer (if a fault is deemed to be because of an incorrect installation, you will need to contact your installer)
- b. Negligent installation and/or installation performed not in accordance with the Product Installation Manual and local codes and relevant regulations and any applicable legal requirements and industry standards.
- c. Inappropriate use, misuse, neglect or careless operation of the Product (in the case of Libbi, including use outside of the normal operating ranges as per the Libbi Installation and Product User Manual), or if it has been used or maintained in a manner not conforming to the Product Installation and User manual, has been modified in any way, or has had any serial number or other identification markings removed or defaced.
- d. Not using the Product in accordance with Product User Manual (in the case of Libbi, including but not limited to not following the required clearances for the purpose of ventilation or change/tamper settings of inverters in any way).
- e. Using the Product for anything other than the Product's intended use.
- f. Connecting the Product to an incorrectly rated electricity supply.
- g. Parts or faults with your existing installation, including, but not limited to, consumer units, breakers or cables or an existing solar PV system.
- h. Accidental or malicious damage, theft or vandalism.
- i. Use of parts and accessories that are not Myenergi genuine approved parts together with or in the Product.
- j. Not carrying out any recommended maintenance or from normal wear and tear or where damage is surface coating, or where damage is caused by excessive heat or solvents.
- k. Any transportation of the Products by your appointed third-party installer.
- I. Circumstances outside of our control, external sources (including, but not limited to, floods, storms, earthquakes and fires), electrical outages power surges or other environmental influence, foreign material, contamination (smoke, salt, chemicals or other impurities).
- m. Repairs or alterations carried out by parties other than Myenergi or our Authorised Subcontractor.

7. Liability

- 7.1. Nothing in this Warranty will affect your statutory rights and if you are a consumer, this Warranty provides benefits that are additional to your statutory rights.
- 7.2. Except where it would be unlawful for Myenergi to exclude or limit liability, Myenergi accepts no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity, revenue, contracts, data, goodwill or any indirect, special or consequential losses. The maximum liability of Myenergi under this Warranty is limited to the purchase price of the Product covered by this Warranty and is strictly limited to losses that were reasonably foreseeable. We will not be liable for any delay in performing, failure to perform or deliver, or defective performance or delivery of any Product/s if such delay or failure is caused by circumstances beyond our reasonable control.



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8. How do I claim against this Warranty cover?

- 8.1. If your Product develops a fault during the Warranty Period, you must report this to the Myenergi support team first either by calling 0800 323 558 option #2 or emailing: APAC.support@myenergi.com, providing proof of purchase of your Product. From the time that you have notified us, Myenergi shall have sole responsibility for handling a claim.
- 8.2. If we are unable to remedy the fault remotely, we will, at our sole discretion, appoint a Myenergi Service Engineer or Myenergi Authorised Subcontractor to repair your existing Product, or replace it with another Myenergi Product with the same or equivalent functionality.
- 8.3. The appointed party will be sent your contact details to arrange a suitable time to come to your location and fix the fault and by claiming under this Warranty you agree to your contact details being shared in this way. To find out more about how we use your contact details, please see our privacy policy at: <u>https://www.myenergi.com/terms-and-conditions/privacy-policy/</u>.

9. Is my Warranty transferable?

- 9.1. This Warranty is transferrable to a new owner of your property should you sell your property and choose to leave your Product behind. Please contact our customer service team to arrange this, using the details above.
- 9.2. If you move to a new property and you take your Product with you, you will need to tell us about your move and your new location by updating your details in My Account. Once you have updated your details, the remaining Warranty Period (and any Extended Warranty) on your Product will be valid, provided that:
 - a. the Product is correctly installed and commissioned by a competent person in accordance with the Product Installation Manual (available in the Myenergi Download Centre at: https://www.myenergi.com/nz/installer-base/download-centre/, local codes, relevant regulations, any applicable regional legal requirements, and industry standards; and
 - b. your new property remains in the Region from which it is purchased and for which it is intended.
- 9.3. The Warranty will not transfer to any Product which is sold or given to another person/company, or which has been acquired from (whether through a sale or otherwise) a private reseller or an online resale platform.
- 9.4. If this Warranty is transferred the Warranty Period continues and does not begin again. The Warranty and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England, provided that if you are a consumer there may be certain mandatory applicable laws of your country. The English courts shall have exclusive jurisdiction, subject to any mandatory application of jurisdiction of your country.
- 9.5. If you have any questions about what this Warranty covers, please email our support team at APAC.support@myenergi.com

