Fox ESS Warranty Policy for Battery

(For Africa)

1. Scope of Warranty

FOXESS CO., LTD., a company registered in China (hereinafter "Fox ESS"), provides the following limited warranty for the products (hereinafter referred to as the Product(s) unless otherwise specified) produced/provided by Fox ESS. At its own discretion has the right to decline the replacement of the device if the terms and conditions on the Policy is breached. This Fox ESS Warranty Policy (hereinafter referred to as the "Policy") is applicable in all the countries where the product is sold through partners recognized by Fox ESS. The Product(s) covered under this Policy include:

ET Series, CQ Series, EP Series

Important: Please note that this warranty policy covers the specific Fox ESS Products listed here. Auxiliary parts or additional devices provided by Fox ESS may be covered by a separate warranty policy, provided that such a warranty is agreed upon, drafted, and signed by Fox ESS or its affiliates. An affiliate means a company that belongs to the same group of companies as Fox ESS, characterized by a direct or indirect control relationship.

This Policy should not be considered as a guarantee of product durability nor include any product capacity other than as stipulated herein.

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

2. 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.

3. Standard Warranty Period

The Standard Product and Performance Warranty for the mentioned Product(s) is valid for One hundred and twenty (120) months from the date of initial installation and commissioning, but no more than One hundred and twenty-six (126) months from the date of manufacture of the Product, whichever occurs first.

During the warranty period, a registration of the warranty certificate on **warranty.foxesscloud.com** is required to be completed by users within Thirty-six (36) months from the date of initial installation and commissioning.

Covered Product(s)	**Performance Warranty** *with completed warranty registeration
ET10 / ET16	10 Years
CQ6 / CQ7 / CQ16	10 Years
EP5 / EP6 / EP11 / EP12	10 Years

*__Attention:__ Where the inverter is not connected to the Fox ESS Cloud platform for remote monitoring within One

hundred and twenty (120) days of installation and maintained in a connected state for the duration of the warranty, the warranty period will be reduced to Sixty (60) months from the date of installation, but no more than Sixty-six (66) months from the date of manufacture (whichever comes first).

Temporary loss of connection will not affect the warranty period where such loss is due to a fault with the Product, the Fox ESS Cloud platform, or other factors beyond the reasonable control of the customer or installer, provided reasonable efforts are made to restore connectivity.

For systems installed in new-build properties which remain unoccupied or without a functioning internet service following installation, the 120-day connection requirement shall be deemed to commence from the date the property is first occupied or internet service is reasonably available, whichever occurs first, provided that connection to Fox ESS Cloud is completed within Thirty (30) days thereafter.

4. Scope and Limitation of the Warranty

The liability of Fox ESS under this Policy will be limited to replacement, repair, refund, and compensation. Repaired or replaced Products shall remain covered only for the remaining original term of the applicable Standard Product Warranty or Performance Warranty. Repair or replacement does not restart or extend the original warranty term.

THE AGGREGATE LIABILITY OF Fox ESS, IF ANY, IN TERMS OF DAMAGES OR OTHERWISE, WILL NOT EXCEED THE LIABILITY LIMIT MUTUALLY AGREED IN THE SUPPLY CONTRACT OR PURCHASE ORDER BETWEEN Fox ESS AND THE PURCHASER; AND IF SUCH LIABILITY IS NOT REGULATED THEREIN, THE AGGREGATE LIABILITY WILL NOT EXCEED THE CONTRACT VALUE OF THE PRODUCTS SOLD BY Fox ESS OR ITS AFFILIATES.

The purchaser acknowledges that the above limitations of liability are an essential element of the agreement between the parties and that without such limitations, the purchase price of the products would be substantially different. Some jurisdictions limit or do not allow exclusions of liability; therefore, this provision may not apply to the purchaser in that jurisdiction. Some jurisdictions do not allow limitations on the exclusion of damages; hence the above limitations or exclusions may not apply to the purchaser in those jurisdictions.

This limited warranty does not affect any additional rights that the Purchaser possesses under the laws of their jurisdiction regulating the sale of consumer goods. Some states or countries do not allow the exclusion or limitation of incidental or consequential damages; therefore, the limitations or exclusions in this limited warranty statement may not apply in those areas.

5. Performance Warranty Terms

Fox ESS warrants and declares that the Product retains at least 70% of the Nominal Energy apply for the Product warranty in Section 3 from the date of initial installation or for the minimum Energy Efficiency (the “Energy Efficiency” of the battery represents the total amount of energy that the battery can handle or store over its useful life, typically expressed in kilowatt-hours (kWh)), as indicated in the table below (whichever comes first), when the battery system is operated according to the specifications outlined in the Product manual. The term “Nominal Energy” herein shall mean the initial rated capacity of the Products as printed on the Product label.

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 Performance Warranty shall be as follows:

The ambient temperature during the operation of the Products must not fall below -10°C (14° F) or exceed 50°C (122° F). The energy throughput is less than the values in table below:

Covered Product(s)	Nominal Energy	Energy Throughout
ET10	10.24 kWh	37.30 MWh
ET16	15.36 kWh	52.30 MWh
CQ6	5.99 kWh	22.10 MWh
CQ7	7.02 kWh	29.50 MWh
CQ16	16.07 kWh	71.40 MWh
EP5	5.18 kWh	14.30 MWh
EP6	5.76 kWh	23.80 MWh
EP11	10.36 kWh	28.60 MWh
EP12	11.52 kWh	47.60 MWh

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
- Recommended Charging/discharging condition

6. 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. Eligibility of a Service Rebate is in accordance with sections 7 and 8 of this Policy.

7. 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's warranty obligations:

- Inadequate ventilation and circulation resulting in minimized cooling and natural air flow;
- 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 arching 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 8, and/or proper evidence of the fault and/or test carried out on site has not been provided to Fox;
- Failure to follow the safety regulations and/or operating instructions in respect to the Product(s) operating manual.

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

- Repair of the product on site or at a designated Fox 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.

8. Exclusions

This Policy does not cover the components that were not initially sold by Fox ESS as a part of the system. This also includes components of the system sourced by the End-User or Installer that may be of the same manufacturer and/or model as the one provided by Fox ESS.

If the battery is left in a low charged, over-discharged or failure state for a long time due to long-term non installation and use, the resulting irreversible capacity decay, inability to charge, inability to use normally, inability to operate the whole machine, and related maintenance and replacement costs are not covered by the warranty.

Installing product(s) in outdoor areas affected by salt may lead to equipment corrosion, despite the rated C5 anticorrosion class. If the product(s) installed within 500 meters, the warranty period will either be reduced to Sixty (60) months from the date of installation, or in this case, the product warranty only covers performance yet does not cover any appearance defects.

9. 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 ask for additional details depending on the fault conditions. Fox ESS will run tests on the product and may advise the Installer to take photos for verification purposes. The Installer is required to submit an RMA Form with the evidence and any additional information requested by Fox ESS. Once the form is received a unique ticket number is issued which will be used for tracking the progress of the claim. Fox ESS will attempt to approve and dispatch the Product within 3 working days subject to availability of the product. Once the replacement is completed, the Installer is obliged to arrange the shipping of the faulty product to Fox ESS within a maximum of thirty (30) days of the replacement being received.

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 5, 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 must be approved by Fox ESS in all cases. Any replacement of the Product issued without the consent of Fox ESS will invalidate any associated claim.

Contact Information

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