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## TERMS AND CONDITIONS

### 1. INTERPRETATION

- 1.1. In this Contract some words have specific meanings. These are shown in the Definitions section of this Contract.

### 2. TERM

- 2.1. The Contract starts on the Contract Date and will end ten (10) years thereafter unless we end it earlier under Clause 10.

### 3. EDF POWERVault PACKAGE

- 3.1. Under this contract, you have the option to buy the Battery either with a Grid Services option or without. If you purchase with Grid Services you will receive an annual payment for 10 years from EDF in return, as detailed in the Charges section set out under Section 2:
- 3.1.1. If you choose to buy the Battery with the Grid Services option and receive an annual payment from EDF, this will be in exchange for you agreeing to allow us to access your Battery in order to undertake Grid Services at our discretion during the lifetime of this contract, as further described in Part B of Section 2. We will make this one-off payment every year to you by cheque or another payment method that we determine, in the amounts listed under Section 2. To receive this payment every year you must however keep us informed of any changes to your circumstances, such as a change of address, which would allow us to make this payment every year.
- 3.1.2. If you choose to buy the Battery without the Grid Service options, then we will refrain from accessing your Battery in order to undertake the Grid Services. In this case, you will not be entitled to any payments from EDF following your purchase of the Battery.

### 4. INSTALLATION OF THE BATTERY

- 4.1. The Standard Installation Package which is included within the Charges is detailed in Section 2.
- 4.2. We may request you to provide photographs and measurements which we will use to carry out a remote survey of your proposed installation location.
- 4.3. We will carry out a physical site survey of your premises before we provide the Battery on a date we will agree with you in advance. No charge will be made for this initial site visit. If you don't give us safe access on the survey date we agree, we may charge you an Abortive Visit Charge which is shown in Charges detailed in Section 2.
- 4.4. If additional works, above and beyond the Standard Installation Package are required, we will quote for these based on the Charges shown in Section 2.
- 4.5. Unless any of the exceptions set out in this Contract applies, we will try to complete the installation works and set-up activities set out in Section 2 to install, test and commission the Battery (the "Installation") on the Installation date agreed with you. However, we may not be able to complete the Installation or set up if:
- 4.5.1. you have not met your obligations under this Contract; we believe it would be unsafe or inappropriate to carry out all or part of the Installation;
- 4.5.2. we have told you we need to carry out a site survey but we have not been able to carry it out for any reason;
- 4.5.3. we tell you that Additional Works are necessary but you do not agree to those being carried out;
- 4.5.4. we are unable to do so for any reason outside of our reasonable control
- 4.6. and we will not be responsible for any loss you suffer in those cases. If any of the above apply, we may end this Contract. You give your consent to us carrying out all tests that we believe are needed to

Install the Battery, including isolating or temporarily switching off any systems at your Premises. If, based on the result of any tests, we believe it is not appropriate to Install the Battery, we will discuss and quote for any Additional Works that may be required, or may charge you an Abortive Visit Charge as detailed in Section 2 if relevant information was not provided

- 4.7. If the site survey, installation tests or issues found on your Premises during the Installation give rise to Additional Works above and beyond those included in the Standard Installation as described in Section 2, the installer will provide you with a quote based on the rate card shown in the Section 2. These Additional Works will be added to the total cost of the Battery and payable in accordance with Part C of Section 2. If you refuse to have these Additional Works done by us, then we reserve the right to not install the Battery and cancel this contract, reimbursing you for the Charges you have paid us, minus any reasonable costs we have incurred.
- 4.8. We will tell you when the Installation is complete. After Installation we may need to test the Battery in your presence. If problems occur, we will investigate. If a problem is caused by the Installation we will make good the required repairs. When this is done you will become responsible for the Battery and the Battery is now under Warranty.
- 4.9. We will not be responsible for any problems which the tests show are not caused by the Installation. If there are any problems which are not caused by the Battery then you will need to fix these (at your cost) and agree a new appointment with us to finish Installing the Battery. We may choose not to fit, or to remove, the Battery until the problems are fixed. We may also charge you an Abortive Visit Charge as detailed in Part C of Section 2. If the problems are not fixed within 28 days then we reserve the right to end this Contract.
- 4.10. Once Installation is complete we will give you the Batterys User Manual. You will need to confirm that you've received and understood it. If you don't give this confirmation then we reserve the right to remove the Battery and charge you our costs of doing so, and then end this Contract.
- 4.11. Once you have confirmed you've received and understood the Batterys User Manual we will transfer ownership of it to you.

### 5. BATTERY WARRANTY

- 5.1. Once you have paid the Charges in full, the Battery is installed and registered on the Powervault Portal, you will have the benefit of the Battery Warranty. The Battery Warranty will last for the Warranty Period and you can transfer it to any person who buys the Battery from you.
- 5.2. Your only remedy for problems with the Battery and/or the Installation will be a claim you make under the Battery Warranty. If you make a claim and the problems are due to a defect in the Battery or the Installation, our Contractor will, during the Warranty Period, make all repairs and maintenance for the Battery so that it works as intended.
- 5.3. Full details of the manufacturer Warranty, provided by Powervault Ltd are listed in Section 3.

### 6. ACCESS TO THE PREMISES AND FACILITIES

- 6.1. You agree to give us and our Contractors access to the Premises to carry out any site survey, the Installation, for repairs and for any other reasons during the lifetime of this Contract arising in connection with or as a result of the Grid Services, or where we believe the Battery may not be safe or functioning correctly.
- 6.2. You, or another person acting on your behalf who has appropriate knowledge of the Premises, will need to be present during Installation and support us as necessary.

- 6.3. You must let us know of any health and safety hazards known to you on the Premises and details of actions taken to manage these hazards.
- 6.4. Should an issue arise with your Battery at a later date that affects our ability to carry out Grid Services we may require access to your Battery to carry out remedial works. We will contact you to arrange this.
- 6.5. If we find that the issue has been caused by you (for example, through tampering with the Battery or not using it in line with the Battery User Manual) then we may charge you the cost of the remedial works. Refusal to allow these works to be carried out will be seen as you ending this Contract and termination fees will apply.
- 6.6. If we cannot resolve an issue which we find you have caused, we may treat that as you ending this Contract and termination fees will apply.

## 7. YOUR OBLIGATIONS

- 7.1. You agree to:
  - 7.1.1. Co-operate, assist and give any information needed by us and our Contractors to allow us to comply with our obligations;
  - 7.1.2. get and maintain all necessary Consents, and comply with all Laws to allow us to comply with our obligations;
  - 7.1.3. be responsible for and make sure that the Premises is ready for the Installation (and any site survey or remedial works, if applicable).
  - 7.1.4. not block or interfere with us or a Contractor in the performance of the Contract;
  - 7.1.5. be responsible for all health, safety and security at the Premises;
- 7.2. If you don't do any of the above, then at our choice:
  - 7.2.1. we will be entitled to an extension of time to complete the Installation as needed; or
  - 7.2.2. we may end this Contract;
  - 7.2.3. and in either case you will be responsible for all costs suffered by us or our Contractor.
- 7.3. It is your responsibility to:
  - 7.3.1. notify your feed in tariff supplier that you have installed Battery storage;
  - 7.3.2. check with your energy supplier about compatibility of a Battery system and feed in tariffs with a smart meter if you have one currently or install one in the future;
  - 7.3.3. get permission from your system owner if you lease your solar PV system, for example as part of a power purchase agreement or on a PV for Free scheme before installing the Battery
  - 7.3.4. ensure you are on a suitable energy tariff if you want to make use of the Battery's ability to charge overnight. Talk to your energy supplier should you wish to change energy tariff.
  - 7.3.5. Ensure an "always-on" internet connection is available at the place of Installation of the Battery at all times, whether you are on the Grid Services option or not. Because we cannot upload software updates or operate Grid Services without internet access to the Battery, if you don't give us this access then we will treat that as you ending this Contract, with the exception of instances where internet connection is disrupted temporarily due to events beyond your control such as when your broadband provider's systems malfunction causing your internet connection to be suspended.
  - 7.3.6. Let us know if a change in your circumstances has occurred, such as a change of address or a change in occupier at the premises where the Battery is installed, which would impact on our ability to make

payments to you which would apply if you purchased the Battery with the Grid Services option. We shall have no liability for failure to make such payments where we have not been provided with the information we need to enable us to do this.

## MOVING HOME

- 7.4. You must let us know if you move home and no longer own or occupy the premises at which the Battery is installed. You can do this by contacting us on [Powervaultqueries@edfenergy.com](mailto:Powervaultqueries@edfenergy.com).
- 7.5. Once you have moved home, our contract with you will end.

## 8. PAYMENT

- 8.1. When ordering a Battery, you agree to pay up-front a £500 deposit to secure your order. If you cancel your order in accordance with this Contract, we will reimburse this deposit amount.
- 8.2. You agree to pay the remaining Charges, including any Additional Works Charges identified and communicated to you following the site survey, in full before we deliver and Install the Battery.
- 8.3. Any charges to be paid by you under this Contract are inclusive of VAT.

## 9. LIABILITY

- 9.1. We will have no responsibility to you unless we are negligent or breach this Contract, and either:
  - 9.1.1. the Installation or use of the Battery physically damages your Premises; or
  - 9.1.2. subject to clause 4 and to you complying with your obligations, we fail to Install the Battery or transfer ownership of it to you. If this happens then your only remedy will be to get a refund from us of the Charges you have already paid.
- 9.2. Neither We nor our Contractor will have any responsibility at all for any losses you suffer which are caused by your failing to comply with your obligations under this Contract or with the Battery User Manual.
- 9.3. We don't offer any guarantee or assurance that you will achieve a particular level of energy savings, bill savings, or reduction of emissions.
- 9.4. We will not be responsible to you for Indirect Loss.
- 9.5. Nothing in the Contract excludes or limits your or our responsibility for any breach of clause 14, or under any indemnities in this Contract, or for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or your obligation to pay us the Charges in accordance with this Contract.
- 9.6. Our maximum liability to you under this Contract will not be more than the amount of the Charges.
- 9.7. You will indemnify us for any losses we may suffer which are caused by:
  - 9.7.1. Us being sued by someone other than yourself because of your breach of the Contract;
  - 9.7.2. Any environmental conditions, including hazardous materials, on the Premises and any violations of any Consents or Laws; or
  - 9.7.3. any breach of any of the warranties set out in this Contract; or
  - 9.7.4. any breach of clause 14.

## 10. TERMINATION & CANCELLATION OF BATTERY PURCHASE

- 10.1. To cancel this Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is contact our Customer Services team by telephone on 020 3653 1145. We will

confirm this in writing to you. From the day of successful Installation of the Battery you have a 14-day cooling-off period during which you can cancel this Contract. This means that if you change your mind or decide for any other reason that you do not want to keep the Battery during the Cancellation Period, you can notify us of your decision to cancel the Contract and receive a refund of monies paid by you for the Battery.

- 10.2. If you do use your rights to cancel within the cancellation period and we have already carried out work to install your Battery, then you must allow us to uninstall and take back the Battery. We will be entitled to charge you costs we incur if we do this. These costs could be significant, so if you are not sure that you want us to Install the Battery, you should not enter this Contract, or if you have already done so should contact us before your Installation appointment.
- 10.3. As well as using any of our other rights and remedies we may end this Contract if:
  - 10.3.1. You cease to own or occupy the premises at which the Battery is installed;
  - 10.3.2. you cease to have any Consent(s) or do not keep to any of the Contract's terms;
  - 10.3.3. our contract with our Contractor terminates;
  - 10.3.4. you have any form of insolvency or bankruptcy proceedings brought against you;
  - 10.3.5. we reasonably believe that you have stolen energy or deliberately interfered with any electrical equipment, or the Battery;
  - 10.3.6. circumstances beyond our reasonable control mean we are not able to carry out this contract (for example, anything any other energy supplier, distributor, or other person does or fails to do); and/or
  - 10.3.7. we are no longer licensed as an energy supplier or are asked to stop carrying out any of our activities by Ofgem or another industry regulator.
- 10.4. Where we have a right of termination under this Clause 10, instead of terminating the Contract we may suspend performance of all or any part of it. We may still terminate the Contract at any time during any such suspension.

## 11. CONSEQUENCES OF TERMINATION

- 11.1. Once this Contract ends:
  - 11.1.1. the following provisions will continue in force: Clauses 1, 5, 7, 8, 10, 13, 14 16 and Section 1;
  - 11.1.2. the accrued rights or remedies, obligations or liabilities of either of us existing at the time will not be affected;

## 12. ACT OF GOD

- 12.1. If we are stopped from performing any of its obligations due to an Act of God, we will not be in breach of these obligations as long as the Act of God continues.
- 12.2. If this happens we will let you know as soon as possible once we know. If an Act of God continues for more than 1 month we may cancel this Contract and will not be responsible for any losses suffered as a result.

## 13. CHANGE IN LAW

- 13.1. If any Law is changed and this affects any element of this Contract so that we are not able to Install the Battery, operate Grid Services in the way we anticipate at the Contract Date, or so that it becomes more expensive for us to do either of these things, or so that we cannot benefit from any of our rights under this Contract to the

same extent as we could before the change of Law, we will be permitted to make changes to it by letting you know in writing. If you do not agree with the change we make, you can end this Contract by giving us written notice.

## 14. INTELLECTUAL PROPERTY RIGHTS

- 14.1. You agree to give us the right to use any drawings, plans or other items relating to the Premises for the purpose of this Contract. If any other person has any rights to any of these items, you will make sure you have the right to allow us to use them before you provide them to us.
- 14.2. Any Intellectual Property Rights created as a result of this Contract will be our property.

## 15. USE OF DATA

- 15.1. We respect your privacy and are committed to providing you with a clear understanding of how we use your data. To find out about the ways in which we protect and use your data, please visit our Privacy Notice and Policy at [www.edfenergy.com/terms-conditions/privacy-cookie-policy](http://www.edfenergy.com/terms-conditions/privacy-cookie-policy). If you'd like a hard copy of the privacy policy you can contact us on 0800 096 9000 and we'll post it to you.

## 16. GRID SERVICES

- 16.1. If you have chosen to take Grid Services then the Grid Services additional conditions in Section 2 will apply.

## 17. ADVICE AND COMPLAINTS

- 17.1. If you have any concerns or complaints we're here to help. To contact our complaints team call 0800 096 9000 (Monday to Friday 8am to 8pm and Saturday 8am to 2pm) or email [customer\\_correspondence@EDFenergy.com](mailto:customer_correspondence@EDFenergy.com) or write to: FREEPOST: EDF Energy – Plymouth.
- 17.2. If you have an issue with the Battery post installation contact Powervault under the terms of the warranty. Details are available in Section 3.

## 18. MISCELLANEOUS

- 18.1. You cannot transfer your rights or obligations under this Contract without us agreeing to this in writing in advance.
- 18.2. We can subcontract any of our obligations under the Contract without your permission, however if so we will ensure our Contractor remains responsible for such obligations.
- 18.3. If any clause of this Contract becomes illegal, invalid or unenforceable, that clause will apply with whatever deletion or change is needed so that it continues to be legal, valid and enforceable.
- 18.4. Except under Clause 13, neither of us can change the Contract without the other's agreement in writing.
- 18.5. No failure to exercise any right will stop us exercising that right in future.
- 18.6. The Contract sets out the entire agreement between us in relation to this subject matter.
- 18.7. Except as expressly set out in the Contract, a person who is not Party to the Contract may not enforce any term of the Contract under the Contracts (Rights of Third Parties) Act 1999.
- 18.8. English law governs the Contract and its interpretation and any non-contractual obligations arising from or connected with it and agree that English courts have exclusive jurisdiction to settle any dispute arising as a result of this Contract.

## SECTION 1 - DEFINITIONS

**“Additional Works”** means any works which are not included in the Standard Installation Package and for which you may be charged by the installer in accordance with Part C of Section 2.

**“Contract”** means the contract between you and us, made up of these Terms and Conditions.

**“Contract Date”** is the date we accept your order. We will confirm this to you in writing at the time.

**“Law”** means in relation to any person, undertaking and any circumstance, all laws, regulations, standards or codes determined by any governmental or regulatory authority which apply to such person, undertaking or such circumstance from time to time and shall include Environmental Laws.

**“Battery User Manual”** means the documentation setting out the manner in which you should store, maintain, use and otherwise deal with the Battery and any ancillary items (including, without limitation, any pre-existing equipment to which the Battery may be connected and any consumables associated with the Battery).

**“Battery”** means the smart energy storage (Powervault) system, as further described in Section 2 Part A (The Battery), including all ancillary equipment.

**“Battery Warranties”** means the warranties set out in Section 3 and any such additional warranties as may be provided by a Contractor to us from time to time.

**“Business Day”** means a day (other than a Saturday or Sunday) on which banks are open in London for the transaction of general business.

**“Charges”** means the charges in respect of the Installation and purchase of the Battery at either the discounted or non-discounted price, as set out in Section 2 of this contract, and any other costs and expenses incurred by us under or pursuant to this Contract.

**“Competent Authority”** means any local, national or supranational agency, authority, department, inspectorate, minister, official, court, tribunal or public or statutory person (whether autonomous or not) of the United Kingdom (or the government thereof) or the member states of the European Union which have jurisdiction over either of the Parties or the subject matter of the Contract.

**“Consents”** means any permissions, consents, approvals, authorisations, licences, certificates and permits issued by any Competent Authority or a court of competent jurisdiction.

**“Contractor”** means any of our contractors or subcontractors (including their permitted sub contractors) engaged to perform any of our obligations under the Contract or otherwise provide works and/or services for us, or on our behalf of, in connection with the Contract, included but not limited to Powervault.

**“You”** means the buyer of the Battery.

**“We, us, our”** means EDF Energy Customers Limited, registered in 90 Whitfield Street, London W1T 4EZ, incorporated in England and Wales.

**“Environmental Law”** means any and all present and future laws relating to the environment, human health, public safety, protected animal or plant species, cultural resources, preservation or reclamation of natural resources, or hazardous materials.

**“Grid Services”** means the grid balancing services we may undertake under this Agreement as further detailed in Part B of Section 2;

**“Act of God”** means, in relation to either Party, any event or circumstance which is beyond the reasonable control of such Party (not including an event or circumstance caused by the negligence or lack of care and attention of that Party or its officers or employees) but otherwise including an act of God, strike lockout or other industrial disturbance, sub-contractor failure, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, lightning, fire, storm, flood, earthquake, lack of water arising from weather or environmental problems, explosion, government restraint.

**“Indirect Loss”** means any indirect or consequential loss, including any loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, loss of use or corruption of software, data or information (to the extent the same constitute indirect or consequential loss).

**“Intellectual Property Rights”** means all intellectual property rights and industrial rights including, patents, trademarks, service marks and trade or business names (including rights in goodwill), design rights, copyright (including copyright in plans, designs and computer programme), database rights, semiconductor topography rights, domain names, know-how and any similar or analogous rights to any of the foregoing which may subsist at any time in any part of the world (whether the foregoing rights are registered, unregistered or form pending applications or are un-registrable) and including any rights to apply for the foregoing.

**“Parties”** means us and yourself and “Party” shall be construed accordingly.

**“Powervault”** means Powervault Limited incorporated and registered in England and Wales with company number 08313356 whose registered office is at 105, Sumner Street, London, SE1 9HZ.

**“Premises”** means the address where you have indicated you would like to have the Battery installed.

**“Standard Installation Package”** means the installation works and locations included within the price of the Charges at the time you place an order for the Battery, as detailed in Part C of Section 2;

**“Warranty Period”** means the warranty period set out in Section 3.

## SECTION 2

### PART A – BATTERY SPECIFICATION

The detailed specification for the Powervault 3 Battery can be viewed at here ([https://www.edfenergy.com/sites/default/files/powervault3-techspecs-edf-a5x2\\_v5.pdf](https://www.edfenergy.com/sites/default/files/powervault3-techspecs-edf-a5x2_v5.pdf))

### PART B – GRID SERVICES, PROVISION OF SERVICE AND TERMINATION

- 1 This Part B only applies where you have opted to buy the Battery with the Grid Services option.
- 2 When you purchase Powervault 3 Battery with Grid Services option from us you are agreeing to enter into the Contract in accordance with the Terms and Conditions for a fixed term of 10 (ten) years. As part of this, we reserve the right throughout this term to undertake certain grid balancing services collectively termed Grid Services. You are able to see when Grid Services is active on your battery through the Powervault customer portal.
- 3 By entering into this Contract, you agree to allow us to charge and discharge your Battery at our discretion. This may mean that other parties assist us in doing so.
- 4 If you buy the Battery with Grid Services, EDF will make an annual payment to you for 10 years, by cheque or another payment method that we determine, in exchange the use of your Battery in the amounts listed below, in arrears. The payment will be made every year on the anniversary month of your original installation date. For example if your Battery was installed in April 2020 you would receive your first payment in April 2021 and in the subsequent 9 years in April.
- 5 In order to make this payment, you have an obligation to notify us of any change in your circumstances, such as a change of address, which would enable us to make this payment throughout the 10 year term. We will have no liability to you if we are unable to make this payment because you have not provided us with the necessary information in order to do so.
- 6 If we have not accessed your Battery to undertake any Grid Services in a calendar year no payment will be made to you in respect of that calendar year. If however we have accessed your Battery even if only once in a calendar year the full amount due to you as listed under Part C below will be paid.
- 7 If you have a smart meter installed we may request access to your half-hourly smart metering data.
- 8 You may remove the Grid Services option from your Battery purchase at any time upon giving us at least one (1) calendar month's notice. If we have accessed your Battery to undertake Grid Services within that year we make the relevant payment owed to you.
- 9 If you want to end the Grid Services option please contact us at [powervaultqueries@edfenergy.com](mailto:powervaultqueries@edfenergy.com)

### PART C – CHARGES AND INSTALLATION OF THE BATTERY

The cost of the Battery and associated Grid Service payments due to you every year if you purchase the Battery with the Grid Services option are below

	Price Price inc VAT	Grid Services Payment per annum	Total Grid Service Payment over 10 years
4kWh Battery package, standard installation	£5,599	n/a	n/a
8kWh Battery package, standard installation	£7,999	n/a	n/a
4kWh Battery package, standard installation, EDF Grid Services	£5,599	£50	£500
8kWh Battery package, standard installation, EDF Grid Services	£7,999	£100	£1,000

### STANDARD INSTALLATION PACKAGE

Whichever option you choose from the above, the Charges paid by you will include a "Standard installation" package if the following requirements are met:

#### Geographical location

1. Geographical location is in mainland Great Britain
2. Due to the weight of the Powervault battery, delivery to some UK locations carries an additional transportation cost. Delivery costs are included in the Standard Installation Package except for the following postcodes, where we will quote for the additional delivery cost, in addition to the package price:
  - a) England: CA, TR1-93, EX23, PL10-15, PL17-18, PL22-35, NE48-71
  - b) Wales: LD, SA19-80, LL, NP8, SY15-20 & SY23-SY99
  - c) Scotland: Scottish Isles, AB23, AB30-99, DD, DG, FK, IV, KA, KW, ML, PA, PH
3. Additional delivery costs are payable in advance of installation and are non-refundable

#### Location / Environment

1. The location where the Battery will be Installed must be indoors, being a utility room, hallway, living room, garage, basement or other indoor location where:
  - a) temperature remains between 0oC – 35oC



- b) relative humidity remains between 40% - 60%
- c) there are systems in place to prevent condensation
- 2. The location must accommodate the physical dimensions of the Battery system and permit air flow to/from the Battery chassis; nothing should cover or seal the air grilles. A gap of 20cm is required on all sides of the Battery.
- 3. The location's floor/wall must withstand the weight of the Battery
- 4. The location must be easily accessible and should not involve any clearing, tidying, or work that involves the unreasonable preparation of the location for installation
- 5. The Battery has cooling fans which switch on and off. Please ensure take this into account when choosing your location

## Wiring

- 1. The location must be within a wiring distance of 10 metres from the consumer unit (fuse box)
- 2. The location must permit "simple wire routing" from the Battery to the consumer unit. "Simple wire routing" is defined as wiring that does not require drilling through walls or routing through more than one room
- 3. There must be a spare breaker in the consumer unit to connect the Battery system to the house supply
- 4. The location must have an accessible internet supply, which the Battery can connect to via Ethernet, Powerline or Wi-Fi
- 5. The Powervault 3 can be installed in either an AC or DC connected configuration. AC configuration is included in the Standard Installation. If you require DC connection an additional Charge is made, as detailed in the Charges in Section 3
- 6. Your existing solar inverter can be retained (AC installation) or replaced with the Powervault 3 integral inverter (DC installation). If you require DC connection an additional Charge is made, as detailed in the Charges in Section 3. Upgrade of the inverter can be carried out at point of installation or at a later date. If at a later date, a quote will be given at the time

The "Standard installation" package includes the following:

- a) Pre-delivery: pre-installation remote (off-site) survey using information and pictures of the site sent by the Customer to Powervault and on-site survey carried out by our surveyor
- b) Delivery: see Geographical location section for postcodes with additional delivery costs.
- c) Unpacking and assembly of the Battery system on site
- d) The installation of the Battery system in the specified location, in the agreed configuration
- e) Connecting, via "simple wire routing" (see definition, above), the Battery to a spare breaker in the consumer unit, including the associated conduit wiring of up to 10 metres (wiring distance)
- f) Connecting the Battery to an internet supply via either Ethernet or Powerline or Wi-Fi
- g) Commissioning the Battery online, including registration on the Powervault Customer Portal
- h) Testing and confirming the Battery system is operating in accordance with its technical specifications
- i) Quick overview of the Powervault Portal
- j) The removal of all packaging from site
- k) Three hours of the Installer's time on site, or the total amount of time required to complete the above items that constitute the "standard installation" package

**ON-SITE SURVEY**– Prior to visiting your property, we may request you to provide photographs and measurements which we will use to carry out a remote survey of your proposed installation location. We will carry out a physical site survey of your premises before we install the Battery on a date we will agree with you in advance. No charge will be made for this initial site visit. If you don't give us safe access on the survey date we agree, we may charge you an Abortive Visit Charge which is shown in Charges detailed in Section 2.

## ABORTIVE VISIT CHARGE

You and the Installer reserve the right to cancel a scheduled on-site survey or installation visit up to one working day (Monday – Friday, 9am – 5pm) before the scheduled appointment. However, if you do not attend the appointment and you have not cancelled the appointment and the Installer attends your Premises to fulfil either the on-site survey or installation, you will be liable to pay an "Abortive Visit Charge" as detailed below.

Where the Installer attends your Premises to Install the Battery or carry out a site survey or Additional Works and you, or a person appointed on your behalf, are not present, the Installer shall first attempt to contact you by phone and request your presence on site. Should you be able to return within thirty minutes of the call, the Installer shall remain at the Premises, and will carry out the Installation of the Battery upon your return. If you cannot attend the Premises within thirty minutes of the call, you are liable to pay an "Abortive Visit" charge, detailed in the Charges below.

## ADDITIONAL WORKS

Additional works required to complete the Installation of the Battery beyond what is included in the Standard Installation may be identified during either the remote off-site survey or the on-site survey. We will provide a quote for these works, based on the charges below and if the Installation of the Battery requires any of such additional works you will be expected to cover the cost of any additional materials and/or labour required.

You can choose to have the additional works completed by another qualified person but we would require evidence of the suitable completion to our satisfaction prior to installing the Battery.

If, on the day of Installation, the scope of Installation or Installation location has changed from what was advertised and identified during either the remote or on-site survey process, you are liable to pay for any additional, unforeseen works that may be required to install the Battery. Any such additional, non-standard works which fall outside the Standard Installation package and their associated costs will be charged as shown in the Charges below.

## CHARGES

Charge	Description	Price inc VAT
Delivery costs	Battery delivery cost for following postcodes: <ul style="list-style-type: none"> <li>• England: CA, TR1-93, EX23, PL10-15, PL17-18, PL22-35, NE48-71</li> <li>• Wales: LD, SA19-80, LL, NP8, SY15-20 &amp; SY23-SY99</li> <li>• Scotland: all Scottish Isles, AB23, AB30-99, DD, DG, FK, IV, KA, KW, ML, PA, PH</li> </ul>	Price on request
Initial site survey	Initial site visit by Installer to identify work required to install the Battery in Customer Premises	Free
Additional On-site Survey	If additional site surveys are required e.g. following a change of location request by the customer	£150
Abortive visit	The Installer's scheduled appointment is aborted by the Customer, or as a result of the Customer failing to perform their contractual obligations, or where the Premise is not suitable.	£230
Additional Works		
Wiring	Installation in a DC format	£500
	Additional conduit wiring, inc. drilling of holes and laying of cables	£60/hour
	Preparing and reinforcing of wall or floor	£60/hour
	Installation of a new mini consumer unit	£60/hour
	Any other non-standard work required for installation	£60/hour
Labour	Additional conduit wiring, inc. drilling of holes and laying of cables	£60/hour
	Preparing and reinforcing of wall or floor	£60/hour
	Installation of a new mini consumer unit	£60/hour
	Any other non-standard work required for installation	£60/hour
Materials	Additional conduit wiring	£4.80/metre
	Materials used to prepare and reinforce the wall or floor	Cost + 10%
	New mini consumer unit	£72
	Any other materials required for installation	Cost + 10%
Removal of all equipment	Removal of equipment if cancellation during cooling off period is invoked	£360

All Charges are payable in advance and are non-refundable



## UPGRADES

The following upgrades to the Powervault 3 are available. These are in addition to the EDF offer.

- Purchase an oversized chassis in order to accommodate additional capacity in the future

	4.1kWh	8.2kWh	12.3kWh	16.4kWh
Chassis to 8.2kWh	£ 600.00			
Chassis to 12.3kWh	£ 960.00	£ 600.00		
Chassis to 16.4kWh	£ 1,680.00	£ 960.00	£ 600.00	
Chassis to 20.5kWh	£ 2,280.00	£ 1,680.00	£ 960.00	£ 600.00

- Purchase additional battery packs to increase capacity

	4.1kWh	8.2kWh	12.3kWh	16.4kWh
Chassis to 8.2kWh	£ 3,540.00			
Chassis to 12.3kWh	£ 7,080.00	£ 3,540.00		
Chassis to 16.4kWh	£ 10,620.00	£ 7,080.00	£ 3,540.00	
Chassis to 20.5kWh	£ 14,160.00	£ 10,620.00	£ 7,080.00	£ 3,540.00

- Other upgrades

Description	Price inc VAT
Upgrade inverter power from 3.7kW to 5.5kW. (Not available for 4.1kWh Powervault 3)	£ 600.00
Upgrade solar inverter to DC input	£ 600.00
Emergency power upgrade: UPS	£ 2,400.00

All Upgrades are payable in advance (upon receipt of invoice) and are non-refundable

## WAYS TO PAY

Deposit payment is via debit or credit card through our secure online payment portal

Balance of payments can be made via

- Debit or credit card through our secure payment portal
- BACs payment. Receipt of funds will be confirmed before installation takes place
- Finance offers that are detailed on our web pages at time of purchase or another payment method that we determine is acceptable.

We do not accept cash. Payment methods may be added or removed without notice.

## SECTION 3 – BATTERY MANUFACTURER WARRANTY

### Powervault – Limited Warranty Repair and/or Replacement

1. **Purpose:** This Limited Warranty for repair and/or replacement of faulty parts is included in the retail price of Powervault Product sold from 01 June 2018; and until Powervault updates this Limited Warranty document.
2. **Definitions:** In this Warranty document, the following terms, which commence in capital letters, have the following meanings:
  - “Base Product” – includes all components and parts that constitute the Powervault Product (e.g. inverter/charger, control boards, enclosure) other than the Battery Pack,
  - “Battery Pack” – the Lithium-ion battery pack,
  - “Data Sheet” – the document providing product information on the Powervault Product,
  - “Powervault Product” – the combination of the Base Product and the Battery Pack,
  - “Production Date” – the date recorded by Powervault that the Powervault Product, identified by the serial number, completed its production and manufacturing process.
3. **Warranty Data Sheet:** This document outlines the terms of this Limited Warranty (“Warranty”). For each Powervault Product sold to customers, Powervault shall state on its Data Sheet the following parameters which are relevant to this Warranty:
  - “Warranty Period”, being the duration of the Warranty of the Powervault Product calculated in calendar months from the Production Date;
  - “MWh Throughput”, being the aggregate MWh of energy that can be discharged from the Battery Pack, for a given model;
  - “End State of Health”, being the minimum capacity of the Battery Pack during the Warranty Period expressed as a percentage of its capacity when new.
4. **Warranty for Base Product:** Powervault warrants that the Base Product will be free from defects in materials and workmanship for the Warranty Period. If the Base Product proves defective during this Warranty Period, Powervault, at its option, will either repair the defective Base Product, or will provide a replacement in exchange for the defective Base Product, without charge for parts and labour. The customer will cover the cost of shipping replacement parts.
5. **Warranty for Battery Pack:** A Battery Pack will not be classed as defective provided their capacity or ‘State of Health’ is greater than the End State of Health and they have completed the advertised MWh Throughput under Warranty; or the Warranty Period has passed.
6. If a Battery Pack capacity drops below the End State of Health before the Battery Pack has delivered the MWh Throughput, and before the Warranty Period has expired, Powervault will supply a replacement Battery Pack at a pro rata cost to the customer, determined and calculated as follows:
  - a) Powervault will calculate the State of Health by the Battery Pack to determine whether it is above or below the End State of Health.
  - b) Powervault will calculate the MWh delivered by the Battery Pack.
  - c) Powervault will confirm the replacement battery list price (“ReplacementListPrice”) and the MWh rating of the closest new Battery Pack “New MWh Throughput” at the date of the replacement.
  - d) Powervault will provide a discount to the customer equivalent to the MWh not provided under the initially warranted Battery Pack. The customer must pay Powervault for the supply of a replacement Battery Pack according to the formula:  
$$(1 - (\text{OriginalMWhThroughput} - \text{MWhDelivered}) / \text{NewMWhThroughput}) \times \text{ReplacementListPrice}$$
  - e) Powervault will act in good faith in calculating these values according to the principle of covering the cost of the originally warranted MWh Throughput. In the event of a disagreement as to the calculation, Powervault’s determination of the Warranty shall be final.

An illustrative example of how Powervault applies this Warranty to Battery Packs appears at Annex 1.

7. **Replacement parts:** Parts, modules and replacement products used by Powervault for Warranty work may be new or reconditioned. All replaced parts, modules and products become the property of Powervault.
8. **Warranty Claims:** In order to obtain service under this Warranty, the customer must notify Powervault of the defect within 28 days of it becoming apparent and before the expiration of the Warranty and make suitable arrangements for the performance of service. Should the defect be reported beyond 28 days of it becoming apparent Powervault at its option may refuse to replace parts damaged as a result of the Powervault Product being allowed to continue to operate with such defect.
9. **Exclusions from Warranty:** This Warranty shall not apply to any defect, failure or damage caused by improper use or improper or inadequate maintenance and care. Powervault shall not be obliged to provide service under this Warranty (a) to repair damage resulting from attempts by anyone other than Powervault representatives or their agents to install, repair or service the Powervault Product; or (b) to repair damage resulting from improper use or connection to incompatible equipment of the Powervault Product; or (c) to repair any damage or malfunction caused by the use of non-Powervault supplies with the Powervault Product; or (d) to service a Powervault Product that has been modified or integrated with other products, or (e) in the event that the Powervault Product has not been left connected to the internet or Powervault has received telemetry data for fewer than 90% of the minute time periods prior to the fault occurring in the Powervault Product; or (f) the Powervault Product has been used in an environment which does not conform to the specifications in the Powervault Product Data Sheet; or (g) if the defect, failure or damage occurs as a result of acts, events, omissions or accidents beyond Powervault’s reasonable control, including power outage or electrical failure, theft, war, riot, civil commotion, terrorism, deliberate or malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, water, flood, storm, external thermal, chemical, electrical or electrolytic influences, earthquake, explosions or malicious damage.

10. **Powervault General Terms & Conditions:** This Warranty shall not apply if the customer has not agreed to Powervault General Terms and Conditions. This Warranty shall not apply if the customer is in breach of Powervault General Terms and Conditions. Powervault General Terms and Conditions are available here: [www.powervault.co.uk/technical/warranty/](http://www.powervault.co.uk/technical/warranty/)
11. **Exclusion of other warranties & rights:** This Warranty is given by Powervault with respect to the Powervault Product in lieu of any other warranties, express or implied. Powervault and its vendors disclaim any implied warranties of merchantability or fitness for a particular purpose. Powervault's responsibility to repair or replace defective Powervault Product is the sole and exclusive remedy provided to the customer for breach of this Warranty. Powervault and its vendors will not be liable for any indirect, special, incidental, or consequential damages irrespective of whether Powervault or the vendor has advance notice of the possibility of such damages.

### SUMMARY OF YOUR KEY LEGAL RIGHTS AS A CONSUMER:

This is a summary of your key legal rights as a consumer. These rights are subject to certain exceptions. For more detailed information please visit the Citizens Advice website or call 03454 04 05 06.

The Consumer Rights Act 2015 requires that the product must be as described, fit for purpose and of satisfactory quality. If upon first delivery of the product (up to 30 days), it is faulty or does not work then you may be entitled to claim a refund or part refund.

If the product cannot be repaired or replaced as described in this warranty document, within the Warranty Period then you may be entitled to claim a refund or part refund.

If despite the repair and/or replacement of the product in accordance with this warranty document, the product does not last for the Warranty Period, then you may be entitled to claim a refund or part refund.

### ANNEX 1 ILLUSTRATIVE EXAMPLE OF WARRANTY FOR BATTERY PACK

A customer purchases a Powervault Product(s) with the following Warranty parameters:

Warranty Period:

- 120 months from manufacture;
- MWh Throughput: 50 MWh;
- End State of Health: 70%

At 96 months, the Battery Pack falls to 65% State of Health, but the Base Product is continuing to operate in accordance with the technical specifications detailed in the Data Sheet. The Battery Pack has delivered 40MWh of Throughput within a 96-month period. Powervault will therefore provide a replacement Battery Pack. There is no requirement on Powervault to repair or replace the Base Product. The replacement price for the new Battery Pack at the date of failure is £3,000. The closest replacement Battery Pack to the original size is 60MWh.

Powervault supplies the 60MWh replacement Battery Pack to the customer.

The customer pays  $(1 - (50\text{MWh} - 40\text{MWh}) / 60\text{MWh}) \times \text{£}3,000 = \text{£}2,500$  for a new Battery Pack

