



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

Moixa Technology Ltd ('Moixa') 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 for the duration of the warranty period (the 'Warranty Period'), subject to the following terms and conditions:

- a) This Manufacturer's Warranty applies to Products 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 (separate warranty conditions apply outside these territories).
- b) The Product must be purchased by the Customer (not part of a pilot scheme) and installed after 1 January 2017 to be covered by this Manufacturer's Warranty.
- c) The Product must be correctly installed by a certified Moixa Accredited Installer and commissioned by Moixa.
- d) The Product must be used at all times in accordance with the User Manual provided with the Product and also available at [www.moixa.com](http://www.moixa.com).
- e) The Product must only be used in a domestic or light commercial environment, (light commercial is defined as a semi domestic/commercial environment, including a home office).
- f) The Product must be registered via the internet at [www.moixa.com](http://www.moixa.com) within 30 days of commissioning.
- g) The Warranty Period will commence from the date of commissioning, unless this date is more than six months from the date on which the Product was dispatched by Moixa to the Moixa Accredited Installer, in which case the Warranty Period will commence six months from the date of manufacture as confirmed by the Product's serial number.
- h) Except for the battery(s) referred to in the clause below, the Warranty Period of the Product is 5 Years (except where stated otherwise), extensions available, subject to applicable terms and conditions.
- i) The battery(s) supplied with the Product is covered under this Manufacturer's Warranty for a period of 10 years from the date of registration. Moixa shall only accept a warranty claim if the battery capacity falls below 70% of its initially rated capacity.
- j) Notwithstanding the Warranty Period, 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.
- k) Once installed, the Product must not be moved from its installed position unless Moixa has provided written authorisation to do so.
- l) During the Warranty Period 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 the repair or replacement to be carried out and has approved the total cost of the work.
- m) Moixa does not accept or reimburse any costs including damage to the Product and engineer call-out charges where any unauthorised third party undertakes work on the Product unless

Moixa has approved such work and the associated cost in advance.

- n) The Customer must follow the procedure set out in the User Manual for reporting faults, which includes technical support via telephone and the booking of a service visit as a last resort.
- o) A fee shall apply for service visits, which shall be reimbursed to the Customer if the fault falls within the scope of the Manufacturer's Warranty.
- p) The Warranty Period will not be extended after any repair or replacement of the Product or part of the Product.
- q) During the Warranty Period, the Manufacturer's Warranty is transferrable to a new owner provided that the Product remains in the originally installed location and Moixa is notified of the change of owner in writing.
- r) Any claim made under the terms and conditions of this Manufacturer's Warranty must be made within the Warranty Period.
- s) The Manufacturer's Warranty does not apply to:
  - i. any other installation carried out at the same time as the installation of the Product including the installation of solar panels and external wiring;
  - ii. damage caused by faulty installation, theft, tampering, neglect, misuse, accident, fire, flood, explosion, lightning, storms, frost or other bad weather conditions;
  - iii. any non-performance as a result of the Product not being connected to the Internet;
  - iv. any non-performance of the Product as a result of any subsequent works unauthorised by Moixa to the premises' electricity system;
  - v. damage caused by the non-observance of the User Manual; or
  - vi. any unauthorised adjustments made to the Product by a third party and any self-maintenance tasks carried out by the user not authorised by Moixa.

**The Manufacturer's Warranty is the sole and exclusive warranty given by Moixa and where permitted by law, is made expressly in lieu of all other warranties, express or implied, statutory or otherwise, including without limitation, warranties of title, quality, merchantability, fitness for a particular purpose or non-infringement or warranties as to the accuracy, sufficiency or suitability of any technical or other information provided in manuals or other documentation. In no event will Moixa be liable for any special, direct, indirect, incidental or consequential damages, losses, costs or expenses however arising, whether in contract or tort, including without limitation any economic losses of any kind, any loss or damage to property, or any personal injury.**

Data Protection

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