

Fox ESS Warranty Policy for PQ3 Series

i. Scope of Warranty

Fox ESS provides the following limited warranty for inverters and charge controllers (herein referred to as the Product(s) unless explicitly stated otherwise) produced/provided by Fox ESS. Fox ESS under its own discretion has the right to decline the replacement of the device if the terms and conditions on the Policy is breached. This Policy applies to PQ3 Series Products sold through recognized Fox ESS partners and installed in the Europe region. The Product(s) included in this Policy are:

PQ3 Series

Important:

Please note, this warranty policy covers Fox ESS Products as specified herein. Where batteries are supplied separately with a Fox ESS inverter or charger please refer to the relevant warranty policy document. This warranty is limited to the PQ3 Series Products specified in this Policy and does not cover external or ancillary components unless expressly stated otherwise.

This Policy shall not be held as a guarantee of the product durability nor does it include any product ability.

This Policy is limited only to the parties listed as per section 2.

ii. Contracting Parties

This Policy is only provided to the original purchaser of the product from Fox ESS (Purchaser), where the Purchaser is a distributor, solar retailer or an accredited electrician (Installer), who on-supplies the product to another party, or to that other- party (End-User) where the product is installed.

iii. Warranty Period

For the PQ3 Series, the standard warranty period is ten (10) years from the original installation date of the Product, provided that the Product is successfully registered on the designated Fox ESS warranty portal within thirty-six (36) months from the date of commissioning.

The warranty period shall commence from the original installation date and shall not restart or be extended as a result of registration.

iv. Performance Warranty Terms

Fox ESS warrants and represents that the Product retains at least 70% of Nominal Energy for the either 10 years after the date of the initial installation or for a minimum Energy Throughput as per the table below (whichever comes first) when the battery system is operated under a normal use according the to the specifications outlined in the Product manual.

The term “Nominal Energy” herein means the initially rated capacity of the Products as printed on the label of the Products. The precondition of the valid 10-year Performance Warranty shall be as follows:

- The ambient temperature during operation of the PQ3 Series shall not fall below -25° C (-13° F) or exceed 55° C (131° F).
- The energy throughput for PQ Series (10) year in table below:

Product	Nominal Energy	Energy Throughput
PQ3-5-M, PQ3-6-M, PQ3-8-M, PQ3-10-L-M, PQ3-10-M, PQ3-12-M, PQ3-15-M,	4.92kWh	17.71MWh

- Capacity Measurement conditions:
 - Ambient temperature: 25~ 30° C (77 ~86° F)
 - Initial battery temperature from BMS: 25~ 30° C
 - Current and voltage measurement at battery DC side

v. Policy Claim Eligibility

The only person(s) eligible to claim warranty under this contact are the Installer and Fox ESS authorized personnel. If the Installer has

gone into administration or insolvency or if the site is in a remote area, the End-User/Installer at their discretion and expense may appoint a Local Installer to carry out the functions of the original Installer.

vi. Limited Liability

In the event of damages related to the causes listed below, no warranty claims will be acknowledged or accepted. Claims that relate to defects that are caused by the following factors are not covered by Fox ESS' warranty obligations:

- Inadequate ventilation and circulation resulting in minimized cooling and natural air flow;
- If Fox ESS products are installed in the same enclosed space as electrical devices with potential safety hazards (such as flammable, explosive, or high-temperature equipment), and there is a lack of necessary safety clearance and ventilation, resulting in operational anomalies, structural damage, or safety risks, such installation will be considered non-compliant and will void the warranty;
- Improper installation of the Product(s) and/or installation performed by a non-accredited Installer;
- Improper or noncompliant use, installation, commissioning, start up or operation;
- Improper wiring of the Product causing arcing or damage of the Product or its parts;
- Improper use or misuse of the Product(s) by the Installer or End-User e.g. damage resulting from dropping the Product during installation;
- Use of improper connectors, e.g. where the Installer has installed the Product with different brand and/or model of connectors other than those supplied with the Product;
- Damage of the Product(s) that originate from other parts of the system;
- Force majeure (storm damage, lightning strike, overvoltage, fire, thunderstorm, flooding etc.)
- Damage that occurred during the transportation of the Product(s);
- Flaws that do not adversely affect the proper functioning of the product(s), e.g. cosmetic issues, wear and tear;
- Unauthorized repair and reinstallation of the Product(s);
- Where the Installer has not followed the warranty claim process and detailed in section 9, and/or proper evidence of the fault and/or test carried out on site has not been provided to Fox ESS;
- Failure to follow the safety regulations and/or operating instructions in respect to the Product(s) operating manual.
- Failure to register the Product within thirty-six (36) months from the date of commissioning will result in the Product not qualifying for the ten (10)-year standard warranty.
- If the Product remains offline for more than six (6) months, this may affect Fox ESS' s ability to analyze and determine the cause of issues during the warranty period.
- The warranty will be put on hold if a firmware/software update is needed and the end user does not provide access to the product until the update is completed. Access can be granted remotely (at no cost) or on-site. This warranty exclusion pertains to issues arising from the pending firmware/software update.

Where authorized Fox ESS personnel verify that the claim is valid and the Product is faulty owing to defects from materials and workmanship, Fox ESS under its discretion will:

- repair of the product on site or at a designated Fox ESS office or service centre;
- provide the closest Product within its current range of products for the replacement of the faulty or damaged Product.

The replacement Product(s) may differ in the specification and size within parameters deemed reasonable by Fox ESS. Fox ESS may replace parts with refurbished parts.

vii. Exclusions

This Policy does not cover any components not originally supplied by Fox ESS as part of the system. This exclusion also applies to system components independently sourced by the End-User or Installer, even if they are of the same manufacturer and/or model as those provided by Fox ESS.

viii. Registration

Registration of the PQ3 Product on the designated Fox ESS warranty portal is required for the ten (10)-year standard warranty. The Product must be registered within thirty-six (36) months from the date of commissioning.

The ten (10)-year warranty period remains calculated from the original installation date.

The information required at the point of registration via the Fox ESS website is as follows:

1. Product model
2. Product serial number

3. Installation date
4. Customer name
5. Installation postal/zip code
6. Full installation address
7. Name of installation company

ix. Warranty Claim Process

It is the duty of the Installer to contact Fox ESS in the event of a fault with the following information.

- Name of the Installer:
- Product Model No:
- Fault Code:
- Fault Details:
- Contact Details:

Fox ESS may request additional details depending on the nature of the fault. Fox ESS will conduct or arrange tests on the product and may advise the installer to take photos or record videos for verification purposes. An RMA form must be completed with the evidence and any additional information requested by Fox ESS. A unique ticket number will be assigned to the RMA form to track the progress of the request. Fox ESS will review and confirm the request within three (3) working days and, following approval, arrange shipment of the replacement Product, subject to product availability. Once the replacement is completed, the installer is required to work with Fox ESS to organize the return of the defective product within thirty (30) calendar days of receiving the replacement.

If an allegedly faulty Product is returned to Fox ESS pursuant to this Policy, and is found by Fox ESS to be free of defects that would qualify it for replacement under this policy, or due to limited liability as stated in section 6, Fox ESS will apply a flat-rate inspection charge for each Product and/or will seek to recover the full costs of the replacement Product.

Note: Any Product replacement has to be approved by Fox ESS in all cases. Any replacement of the Product issued without the consent of Fox ESS will invalidate an associated claim.

x. Data Protection

To implement this warranty, Fox ESS collects, processes, and uses data provided by the customer and the cloud system during registration, as described in section viii. The data collected will be used exclusively for warranty management purposes and any repair interventions. If necessary, Fox ESS may transfer this data to a third-party electrical company or other agents appointed by Fox ESS for repairs, ensuring that these parties handle the data in compliance with the General Data Protection Regulation (GDPR).

In addition, Fox ESS collects data on system operation and conditions through the online connection to monitor performance and ensure safety. This data will be processed to protect the End User's privacy and used only for the purposes stated. The Purchaser is required to inform the End User of their rights under the GDPR, including access, rectification, deletion, and objection to data processing. Fox ESS commits to ensuring that all data processing procedures comply with current regulations.

xi. Further Rights at Law

In addition to the warranty provided by Fox ESS, the end-user/Installer have statutory rights that will not be limited or replaced by this warranty. The products provided by Fox ESS comes with guarantees that cannot be excluded under consumer laws in the country/territory where the product is installed.

Contact Information

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