

Gecko Battery System 10-year Warranty

Effective for systems purchased: from 1 Jan 2022



1 Product: Gecko Battery System

This Warranty applies to the Gecko Battery Systems with the model numbers set out below and manufactured by RedEarth Energy Storage Ltd (RedEarth) and installed from 1st Jan 2022.

Model numbers:

GCK-5-108	GCK-6-108			
GCK-5-112	GCK-6-112	GCK-8-112		
GCK-5-116	GCK-6-116	GCK-8-116	GCK-12-116	GCK-12-316
GCK-5-120	GCK-6-120	GCK-8-120	GCK-12-120	GCK-12-320
GCK-5-124	GCK-6-124	GCK-8-124	GCK-12-124	GCK-12-324

2 Warranty: 10-years

RedEarth warrants that your Gecko Battery System will:

- be free from defects in materials and workmanship for 10 years from the date of installation; and
- the batteries included in the system will retain 80% of their initial battery capacity for 10 years from initial installation
- if additional batteries are added after the initial installation, then these new batteries will have the same 10-year warranty as the original batteries,

3 Who can make a claim?

Warranty claims can be made by or on behalf of the end user who acquired the Gecko Battery System. A subsequent owner of the Gecko Battery System who provides proof of ownership is also entitled to make warranty claims.

4 Australian Consumer Law

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 for compensation for any other reasonably foreseeable loss of 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.

5 Your warranty

If your Gecko Battery System develops a fault during the warranty period RedEarth will, in its absolute discretion, either:

- repair your Gecko Battery System;
- replace your Gecko Battery System with an equivalent new or refurbished product; or
- refund you the market price of an equivalent product, reduced by the percentage of the warranty period used.

In the event of repair or replacement under this Warranty, the remainder of the original Warranty Period will apply to any repaired or replacement product.

6 This warranty does not cover

This warranty does not apply to any defect or reduction in capacity arising from:

- Events and their effects beyond the reasonable control of RedEarth (such as lightning, flood, cyclone, fire or power or voltage surges)

- transport, storage, handling, installation, commissioning, modification, operation, maintenance, service or repair of your Gecko Battery System that is not in accordance with the applicable Installation Manual and User Manual as published at website www.redearth.energy and updated from time to time;
- installation, commissioning, modification, service or repair of your Gecko Battery System other than by a technician authorised by RedEarth;
- use of your Gecko Battery System in conjunction with plant, equipment or components described as incompatible (or in similar terms) by the User Manual;
- abuse, misuse or negligence;
- fair wear and tear;
- scratches, dents or marks that do not have, or corrosion or weathering that does not have, an adverse impact on performance;
- any incidental or consequential damages, loss of profits, loss of data or any other indirect damages;
- noise or vibration that does not have an adverse impact on performance;
- theft (including theft of components); or
- damage or deterioration that occurs after expiration or voiding of the Warranty Period.

7 Requirements

7.1 Internet connection. RedEarth requires remote access to your Gecko Battery System to make firmware & software updates and to provide other services as part of RedEarth's Private Power Plant (PPP). By allowing RedEarth to connect the internet to your system you consent to RedEarth making such updates without further notice to you.

7.2 Warranty registration. Registering your system with RedEarth will ensure your warranty support can be provided most efficiently.

8 Limitation of use

Your Gecko Battery System is not intended for use as a primary or back-up power source for life-support systems, other medical equipment or in any other circumstance where product failure could cause or contribute to personal injury or serious property damage.

9 How to make a warranty claim

Contact your certified installer or authorised reseller: To make a claim under this Warranty, you should first contact the certified installer or authorised reseller who sold you your Gecko Battery System.

Contact RedEarth. If you did not purchase your Gecko Battery System from a certified installer or an authorised reseller, or if you purchased it directly from RedEarth, you should contact RedEarth using the contact details below or as updated from time to time and published at website www.redearth.energy

RedEarth Contact Details	
Address	15 Fienta Place Darra, QLD 4076 AUSTRALIA
Email	support@redearth.energy
Phone	1800 733 637 +61 7 3279 6707

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Provide details. To process your claim RedEarth requires:

- (a) proof of original purchase of your Gecko Battery System from RedEarth, a certified installer or an authorised reseller;
- (b) description of alleged defect(s), ideally including photographs emailed to RedEarth;
- (c) your Gecko Battery System serial number;
- (d) your name and the date and location of original installation;
- (e) the name and contact details of the authorised installer who installed your Gecko Battery System.

Repairs. RedEarth will first endeavour to diagnose and repair your system remotely. If necessary RedEarth may require a technician to repair the system on-site. RedEarth will pay for all parts and labour associated with the repair and up to a maximum amount of \$200 for travel costs to site. If your claim is not covered, you will pay for RedEarth's transport, inspection, testing and analysis costs arising from your claim.

Returns. Before returning your Gecko Battery System or any component of the system, you should obtain a Return Merchandise Authorisation (RMA) number from RedEarth.

Transport. When on-site repair is not responsibly practical you may need to arrange transport of your Gecko Battery System to and from RedEarth in line with the RMA process. If your claim is covered, RedEarth will pay for or reimburse your transport costs arising from your claim up to a maximum amount of \$200. If your claim is not covered you will pay for or reimburse RedEarth's transport, inspection, testing and analysis costs arising from your claim.

10 Limitation of liability

No consequential loss. To the maximum extent permitted by law, RedEarth will not be liable for any consequential, incidental, indirect, exemplary, punitive or special damages in connection with the Battery System, regardless of the form of action and whether RedEarth had been informed about or might have anticipated the possibility, probability or magnitude of such loss or damage. For clarity, RedEarth will not be liable for loss (including loss by a third party) of use, enjoyment, convenience, production, contracts, revenue, profit, reputation, data or opportunity to earn, build or use the foregoing items or increased operating costs (including the cost of procuring substitute equipment or services) or financing costs.

Liability limit. To the maximum extent permitted by law, RedEarth's total liability (under contract, tort, statute or otherwise) to you in connection with this agreement is limited to the amount paid for your Battery System plus transport costs reimbursable to you under this Warranty.