

MINIES-P30B3-AU-R2

&

MINIES-B3 –R1

(Customer Model:

MINIES-P30B3-AU-R2

MINIES-B3 –R1)

Limited Warranty Letter

Revision V0

BYD Auto Industry Company Limited (“BYD”) hereby provides this Limited Warranty (“Warranty”) with respect to MINIES-P30B3-AU-R2 & MINIES-B3 –R1 (Customer Model : MINIES-P30B3-AU-R2 & MINIES-B3 –R1). Unless otherwise specified herein, the details of the Warranty shall be as follows:

1. WARRANTY SCOPE

The warranty covers all equipment of the MINIES-P30B3-AU-R2M01& MINIES-B3 –R1, and the cables only inside the containers. Equipment warranty scope is as follows.

Equipment	subsystem	Warranty years	Remarks
MINIES-P30B3-AU-R2		10years	
MINIES-B3 –R1		10years	

Note:

1. The 10-year warranty condition is only applicable to the match load conditions.

2. Under remote control conditions, at least guarantee the temperature up to 40°C operating conditions within 10 years cannot exceed 100 times and one cycle a day. If this requirement is exceeded, the warranty needs to be recalculated.

3. Product button indicators, housings, bolts, and external CT devices are warranted for 3 years.

2. WARRANTY PERIOD

- 1) The “Warranty Start Date” shall start either from the date when product leaves the factory or the date when the product is registered on BYD server depending whichever comes later.
- 2) The product warranty period shall commence from the warranty start date of the MINIES-P30B3-AU-R2& MINIES-B3 –R1. Product warranty period of the MINIES-P30B3-AU-R2& MINIES-B3 –R1 is 120 calendar months. In the period, BYD is responsible for maintenance of the MINIES-P30B3-AU-R2& MINIES-B3 –R1.
- 3) For performance warranty please refer to section 3.2.

- 4) During the warranty period, if any damaged part is replaced, the remaining warranty period of the part will be continued.

3. LIMITED WARRANTY

The Warranty following operation parameters under the ambient conditions defined in Technical Agreement.

3.1. Limited Warranty of product

Under normal use and conditions, the MINIES-P30B3-AU-R2& MINIES-B3-R1 shall conform to the operation parameter defined in the Technical Specification and shall be free from defects in workmanship and materials.

3.2. Limited Warranty of System Capacity

The charge and discharge limitations of the battery container depend on the battery cell temperature and SOC of the battery. The battery container shall have the charge and discharge capabilities as shown in the figure below. The Cell temperature - SOC maps below represent the battery system performance and are used to indicate the battery system performance under varying conditions.

During battery container operating period, when the operating temperature of batteries are above 40°C, battery will be stop automatically within 3min;thereafter when the temperature reaches 35°C, operation at full power will be restored.

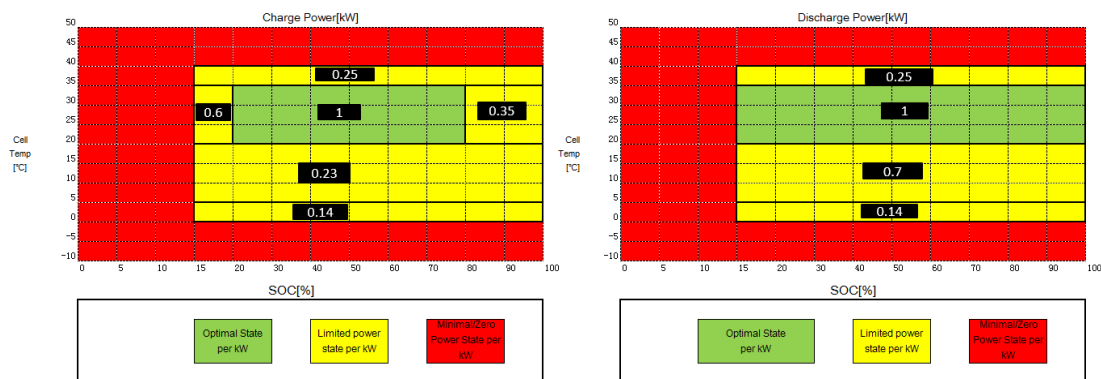


Figure 1 The cell temperature - SOC maps

The battery container shall be capable of charging/discharging at Nominal power in the optimal state. It shall be capable of charging/discharging at a power lower than Nominal power in the limited power state. Reduced power levels are represented as contour lines in the indicative temperature-SOC maps.

4. The battery container Capacity Retention

The Nominal capacity of the product is no less than 3kWh (at the DC side). In the design life the system capacity retention will be:

- (1) . The System shall maintain $\geq 60\%$ of its Nominal Capacity until the earlier of:
- (a) The date that the System has reached 2600 kWh of aggregate discharge throughput (at the DC side) per kWh of Nominal capacity; or
 - (b) The date falling 120 calendar months after the Warranty Start Date.

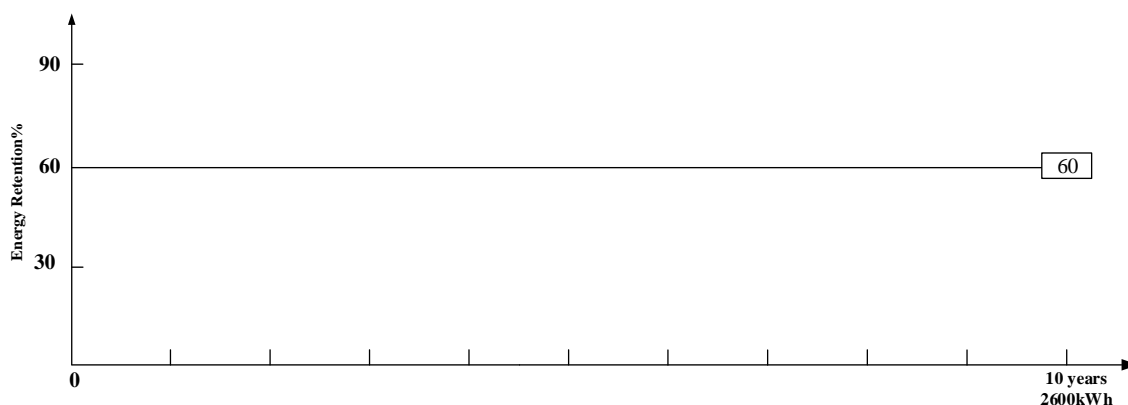


Figure 2 The Capacity Retention

- a) The battery system is RH 50% ~ 70%, less than 2000 meters altitude;
 - b) Environmental temperature shall be 20-25°C;
 - c) The initial temperature of the battery Cell shall be 22-27°C;
 - d) Charge the battery in 0.6KVA to the charge cut-off voltage;
 - e) Leave the system rest for 30min
 - f) Discharge the battery in 0.6KVA to the discharge cut-off voltage, record the discharging energy;
 - g) Repeat procedure d) to f);
- (2) . When the battery system is in long-term storage condition (SOC 40%~60%), the calendar life of the battery will be reduced, and the remaining capacity of the battery system will not be less than the system's remaining capacity that charge-discharge cycle once a day.
- (3) . Exclusion of battery warranty
- (a) After the battery being full charged, if you need to place the battery for a longtime, the time shall not exceed 6 months.

(b) If the product automatic shutdown because of lacking of access to power grid, the placement time shall not exceed 1 months

Exceeding the forward limitation or operating the system that not in accordance with the requirements, may lead to over-discharged risk of the battery, the battery damage caused by these situations are not within the scope of the battery warranty.

WARRANTY EXCLUSION AND LIMITATION

The Warranty does not apply to the MINIES-P30B3-AU-R2& MINIES-B3 –R1 which has been subjected to:

- 1) Exceed the warranty period, or can't provide effective purchasing invoice;
- 2) Product identified as defective due to unauthorized technical and changing in national or regional laws and regulations;
- 3) Wear and tear and aging caused during normal operation;
- 4) Misuse, abuse, neglect or accident during storage, transportation, handling, installation, application, use or service;
- 5) Modification, alteration, repair or replace parts to the MINIES-P30B3-AU-R2& MINIES-B3 –R1, without the expression and prior written consent of BYD or its authorization engineer;
- 6) Used in an abnormal environmental condition not conforming to the Installation and User Manual;
- 7) Power failure surges, lightning, flood, fire, accidental breakage or other events beyond BYD's control;
- 8) Defect due to external force, force majeure, (unforeseeable, unavoidable and insurmountable objective events, including but not limited to war, civil war, strike, riot or other activities intervened by government) or other third party.
- 9) Under any circumstances, the total responsibility of quality warranty BYD bears shall not exceed the buyer's payment for particular products in accordance to Letter of Quality Warranty and the extent permitted by law.
- 10) The buyer refuses to provide the network on the project site, and the seller cannot remotely monitor the operation data of MINIES-P30B3-AU-R2&

MINIES-B3 –R1.

5. In the event of any inconsistencies between this warranty letter and technical agreement, the technical agreement shall prevail.

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 compensation for any other reasonably foreseeable loss or 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.

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