



Shenzhen Megarevo Technology Co., Ltd.

Building 2, Guangming Yunli Smart Park, No. 143, Shutianpu Community,  
Guangmin District, Shenzhen

Tel.: + 0755-21380136

Web.: [www.megarevopower.com](http://www.megarevopower.com)

# WARRANTY CONDITIONS

## For the Shenzhen Megarevo Technology Co., Ltd. Product Series

### Important Note: Australian Consumer Law

If you have purchased your product in Australia, you should be aware that:

This warranty is provided in addition to other rights and remedies held by a consumer at 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 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.

### Products

Subject to the terms and conditions detailed below, Megarevo provides a voluntary product warranty (the Warranty) for the following products (**the Products**):

- MPS series including MPS0030, MPS0050, MPS0100, MPS0150, MPS0250, MPS0500

### Scope of Warranty

This Warranty only applies to newly purchased Products which have not been installed for any purposes before.

This Warranty is non-transferable except: where the Products are installed in a building, this Warranty will then transfer to any subsequent purchaser of that building or of the Products so long as the Products remain installed.

This Warranty only applies where Products have been installed by a properly certified battery installer (CEC approved), and correctly followed the installation manual.

## 1. Warranty Period

### 1.1 Product Warranty



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Megarevo provides 3 years warranty for the Products. The Warranty commences from (i) the date of installation or (ii) the 180th day after date the Product was manufactured, whichever is earlier.

## **2. Replace or Repair**

Subject to below, Megarevo will, at its sole option, repair or replace the Products or any part thereof, if such Products are faulty or defective in manufacture or materials.

Megarevo will endeavor to replace any Products which require to be replaced under this Warranty with products of equivalent appearance, size, and functionality on a like for like basis. Replacement of Products may not be brand new but with quality and specification compliant with the Product specifications. Where this is not feasible, due to technological advancements, Megarevo will supply another type of product of at least the same value and standard, although it may be of different size, shape, color and/or capacity.

If the Products are replaced within the Warranty Period, the remaining Warranty Period will be automatically transferred to the replacement products.

In respect of valid claims under this Warranty, the end-user will not be charged for reasonable costs associated with the making of a warranty claim, including warranty processing costs, the cost of replacement parts and freight. Reimbursement for necessary and reasonably incurred costs or expenses in making valid warranty claims under this Warranty may be claimed from Megarevo. Documentary evidence in support of such claim will be required.

This Warranty does not cover:

- any costs incurred by the end-user or the installer in normal or scheduled maintenance of the Products; or
- any other costs such as transportation (other than delivery costs of parts or Products replaced under this Warranty to the original purchaser), travelling and accommodation cost of persons for on-site support etc.;
- 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.
- any costs in making the warranty claim, which is invalid under this Warranty.



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### 3. Preconditions for Warranty

This Warranty is subject to the following conditions:

- The Products must have been installed and correctly commissioned by an installer who is properly trained and certified by Megarevo or the original purchaser of the Products. Proof may be required of correct commissioning of the Products (such as certificate of compliance). Claims for failures due to incorrect installation or commissioning are not covered under this Warranty.
- The Products must have its original serial number and rating labels intact and readable.
- Batteries should be stored indoor with a dry and clean environment and should meet the conditions defined below for Short Period and Long Period. Avoid contact with corrosive substances and stay away from fire and heat source.
- Short Period: ambient temperature at  $-20 \sim 45^{\circ}\text{C}$  for less than 1 month
- Long Period: ambient temperature at  $0 \sim 35^{\circ}\text{C}$  for more than 1 month
- Batteries that will not be used for a Long Period should be fully charged and discharged at least once per 6 months.
- 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 Megarevo.
- The operating temperature during the operation of the Products must not exceed  $-10^{\circ}\text{C} \sim 50^{\circ}\text{C}$  temperature range and the Products shall not be exposed and stored in a temperature higher than  $50^{\circ}\text{C}$ , and shall not be exposed in an installed area to direct sunlight. The Products installation location must be ventilated in accordance with the requirements of User Manual and Installation Guidance.
- Any warranty claim under this Warranty must meet the requirements set out below in the “Claims Process” section.
- A commissioning report should be signed by the end-user and the installer after commissioning and may need to present to Megarevo when required.
- Following the receipt of the replacement Products, the owner of the Products must return the allegedly faulty unit in the same packaging material as the replacement Products. Megarevo will supply all labels, documentation and freight details for the return of the allegedly faulty unit.



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All allegedly faulty units must be returned within 10 (ten) working days of the receipt of the replacement Products.

- A qualified installer must be available for the exchange of the Products and re-commissioning.
- As an original purchaser, he shall be responsible to work in good faith directly with Megarevo in order to limit, where reasonable and practical, the return of non-faulty Products. Megarevo will support 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 original purchaser must first contact Megarevo and fulfill the responsibilities under the “Claims Process” section

## 4. General Exclusions

This Warranty will not apply to a defect or fault to the extent to which one or more of these conditions arises:

- warranty period specified above has already expired;
- due to wrong deliveries, incorrect or damaged packing;
- due to storage, handling, installation (or removal and/or reinstallation) or commissioning of the Products otherwise than in accordance with instructions provided by Megarevo, applicable safety regulations or without reasonable care including installation of the Products which are of an inappropriate size or type for the intended purpose;
- due to operation, use or maintenance of the Products otherwise than in accordance with instructions provided by Megarevo or without reasonable care (including failure to maintain/clean the Products in accordance with recommendations in instruction/ operation manuals);
- due to accidental damage, theft or vandalism, or use of the Products 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 Products 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 Products with insufficient ventilation (in particular the maximum



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temperatures according to the operating manual), exposure to strong vibrations, exposure to a strong magnetic field or damage as result of Force Majeure event;

- from normal wear and tear or when replacement or repair of parts would be part of normal maintenance or service of the Products or where the damage is only to surface coating, varnish or enamel;
- as a result of repairs, alterations or modifications to the Products which have been performed by a third party not authorized by Megarevo;
- from the use of any spare parts not manufactured, sold or approved by Megarevo in connection with the repair or replacement of the Products; or as a result of the interconnection of the Products with products of another manufacturer; or as a result of any other defective or malfunctioning parts in the system into which the Products has been installed;
- where the nameplate or serial number of the Products is modified, altered or not readable;
- other damages not affecting energy generation and which are of a visual nature (e.g. surface scratching);
- continued use of the Products after they are known, or would have been known with regular servicing, to be defective;
- any incidental or consequential damages, loss of profits, loss of data or any other indirect damages;
- any costs or expenses incurred by the Customer for the procurement of substitute equipment or services;
- any attempt to extend or reduce the life of the Products without written confirmation from Megarevo, whether by physical means, programming or others;
- external influences including unusual physical or electrical stress (power failure surges, inrush current, lightning, flood, fire, accidental breakage, etc.);
- Product damage caused by external force, force majeure (causes of natural disasters such as unforeseeable, unavoidable and insurmountable objective events, including but not limited to war, civil war, strike, riot or other activities intervened by government, terrorism, war, riots, strikes, unavailability of suitable and sufficient labour or materials and other events which are out of control of Megarevo) or other third party;
- defects of Products arise due to renewal of the national or regional laws or regulations;



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- Product failure is not reported to Megarevo Authorized Service Partner within ten working days of appearance;
- Use of an incompatible inverter, rectifier or PCS

## 5. Exclusions for Failure to Connect to the Internet

It is required that all Products have internet or 3G/4G connection for service purpose. Where there is a temporary internet connection failure or outage lasting for 48 hours or less:

- Product Owner should inform Megarevo as soon as possible of such failure where it is for a period in excess of twenty minutes and put in place its own measures to monitor the products for defects during such outage period;
- Product Owner should put in place and implement, where possible, processes to collect and save system and product data locally so that the data produced by the system during the period of internet outage is retained, and promptly send on such data to Megarevo as soon as the internet is reconnected;
- Megarevo shall not be responsible for and the warranty shall not cover any failure to provide product or system updates which had been planned to occur remotely by way of internet connection during such period of outage;
- Megarevo shall not be responsible and the warranty shall not cover any resultant failure to remotely monitor/pick up on system or product defects or irregularities;
- Any defects found and reported during or in respect of a period when there was an internet outage should be accompanied by sufficient evidence (including photographs where relevant) to enable sufficient investigation into the defect and, where possible, show that such issue was not caused by the internet outage itself.
- The Products that are not connected to the internet the Warranty Period is then reduced to 1 years.
- Each time a warranty claim is made against the Products that have no internet connection, the owner of the Products is obliged to organize a qualified person to conduct an on-site inspection and data collection under the instruction of Megarevo.



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- Megarevo will monitor the performance of the Products and inform the owner of the Products via internet of any defects identified during the Warranty Period, provided that the Products are connected with internet. Otherwise, once become aware of a defect or potential defects in the Products during the Warranty Period, the Products' owner, should inform Megarevo as soon as is reasonably practicable.

## **6. Non-Applicability of Warranty Claim**

In case a warranty claim is reported which shows not to be valid, the costs incurred by Megarevo or Megarevo Authorized Service Partner due to this non-applicability of warranty claim shall be covered by Product Owner.

## **7. Out of Warranty**

As for the service for the Products out of Warranty, Megarevo agrees to provide certain after sales service to Product Owner upon the written request addressed to Megarevo Authorized Service Partner, and all the costs and expenses which include but not limited to the materials, parts or labour costs, shall be borne by Product Owner. In this case, Product Owner shall provide detail description of defects so that Megarevo or Megarevo Authorized Service Partner is able to detect whether such defect can be cured or not. For the avoidance of doubt, in no event will Megarevo be liable for the service out of warranty, and this Section 7 will not constitute the promise of Megarevo to provide such service out of warranty.

## **8. Warranty Restriction**

Unless otherwise specified herein, to the extent permitted by applicable law, the Warranty Letter and above remedies shall be exclusive and replace all other guarantees and remedies, oral or in writing, expressed or implied. To the extent permitted by applicable law, Megarevo expressly reject any and all legal or implied warranty, including but not limited to warranties of merchantability, fitness for a particular purpose and hidden or potential defects. If Megarevo cannot abandon implied warranty as prescribed by applicable law or the guarantee specified by applicable laws, all of such guarantees and warranties shall limit to implied warranty as prescribed



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by applicable law or the scope within applicable laws and shall be under mandatory application according to applicable law. No distributor, agent or staff of Megarevo and / or Megarevo Partner is authorized to make any revision, extension or addition to the quality Warranty. The legality and enforceability of remaining clauses herein shall not be affected or damaged if any of clauses herein is adjudged to be illegal or unenforceable.

Unless otherwise specified herein, to the maximum range permitted by applicable law, Megarevo will not be liable for any direct, indirect, special, accidental or derivative losses caused by the purchase or use of Products and its system, including but not limited to the loss of use, loss in income, actual or expected loss in revenue (including contract revenue losses), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, personal injury or damage loss, or the indirect or derivative loss or damage (including any expense arising from the replacement of equipment and property, resumption of production, etc.) caused by any reasons.

MEGAREVO'S LIABILITY FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY PRODUCT OWNER TO MEGAREVO FOR SUCH PRODUCT GIVING RISE TO THE LIABILITY. EXCEPTED FROM THIS IS LIABILITY ON THE GROUNDS OF CULPABLE INJURY TO LIFE, PHYSICAL INJURY OR INJURY TO HEALTH AND THE MANDATORY LIABILITY FROM INTENT OR GROSS NEGLIGENCE.

## **9. Dispute Resolution**

In case of any dispute in terms of warranty-claims, a first-class international testing institute shall be entrusted by Megarevo and Product Owner upon mutual consents in order to provide third party verification and comments. All fees and expenses shall be borne by the party that demanded such verification procedure, unless otherwise agreed.

The local courts of China shall have non-exclusive jurisdiction for further disputes about a warranty claim arising from this Warranty.

In case of a judicial assertion, the Megarevo Partner is not authorized to send or receive lawsuit documents.





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This Warranty shall be governed and construed in accordance with the laws of the Commonwealth of China, excluding the Convention on Contracts for the International Sale of Goods.

## **10. Claims Process**

If any Products fail within the Warranty Period, the owner of the Products must stop using the Products or the system in which the Products are installed as the case may be by isolating the Products from any energy source, and make a claim as soon as possible following all instructions provided by Megarevo, or the resellers from whom you have purchased the Products.

To make a Warranty claim under this voluntary warranty, please contact the resellers from whom you have purchased the Products, or contact Megarevo directly by the customer feedback system over online monitoring platform:

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Megarevo aims to rectify genuine quality problems as a priority which is generally achieved by investigating why defective products have failed and by introducing immediate corrective action measures to prevent re-occurring of the warranty failures. It is therefore critical that all claims under this Warranty are promptly submitted to Megarevo as soon as the Products fail, and in any event, within 4 weeks of knowledge 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.

## **11. Contact Details**

As the sole importer of this series inverter, this Warranty is offered by Alpha ESS Australia PTY. Ltd., Unit 1, 2 Ralph Street Alexandria NSW 2015.

For any questions, please contact +61 1300 968 933 or [info@alpha-ess.com](mailto:info@alpha-ess.com)

As the manufacture of this series inverter, here is the contact details of Shenzhen Megarevo Technology Co., Ltd., Building 2, Guangming Yunli Smart Park, No. 143, Guangmin District, Shenzhen.

For any questions, please contact +0755-21380136.



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## 12. Miscellaneous

This Warranty shall form part of the purchase contract in respect of the Products and shall be complied with by all parties involved.