



FranklinWH Products- AU Limited Warranty for End Users

Effective Date: September, 2025

FranklinWH Products Limited Warranty for End Users

This limited warranty applies to FranklinWH energy storage systems installed in Australia and New Zealand. It applies to the following FranklinWH products ('Products'):

Product Name	Product Model	Warranty Coverage
aPower	APR-05K13V1-AU	12 years
aGate	AGT-R1V1-AU	12 years
Smart Circuits Module	ACCY-SCV1-AU	12 years
Generator Module	ACCY-GENV1-AU	12 years

** The Energy Meter 3P, for both Solar (ACCY-3PMTERKIT-AU) and Grid (ACCY-3PM120CT-AU), are covered by a 2-year warranty.*

** The aGate communications module, which supports Ethernet, Wifi, and 4G, comes with a limited warranty of up to 5 years. However, this warranty does not cover the continuity, quality, strength, or coverage of 4G service at the location where the FranklinWH system is installed.*

This warranty only applies when the products are purchased from an authorized reseller and installed by an installer who is certified by FranklinWH Technologies Ltd. Co. (hereinafter 'FranklinWH') or its affiliate, FranklinWH Australia Pty Ltd.

The limited warranty includes a warranty period and performance warranty.

Performance Warranty

FranklinWH guarantees that the FranklinWH aPower will have the rated energy capacity of 13.6 kWh when this limited warranty begins, and the capacity retention will be not less than 70% of the rated capacity when 1) the 12-year warranty period expires, or 2) the aggregate energy throughput reached 43 MWh, whichever comes first. Provided the products are installed and used as per the requirements in the installation manual and the user manual.

Rated Energy Capacity

13.6 kWh₁

Energy Retention

70% at the end of the 12-year warranty period

Aggregate Throughput

43 MWh

NOTE:

1. The rated capacity measurement should be performed on a new system at 25 degrees Celsius and 2.5kW charge and discharge power.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE FURTHER LEGAL RIGHTS AND REMEDIES UNDER LOCAL LAWS IN YOUR COUNTRY. THE TERMS OF THIS WARRANTY WILL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. PLEASE SEE THE DISCLOSURES RELATING TO YOUR COUNTRY IN THE APPENDIX TO THIS WARRANTY. FOR A FULL DESCRIPTION OF YOUR LEGAL RIGHTS YOU SHOULD REFER TO THE LAWS APPLICABLE IN YOUR COUNTRY.

Remedies

If your FranklinWH system is defective within the warranty period, FranklinWH will, at its sole discretion, repair or replace your faulty device (aPower/aGate) with an equivalent product (new or refurbished). The remaining warranty period will be transferred to the repaired or replacement product. Under no circumstances will the original warranty period be extended as a result of your FranklinWH product being repaired or replaced.

FranklinWH can also refund you the actual purchase price of the defective products less reasonable depreciation based on use at the time of the warranty claim when 1) FranklinWH is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or 2) You are willing to accept such a refund.

In the event of a defect, to the extent permitted by law, the above-mentioned repair, replacement or refund are the sole and exclusive remedies that FranklinWH provide. FranklinWH's responsibility under this warranty extends to valid service tickets or replacement requests initiated before the expiration date of the warranty for items and services covered by the warranty, even if the resolution occurs after the warranty period has expired. All remaining liability shall terminate upon expiration of the warranty period.

Warranty Exclusions

This Limited Warranty **does not cover**, and FranklinWH will not be liable for any defects, damages, or performance issues caused by, arising from, or related to any of the following circumstances:

Misuse, Negligence, or Improper Use

Damage due to improper use, misuse, abuse, negligence, unauthorized modifications, or operating beyond intended conditions as outlined in product documentation.

Shipping, Handling, and Storage Damage

Damage incurred during shipping or transit. (**Note:** Report shipping damage immediately to your distributor or the shipper within five (5) business days.)

Damage caused by improper or negligent handling or improper storage, including but not limited to moisture exposure, extreme temperatures, physical impacts, or storage in conditions violating the conditions specified in the product's user manual, datasheets, or any provided instructions.

Installation-Related Issues

Installation performed by non-certified or unlicensed personnel, or installation not adhering to FranklinWH installation instructions, guidelines, or applicable local and federal electrical codes and standards. (Certification is required to carry out installations. Learn more at: [Installer Certification](#))

Removal, relocation, reinstallation, or alteration of the product from its original installation location without prior written consent from FranklinWH.

Unauthorized Repairs or Modifications

Repair, disassembly, modification, tampering, or replacement attempts performed by personnel not explicitly authorized by FranklinWH. Obtain authorization by starting a service ticket and to ensure personnel are FranklinWH Certified Installers.

Damage or defects arising from unauthorized third-party service or maintenance actions.

Purchase from Unauthorized Channels

Products obtained from sources are not officially authorized by FranklinWH.

External and Environmental Factors

Damage due to external environmental events, such as lightning, power surges, floods, tidal waves, fires, earthquakes, storms, or other force majeure.

Installation in conditions outside of FranklinWH guidance, such as extreme temperatures, humidity, altitude, or corrosive environments.

Physical or electrical stress beyond the documented operating conditions, including exposure to abnormal voltage, power surges, or interference. For detailed technical specifications, refer to the [Product Data Sheet](#).

Failure to Report Issues in a Timely Manner

Defects, damage, or performance problems not reported to FranklinWH or your certified installer within **two (2) months** from the date of occurrence or discovery.

Normal Wear, Tear, and Cosmetic Issues

Regular wear, cosmetic imperfections, dents, scratches, glue marks, discoloration, superficial defects, or cosmetic deterioration that do not materially affect product performance or reliability. Paint should be limited to external application for scratches and small damage as referenced in the FranklinWH installation manuals.

Normal operating noise or vibration that is below 50 dB and does not adversely affect system performance or reliability.

Remote Updates and Internet Connectivity

To maintain the full 12-year warranty coverage, your FranklinWH system **must maintain consistent internet connectivity** allowing FranklinWH to remotely update system software.

By installing the FranklinWH System and connecting it to the internet, you agree to allow FranklinWH to perform these remote software updates without prior notice, which may temporarily interrupt system operation.

If the FranklinWH System remains disconnected from the internet for more than **90 consecutive days**, FranklinWH will issue a notification requesting reconnection. If internet connectivity is not restored, the warranty period will automatically be reduced to a **four-year limited warranty** from the initial installation date.

Unregistered Products

FranklinWH systems **must be registered at the time of installation**. Systems that are not registered upon installation will only be eligible for a **four-year limited warranty** from the installation date.

Warranty Exceptions

This Limited Warranty does not cover, and FranklinWH will not be liable for any defects, damage, or performance issues caused by, arising from, or related to, any of the following circumstances

1. Product damage and defects caused by improper use, misuse, abuse, or negligence.
2. Damage caused by accidents, shipping, handling, or improper storage.
3. Products are installed in a manner other than what is specified in the installation manual.
4. Products are not purchased from a FranklinWH authorized sales channel.
5. Products are installed by personnel without appropriate electrical qualification and license for battery installation required by the federal and local laws.
6. Products installed or serviced by installers who aren't FranklinWH's Certified Installer.
7. Products are disassembled or dismantled without the prior consent of FranklinWH.
8. Damage caused by physical or electrical stresses such as, inclusive but not exclusive of, lightning, flood, tidal wave, fire, or incidental damage; or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the applicable Covered Product Data Sheet, including high input voltage from generators or lightning strikes.
9. Defects or performance failures caused by improper repair of the products carried out by technicians not approved by FranklinWH.
10. Defects or damage not reported to your certified installer or FranklinWH within 2 weeks of the occurrence.
11. Removal and reinstallation of your FranklinWH system at a location other than the original installation location, without the express written consent of FranklinWH.
12. Software programs installed in the Covered Products and the recovery and reinstallation of such software programs and data are not covered under this Limited Warranty.

In addition, this limited warranty does not cover 1) normal wear and tear or deterioration, or superficial defects, glue loss, dents, or marks that do not impact the performance of your FranklinWH system; 2) noise or vibration that is not excessive or uncharacteristic and does not impact your FranklinWH system's performance; 3) damage or deterioration that occurs after the expiration or voiding of the warranty period.

In order to provide the **full 12-year warranty**, FranklinWH requires the ability to update your FranklinWH system software through a remote network connection. During the upgrade process, the operation of FranklinWH system may be interrupted for a short time. By installing FranklinWH system and connecting it to the Internet, you agree that FranklinWH can update your system through these remote upgrades without notice. If your FranklinWH system has not been connected to the Internet for a month, we will notify you to connect it to the Internet. If the device continues to be disconnected, we will always provide you with a limited warranty of four years from the date you first install the FranklinWH system, subject to the exclusions and limitations specified in this limited warranty. It is important to register your system so that FranklinWH can contact you for system updates. We can only offer the four-year limited warranty to a system that is not registered at the time of the installation.

LIMITATION ON USE

THE FRANKLINWH PRODUCTS AND SYSTEM ARE NOT DESIGNED OR INTENDED FOR USE AS A PRIMARY OR BACKUP POWER SOURCE FOR LIFE-SUPPORT SYSTEMS, MEDICAL EQUIPMENT, OR ANY APPLICATION WHERE PRODUCT FAILURE COULD RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE.

FRANKLINWH EXPRESSLY DISCLAIMS ALL LIABILITY ARISING FROM SUCH USES OF FRANKLINWH SYSTEMS AND PRODUCTS. FURTHERMORE, FRANKLINWH RESERVES THE RIGHT TO DECLINE SERVICE FOR FRANKLINWH PRODUCTS USED IN THESE PROHIBITED APPLICATIONS AND DISCLAIMS ALL LIABILITY ARISING FROM SUCH SERVICE REFUSAL.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FRANKLINWH SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ECONOMIC LOSSES OF ANY KIND, PROPERTY DAMAGE OR LOSS, OR PERSONAL INJURY ARISING FROM ANY CAUSE, WHETHER IN CONTRACT OR TORT. FRANKLINWH'S TOTAL LIABILITY UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE PAID FOR YOUR FRANKLINWH PRODUCTS.

WARRANTY DISCLAIMER

THIS LIMITED WARRANTY CONSTITUTES THE SOLE EXPRESS WARRANTY PROVIDED FOR FRANKLINWH PRODUCTS. FRANKLINWH DISCLAIMS ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY OR IMPLIED, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AGAINST LATENT OR HIDDEN DEFECTS.

Additionally, this Limited Warranty does not cover:

- Damage from improper installation or maintenance.
- Unauthorized modifications or repairs.
- Normal wear and tear.
- Damage from external environmental factors, including but not limited to direct exposure to sunlight, snow, or rain.
- Damage from power surges or grid instability.
- Data loss or software compatibility issues.

Where such warranties cannot be legally disclaimed, FranklinWH limits their duration and remedies to those specified in this Limited Warranty.

MODIFICATIONS AND WAIVERS

No individual or entity, including FranklinWH employees or authorized representatives, may modify or waive any provision of this Limited Warranty.

FranklinWH may, at its sole discretion:

- Offer to cover costs for certain repairs not covered by this Limited Warranty
- Make such offers for specific covered products or on a case-by-case basis
- Make these decisions without creating any obligation to extend similar offers to other owners of the Products

If FranklinWH publishes any new or modified version of this Limited Warranty, such version shall apply only to Products ordered after the publication date of the modified warranty.

GOVERNING LAW AND JURISDICTION

This Limited Warranty shall be governed by and construed in accordance with the laws of the jurisdiction where the product was purchased. Any disputes arising from or relating to this Limited Warranty shall be subject to the exclusive jurisdiction of the courts in that jurisdiction.

SEVERABILITY

If any provision of this Limited Warranty is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

Warranty Claim Process

In order to make a claim under this Limited Warranty, please contact the installer or reseller who sold you the FHP system. If you are unable to contact your installer or reseller, you may contact FranklinWH using the contact information below. In this case, FranklinWH will process your warranty claim and may assign a service personnel, either from FranklinWH or an authorized service partner, to follow up with your case.

For a warranty claim to be processed, please prepare the following information.

- 1) Proof of the original purchase of your FHP system, or any subsequent transfers of ownership.
- 2) A description of the alleged defects.
- 3) The serial number of the aPower X or aGate X, and its installation date.

If a replacement is needed, before sending the defective device back to FranklinWH, an RMA (Return Merchandise Authorization) number must be obtained from FranklinWH, otherwise FranklinWH will not bear the shipment cost, or the returned device might be refused.

Contact Information for FranklinWH

Telephone: 1800 161 300

Email: service-au@franklinwh.com

Address: Suite 4, Level 4, 4 Drake Ave, Macquarie Park NSW 2113

Appendix-Country Specific Disclosures

• Australia

THIS WARRANTY IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT OR LIMIT ANY RIGHTS A CUSTOMER HAS UNDER THE 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 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.

• New Zealand

THIS WARRANTY IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT OR LIMIT ANY RIGHTS A CUSTOMER HAS UNDER THE CONSUMER GUARANTEES ACT 1993 AND THE FAIR TRADING ACT 1986 (THE "NEW ZEALAND CONSUMER LAW"). IF THE PRODUCT IS ACQUIRED FOR THE PURPOSES OF A BUSINESS THEN THE CONSUMER GUARANTEES ACT 1993 SHALL NOT APPLY.

YOUR RIGHTS UNDER NEW ZEALAND CONSUMER LAW MAY ALSO APPLY TO ANY REPAIRED OR REPLACEMENT FRANKLINWH.



FranklinWH Australia Pty Ltd.

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