



## Limited Consumer Warranty (USA, Virgin Islands and Puerto Rico)

Effective Date: April 5, 2023

### Applies to:

All in One Energy Storage System	Model 5010A, 8015, 8020A, SB5110, SB7615, SB1220
Hybrid Inverters	Models 5048, 8048, SB5051, SB8051, SB8051Pro, SB1051Pro, SB1251
Li-Ion Battery	Model MSI-9.6 KWh, Stackable 5KWh/10KWh/15KWh/20KWh

### Ten Year Limited Warranty

- (1) Sunbeat Energy warrants that Products will be free from defects for ten years following its initial installation date. Storage products will will retain 70% energy capacity at 10 years following date of purchase by end user.
- (2) This Warranty only applies where the Products have been installed by a properly certified personnel or installers accredited by local jurisdiction. This Warranty does not apply to anyone who has purchased the Products for the purposes of resale unless approved in writing by SunBeat Energy. No other voluntary manufacturer's warranty shall be provided by SunBeat Energy. This Warranty is non-transferable except: where the Products are installed in a building or residence, Warranty will then transfer to any subsequent purchaser of that building or residence, as long as the Products remain installed in original location. The battery product under this warranty shall be charged and discharged once (1 cycle) every six months so as to guarantee the performance at its first installation.
- (3) This Warranty only covers repair or replacement of the defective product. It does not cover any costs incurred by the end-user or the installer in normal or scheduled maintenance of the Product; or any other costs such as labor cost, transportation, or travelling cost of personnel. This warranty does not cover, subject to any law to the contrary, any damage to property, personal injury, direct or indirect loss, any consequential losses or other expenses arising from breach of this Warranty.
- (4) Limited Warranty claims can be made by or on behalf of the end user who acquired and put the SunBeat products into use for the first time. A subsequent owner who provides proof of ownership is also entitled to make Limited Warranty claims.

### **Remedies**

If SunBeat products fails to comply with the above Limited Warranty, SunBeat Energy will, in its sole discretion, either repair your SunBeat (using new or refurbished parts), replace your SunBeat with an equivalent product (new or refurbished), or refund you the market price of an equivalent product at the time of the warranty claim. If your SunBeat is repaired or replaced under this Limited Warranty, the remainder of the original warranty period will apply to the repaired or replacement product. Under no circumstances will the original warranty period be extended as a result of your SunBeat product being repaired or replaced.

### **General Terms**

For systems with no internet connection, the end customer should inform SunBeat Energy and distributor or installer as soon as possible. Those systems that are not connected to the internet and a warranty claim is made against a system, the installer or the end user is obliged to organize a qualified personnel to conduct an on-site inspection and data collection under the instructions of our technical staff.

### **Battery Performance Guarantee**

Upon the granting of the Warranty, with the condition of the system has to be installed indoor with ambient temperature between ten and thirty degrees (10° C to 30°C) and humidity less than 65%. We guarantee each battery module retains at least seventy percent (70%) of its nominal capacity for 120 months from the earlier of the date the battery storage system is installed at the end user's property or six (6) months after the date the Product was manufactured.



### **Conditions**

This Warranties only apply if is purchased from SunBeat Energy or an Authorized Reseller. The Products must have been installed and correctly commissioned by an authorized and licensed installer. Proof may be required of correct commissioning of the Product (such as certificate of compliance). Claims for failures due to incorrect installation or commissioning are not covered under this Warranty. This Warranty does not extend to any Products that have been completely or partially disassembled or modified, except where such disassembly is carried out by SunBeat Energy authorized personnel. The terms of this Warranty cannot be amended except in writing by SunBeat Energy authorized officers. This Warranty only applies to Products purchased by an end-user from us directly or a reseller where the Products have been sold to the reseller by us directly. Any warranty claim under this Warranty must meet the requirements set out bellow, "How to Make a Warranty Claim" section. There must have been a commissioning report signed by the end-user and the installer for product commissioning and handling instructions.

### **Exclusions**

This warranty will not apply to a defect or fault to the extent to which one or more of these conditions arises due to storage, handling, installation (or removal and/or re-installation) or commissioning of the Product otherwise than in accordance with instructions provided by us, applicable safety regulations or without reasonable care including installation of a Product which is of an inappropriate size or type for the intended purpose; due to operation, use or maintenance of the Product otherwise than in accordance with instructions provided by us or without reasonable care (including failure to maintain/ clean the Product in accordance with recommendations in instruction/ operation manuals); due to accidental damage, theft or vandalism, or use of the Product for a purpose or in environmental conditions for which the Products were not designed for or sold, or use of the Products outside the specified or normal operating ranges for such Products; as a result of changes which occur in the condition or operational performance of the Product due to climate or other environmental influence, foreign material contamination (e.g. dirt, smoke, salt, chemicals and other impurities), water entry, exposure to excessive heat or solvents or because of use of the Product with insufficient ventilation (in particular the maximum temperatures according to the operating manual), exposure to strong vibrations, exposure to a strong magnetic field or damage as result of Force Majeure event, including but not limited to lightning, flood, earthquake, fire, or other events outside the reasonable control of SunBeat; from normal wear and tear or when replacement or repair of parts would be part of normal maintenance or service of the Product or where the damage is only to surface coating, varnish or enamel; as a result of repairs, alterations or modifications to the Product which have been performed by a third party not authorized by us; from the use of any spare parts not manufactured, sold or approved by us in connection with the repair or replacement of Product; or as a result of the interconnection of the Product with products of another manufacturer; or as a result of any other defective or malfunctioning parts in the system into which the Product has been installed; where the nameplate or serial number of the Product is modified, altered or not readable; if damage has occurred during transportation; or other damages not affecting energy generation and which are of a visual nature (e.g. surface scratching). This Warranty does not apply to damage caused by continued use of the Product after it is known, or would have been known to be defective.

### **Distributors/Dealers Responsibility:**

In the event of an equipment failure or fault, it is distributor's responsibility to work directly with SunBeat Energy in order to troubleshoot equipment and limit the return of non-defective equipment. SunBeat Energy will work with Distributor or dealers to rectify the fault or fault message through telephone support or with direct PC links. Note: In order to qualify for further compensation and a replacement unit, the distributor/installer must first contact SunBeat Energy and fulfill the distributor/installer's responsibilities under Section "To make a warranty claim"

### **To Make a Warranty Claim**

If a Product fails within the Warranty period, the end-user must stop using the Product or the system in which the Product is installed as the case may be by turning off or isolating the Product from any energy



source, make a claim as soon as possible and follow all instructions provided by us, or our representative or agents. In order to make a claim under this Limited Warranty, please contact the SunBeat Energy certified installer, dealer or distributor who sold you your Sunbeat product. If you are unable to contact the SunBeat Energy certified installer who sold you your Sunbeat product, or if you purchased your SunBeat product directly from SunBeat Energy, you should contact SunBeat at the address, email address or telephone numbers identified below. For a warranty claim to be processed, it must include (i) proof of the original purchase of your SunBeat product and any subsequent transfers of ownership, (ii) a description of the alleged defect(s), and (iii) your SunBeat product's serial number and original installation date. Prior to returning any Product to SunBeat Energy, you should obtain an RMA (Return Merchandise Authorization) number from SunBeat Energy by submitting a Service Request Form at the link indicated below.

#### **SunBeat Energy Contact Details**

- **SunBeat Energy website for registering a Product or submitting a Service Request Form:**  
<https://www.SunBeatEnergy.com/support>
- **SunBeat Energy email:** support@SunBeatEnergy.com
- **SunBeat address:** 6900 Tavistock Lakes Blv Suite 400, Orlando, FL 32827 Attn: SunBeat Warranty

#### **Costs of Submitting a Warranty Claim**

For invalid claims under this Warranty, we will not be liable for the end-user's costs in making the warranty claim, including transport or return freight. We might claim reimbursement for necessary and reasonably incurred costs or expenses in making an invalid warranty.

#### **Deadlines for Submitting Warranty Claims**

It is critical that all claims under this Warranty are promptly submitted to us as soon as the Product fails, and in any event, within one month of acknowledging of the matter of event giving rise to the claim. No consideration will be given to claims under this Warranty which are made after this period.

#### **Product Liability and Product Safety**

We should be informed immediately about any potential product safety concerns within and outside the warranty period.

#### **Agreement to Arbitrate.**

Please read this provision carefully. In the event of a concern or dispute between us, please send SunBeat written Notice to [energyresolutions@sunBeatEnergy.com](mailto:energyresolutions@sunBeatEnergy.com), describing the nature of the dispute and the relief sought. If it is not resolved within 90 days, SunBeat and you agree that any dispute arising out of or relating to any aspect of the relationship between us will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA). This includes claims arising before this Agreement, including claims related to statements about our products. Alternatively, you may opt out of arbitration as described below.

The AAA Consumer Arbitration Rules will apply. We will pay all AAA fees for any arbitration. The arbitration will be held in a location most convenient to your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to [www.adr.org](http://www.adr.org).

The arbitrator may only resolve disputes between you and SunBeat Energy on an individual basis. The arbitrator cannot award relief for anyone who is not a party and may not consolidate claims. In other words, you and SunBeat Energy may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any of this section's limitations cannot be enforced as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

If you prefer, you may instead take your individual dispute to small claims court. You may opt out within 30 days after accepting the terms of this Limited Warranty by sending a letter to 14021 Helsby St. Orlando FL, 32832, stating your name and intent to opt out of the arbitration provision.



## **Limitations and Disclaimer**

**THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR SUNBEAT product.** Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, SunBeat Energy limits the duration of and remedies for such warranties to the durations and remedies described in this Limited Warranty.

## **Relationship with Applicable Law**

This Limited Warranty gives you specific legal rights. You may also have other legal rights, which vary from state to state. For example, some states do not allow limitations on how long an implied warranty lasts, meaning the limitations in the "Limitations and Disclaimer" section above may not apply to you. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction.

## **California Proposition 65 Warning**

We are required to advise you that lithium-ion batteries may contain chemicals known to the State of California to cause cancer, birth defects and reproductive harm. We don't expect you to come into contact with any part of your SunBeat products other than the external casing. If you do, please wash your hands afterwards.

## **Modifications and Waivers**

No person or entity, including a SunBeat employee or authorized representative, can modify or waive any part of this Limited Warranty. SunBeat Energy may occasionally offer to pay some or all of the cost of certain repairs that are not covered by this Limited Warranty, either for specific SunBeat models or on an ad hoc, case-by-case basis. SunBeat reserves the right to do the above at any time without incurring any obligation to make a similar payment to other SunBeat product owners.

## **Limitation of Liability**

Sunbeat energy shall not be liable for any consequential, incidental, indirect, special, exemplary or punitive damages arising out of or related to this limited warranty, regardless of the form of action and regardless of whether sunbeat energy has been informed of, or otherwise might have anticipated, the possibility of such damages. sunbeat energy liability arising out of a claim under this limited warranty shall not exceed the amount you paid for your powerwall. Some states do not allow, or restrict, the exclusion or limitation of damages, including incidental or consequential damages, so the above limitation or exclusion may not apply to you, or may only apply to a limited extent.

## **Limitation on Use**

Your SunBeat product is not intended for use as a primary or backup power source for life-support systems, other medical equipment, or any other use where product failure could lead to injury to persons or loss of life or catastrophic property damage. SunBeat disclaims any and all liability arising out of any such use of your SunBeat product, further, SunBeat reserves the right to refuse to service any SunBeat products used for these purposes and disclaims any and all liability arising out of SunBeat Energy's service or refusal to service your SunBeat product in such circumstances.

## **Governing Law**

This Limited Warranty shall be governed by the laws of the state where your SunBeat Energy is installed, except to the extent inconsistent with or pre-empted by federal law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.