

# Top things to check in a residential battery storage system warranty

Dr Penelope Crossley, Sydney Law School



1. Note the applicable **warranty period**, and in particular **what date the warranty period runs from** (i.e. date of manufacture/shipping/installation/etc.). This can differ between manufacturers, and can significantly reduce your warranty period.
2. Note if the **minimum and maximum ambient and operating temperatures** in the warranty, are suitable for location of the battery. Many warranties will be voided if the average temperature surrounding the battery is above a certain level.
3. Ensure that the warranty **applies to all of the components** (e.g. battery module, inverter and management system) of the residential energy storage system, or be aware of which components are not covered.
4. Consider **what is actually covered by the warranty**, including whether it covers manufacturing defects, malfunctions, excessive battery degradation or premature loss of battery capacity.
5. Ensure that you are **able to access your own data** to monitor battery performance.
6. Take careful note of the **warranty conditions**, and in particular any which require additional action on your part. This can require product registration, reliable internet connection, automatic software upgrades, conditions on the use or maintenance of the battery, and limited time periods in which to notify the manufacturer of any defects.
7. Notice the **warranty exclusions**. These may include a failure to operate the battery in accordance with the product manual, incorrect installation, negligence, or the physical environment in which the battery is installed.
8. Consider the **remedies available to you under the warranty**. Often, these will stipulate that the remedies are at the sole discretion of the manufacturer/supplier. You should also be careful that you will not bear additional hidden costs for repairs, including shipping costs, reinstallation or recycling at end of life. The warranties may also specify different refund values – either the purchase price or depreciated current cost (which may not be enough money for you to replace your faulty battery).
9. It may be necessary to consider whether the warranty is **transferrable to a subsequent purchaser for value**. This is important in the event that your property is sold or transferred during the life of the battery.
10. Be aware of any **limitations on your ability to claim for negligence**, or any purported **limitation of your statutory rights under the Australian Consumer Law**.
11. Note whether the **governing law clause** of the warranty applies the law of the Australian state in which the battery system was first installed, or the law of a different state or foreign jurisdiction.

See over for further information

You should always be aware that, in addition to any contractual warranty, you may have rights under the **Australian Consumer Law, sale of goods legislation**, or for **negligence**. You should seek legal advice if you have any concerns.

The ACCC website has further information on warranties, consumer guarantees and your rights to remedies at <https://www.accc.gov.au/consumers>

The NSW Department of Fair Trading at [http://www.fairtrading.nsw.gov.au/ftw/Consumers/Consumer\\_guarantees\\_warranties\\_and\\_refunds.page](http://www.fairtrading.nsw.gov.au/ftw/Consumers/Consumer_guarantees_warranties_and_refunds.page)

Dr Crossley's report *Ensuring Consumer Protections for Purchasers of Residential Battery Storage Systems* can be found at <https://www.piac.asn.au>