

Subject: Warranty	REF: WP1
Title: Warranty Policy	Issue: B



WARRANTY POLICY

Effective Date: 01/10/2023

1. Introduction

This Warranty Policy ("Policy") outlines the terms and conditions governing the warranties provided by Merlin Power Ltd t/a Merlin Power ("Merlin Power") for its products and/or services. By purchasing or using any product or service provided by Merlin Power, you acknowledge that you have read, understood, and agreed to the terms outlined in this Policy.

2. Warranty Coverage

Merlin Power offers three distinct warranties, each with its own duration:

- **5-Year Warranty:** This warranty covers defects in all products (excluding batteries) provided by Merlin Power under normal use and service conditions for a period of five (5) years from the date of purchase. See Section 3 for further details.
- **Fullriver Battery Warranty:** The battery warranty covers defects in batteries provided by Merlin Power and is subject to a separate warranty period specified in Section 4.
- **Installation Warranty:** The installation warranty covers the workmanship related to the installation of products by Merlin Power and is subject to a separate warranty period specified in Section 5.

3. 5-Year Warranty

3.1 Duration:

Merlin Power offers an enhanced warranty over and above any manufacturer warranty for a total period of five years subject strictly to the terms and conditions provided in Section 3.2.

3.2 Scope:

- Merlin Power's 5-year warranty policy consists of two elements: (i) the manufacturer's warranty period and (ii) the enhanced Merlin Power warranty period.
 - The manufacturer's warranty shall run from the date of purchase for the time period specified by the manufacturer subject to the terms and conditions within

the product manual supplied. This includes any exclusions for consequential damage, improper use, abuse etc.

- At the expiry of the manufacturer's warranty, the Merlin enhanced warranty comes into play up to a total of five years from the date of the purchase. The manufacturer terms and conditions provided in the manual shall prevail during the term of the enhanced warranty.
- Merlin Power warrants the product to be free from manufacturing defects for a time period of up to 5 years from the purchase of the product subject to the following exclusions:
 - Misuse, improper installation, and other exclusions included in the manual,
 - Abuse,
 - Water ingress (in non-waterproof products),
 - Misapplication,
 - Labour and consequential costs for replacing the product,
 - Any product without proof of purchase or where the serial number has been defaced.
- The warranty is offered to the customer who bought the product and is non-transferable. A proof of purchase is required.
- The warranty is strictly back-to-base with the customer responsible for costs involved with shipping the unit back to Merlin. On deeming that the product is within warranty, Merlin will replace the unit FOC with carriage paid for UK mainland customers only.
- In the event of a product becoming obsolete, Merlin will endeavour to replace the product with a similar product of similar specification.
- This warranty is applicable to commercial products only, military goods are covered under a separate warranty policy (a copy available on request).
- This warranty offers a replacement only, no cash equivalent.
- Where Merlin products have been supplied into critical applications, we offer an Upfront Replacement (UFR) process (details available on request).

4. Fullriver Battery Warranty

4.1 Duration:

Fullriver Full Throttle Batteries

- 4-year warranty on a sliding scale – credit provided against a replacement battery:
 - Year 1: Replacement Battery Free of Charge
 - Year 2: Credit of 75% of replacement cost supported
 - Year 3: Credit of 50% of replacement cost supported
 - Year 4: Credit of 25% of replacement cost supported

Fullriver DC & EGL Series Batteries

- 5 Year warranty on a sliding scale – credit provided against a replacement battery:
 - Year 1: Replacement Battery FOC
 - Year 2: 80% of replacement cost supported
 - Year 3: 60% of replacement cost supported
 - Year 4: 40% of replacement cost supported
 - Year 5: 20% of replacement cost supported

4.2 Scope:

- Warranty does not cover issues caused by power management problems on the vehicle/vessel, abuse, or physical external damage. Power management issues will result in opened pressure relief valves or sulphation.
- Warranty covers failure of the battery due to defects in manufacture. It does not cover batteries that are sulphated – sulphation is present only in batteries that have been flattened below recommended levels, left flat or have exceeded their useful life.
- Fullriver batteries have the ability to be recovered from a fully flat condition (sub 5V) however the recovery process must follow a specific regime (copy available on request). Rapidly recharging a fully discharged battery can cause damage which is not covered under warranty (swelling of the case).
- Warranty covers only batteries that were acquired through Merlin Power –proof of purchase is required.
- Warranty covers batteries for the time period specified OR the stated cycle life of the battery – whichever occurs sooner.
- A warranty report is required. These will be sent to you by your account manager upon raising a warranty claim. Occasionally we may ask for the return of warranty claim batteries to allow a teardown of the battery. We are unable to provide warranties without a warranty report and other information that may have been requested.
- As part of the warranty, you will be asked to undertake a test on that battery. If you are unwilling to do the battery test, the batteries must be returned to Merlin at your cost.
- Credits against replacement as stipulated in Section 4.1 are the only extended warranty remedy offered and are only provided against replacement batteries. No cash equivalent is offered.
- Credits against replacement cover the cost of the battery but exclude carriage and the associated labour cost of switching the battery. Deliveries outside normal UK mainland are not covered within the warranty and are to be paid by the customer.
- Where replacement batteries have been supplied, Merlin Power will take back waste batteries free of charge if they're the same chemistry as the replacement batteries or if they cannot be returned to another producer.

5. Installation Warranty

5.1 Duration

The installation warranty provides a 5-year period of cover against defects solely manifested in the workmanship related to the installation of products by Merlin Power or product failure of goods installed by Merlin Power (excluding product failure of batteries, please see Section 4 for details of battery warranty). The period of cover starts from the date of fitting as identified on the installation test sheet/certificate (a copy of which can be supplied if required).

5.2 Scope

- This warranty covers products that are installed by Merlin Power. The customer/end-user or any other definition is deemed to mean the person using and claiming under these Installation Warranty Terms (“the Customer”).
- Any reliance on our Installation Warranty, whether during contract negotiations (even if by third parties), vehicle/boat supply, supply onto a dealer or by the end-user shall be accompanied by a supply of these conditions in written form.
- In the event of a product failing that is covered by this warranty, Merlin Power will:
 - Provide initial telephone support to see if the product fault can be rectified over the phone. The Customer agrees to provide reasonable assistance in attempting to resolve an issue remotely. This may include resetting, changing settings or simple physical tasks.
 - Repair or replace the failed component with either an identical product or one that equals or exceeds the specification of the original unit provided.
 - Provide the labour or, at Merlin Power’s sole discretion, arrange and pay for the labour to swap the parts out.
 - Provide the warranty service within 10 working days of agreeing that a warranty call-out is necessary.
- In the event of a product failure, the following procedure is to be followed:
 - a) The Customer must contact Merlin Power to discuss and attempt to diagnose the fault over the telephone. In many cases, faults can be resolved, or in the case of a lack of understanding, advice is given to prevent call-outs.
 - b) Merlin Power will arrange a mutually convenient time to attend the vehicle.
 - c) The place of warranty service shall be safe (i.e. not on the roadside or within a hazardous environment), clean, sheltered from inclement weather and well-lit.
- The following exclusions apply:
 - i. Physical damage – including water and dust ingress, damage from foreign objects, being dropped or otherwise abused.
 - ii. Reverse polarity connections.
 - iii. The Customer attempts to continuously run over-rated appliances that cause the product to fail.
 - iv. Cables being damaged.
 - v. Appliances not operating from a given piece of equipment (e.g. an inverter).
 - vi. Flat batteries and batteries that are end-of-life (cycled out).
 - vii. Batteries that have ‘ballooned’ (this is caused by excessive discharge and too-rapid recharge).
 - viii. Blown fuses or damage caused by using an incorrect fuse.
 - ix. Failure of our product that has been caused by a third-party product.
 - x. Items that are outside of the warranty period.
 - xi. Damage to equipment fitted to vehicles that have been in long-term storage/layup where an appropriate lay-up procedure has not been followed.
 - xii. Use of the product that is not in accordance with the manufacturer-supplied manual.
 - xiii. Tampering of a product or one that has been modified in any way.
 - xiv. Lightning damage.
 - xv. Products that exhibit burnt track damage on internal PCBs.
- Merlin Power shall not pay for repair work by the Customer or any third parties that has not been expressly authorised in writing.
- This warranty is transferable within 6 months of installation. It is not transferable after this period (save for where expressly agreed by Merlin Power).

- Merlin Power does not warrant and shall not cover consequential losses or loss of use of a vehicle/boat, damage to any vehicle or boat as a result of failure of the equipment, any fees such as crane out/crane in etc. The maximum liability that Merlin Power accepts under the terms of this warranty is the total cost of the goods provided (and the original fitting cost).

5.3 Callouts and non-warranties

- Warranty callouts that were a result of the Customer refusing to cooperate with reasonable pre-call-out requests such as simple fault finding, resetting etc., shall, at our discretion, be charged as per Section 5.3.1.
- In the event of no-shows or Merlin Power being unable to perform the warranty actions due to being prevented from accessing a site, the site closing or the vehicle/boat not being available etc., Merlin Power shall, at our discretion charge as per Section 5.3.1.
- In the event of a call-out and a non-warranty item being the cause of the fault, the Customer agrees to cover the cost of the call-out and replacement part. Please note that it may not be obvious at the time of call-out and therefore, non-warranty will be identified only once the product is returned to our workshop facility. In all cases, Merlin Power shall inform the customer of non-warranty items within 10 working days. The charges made shall be as per Section 5.3.1.

5.3.1 Charges

- In the event of Merlin Power charging for a callout, the costs shall be:
 - a) Hourly Charge (currently £65 per hour or part thereof),
 - b) 0.45p per mile travelling (where necessary),
 - c) Overnight accommodation (if further than 150 miles from Exeter EX5 1SA and where necessary) and;
 - d) Cost of the replacement parts at our discounted Trade Price.
- Merlin Power, wherever possible agrees and shall act to mitigate customer costs as charges are designed to merely cover our costs and not be punitive.
- By accepting and acting under this warranty, the customer hereby agrees to authorise and pay any invoice that is resultant of a non-warranty claim within 30 days of receiving the invoice.
- By accepting and acting under this warranty, the customer agrees that the terms and conditions herein override any supplier terms and conditions of their own.
- Merlin Power, in the event of charging for a callout shall:
 - a. Provide a written report of the defect to accompany the invoice provided.
 - b. Return the defective goods, at the customer's request. Please note that a charge for return carriage shall be made. Please be aware that some goods may have been shipped overseas to manufacturers – therefore, we will check the cost of repatriation of non-warranty goods before proceeding. Please note that we shall dispose of non-warranty defective items 90 days after replacing them.
- Merlin Power reserves the right to, and at its sole discretion, request a purchase order and/or prepayment before providing non-warranty repair.
- Physical Limits. This warranty covers items that have been physically supplied and installed by Merlin Power Limited within the limits of UK Mainland. Please note that

highlands and islands are excluded unless expressly agreed in writing. In the event of callouts that require travel outside of the UK or to highlands and islands (inside the UK), Merlin Power reserves the right to charge for travelling.

6. Warranty Claim Procedure

6.1. To make a warranty claim, you must:

- Provide proof of purchase, including but not limited to an invoice or order acknowledgement.
- Contact Merlin Power's Technical Support Team within the warranty period (see contact details in Section 9).
- Follow the instructions provided by the Technical Support Team for processing your claim.

6.2. Merlin Power reserves the right to request that you return the defective product to the address provided in Section 9 for further inspection.

6.3. Merlin Power will, at its sole discretion, repair or replace the defective product or provide a refund if repair or replacement is not feasible.

7. Limitation of Liability

7.1. To the extent permitted by applicable law, Merlin Power's liability under this warranty is limited to the repair or replacement of the defective product or service, or a refund of the purchase price, as determined by Merlin Power.

7.2. Merlin Power shall not be liable for any indirect, consequential, or incidental damages arising from the use or inability to use its products or services.

8. Governing Law

This Warranty Policy is governed by and construed in accordance with the laws of the United Kingdom. Any disputes arising from or related to this Policy shall be subject to the exclusive jurisdiction of the courts in the United Kingdom.

9. Contact Information

For warranty-related inquiries or to initiate a warranty claim, please contact:

Merlin Equipment Ltd t/a Merlin Power
Clyst Court, Hill Barton Business Park
Exeter, Devon, EX5 1SA
United Kingdom

Tel: 01202 697979

Email: technical@merlin-power.com

10. Changes to the Warranty Policy

Merlin Power reserves the right to modify or update this Warranty Policy at any time. Any changes will be effective upon posting the revised Policy on Merlin Power's website.

11. Additional Terms

This Warranty Policy is subject to any additional terms and conditions set forth in the product documentation or service agreement.

By using our products or services, you acknowledge that you have read, understood, and agreed to this Warranty Policy.