Fox ESS C&I ESS Warranty Policy（SSEA） for T-Max Plus Series Systems

1. Scope of the Warranty

FOXESS Co., Ltd., a company registered in China with its legal office at No. 939, Jinhai Third Road, New Airport Industry Area, Longwan District, Wenzhou City, Zhejiang Province, China (hereinafter "**Fox ESS**"), offers the following limited warranty for the products provided by it so called T-Max Plus Series system (hereinafter referred to as "**Product**" or "**Products**" unless otherwise specified). Fox ESS, at its sole discretion, reserves the right to refuse replacement of the Product/s if the terms and conditions of the Policy are violated. This Fox ESS Warranty Policy (hereinafter referred to as the "**Policy**" or "**Warranty**") applies in the countries listed below where the product is sold through partners recognized by Fox ESS. The Products covered under this Policy include:

T-Max Plus Series system

Fox ESS and shall be the warrantor for the Warranty set forth herein for Products purchased and installed only in following countries and/or regions :

SSEA (Myanmar, Pakistan, Bangladesh, Sri Lanka).

Countries not listed have different warranty conditions.

This Warranty is non-transferable except where the Products remains installed in its building or site of initial operation as communicated to Fox ESS and the Products are owned by the first buyer or End User (as defined below). This Warranty will then transfer to any subsequent purchaser of that building or of the Products so long as the Products remain installed in that building or site where the Products where originally installed.

2. Contracting Parties

The Warranty on the Products provided by Fox ESS applies exclusively to customers qualified as professionals, meaning an individual or entity purchasing the product or service as part of their professional or business activities (hereinafter "**B2B**"). Consequently, all provisions of this Warranty exclude the application of consumer protection laws provided by national legislation and European directives.

This Policy is therefore provided exclusively to the original purchaser of the product from Fox ESS (hereinafter referred to as "**Purchaser**"), where the Purchaser is a distributor, reseller, or accredited electrician (hereinafter referred to as "**Installer**"), who supplies the product to another party (hereinafter referred to as "**End User**") where the Product is installed. Fox ESS will not be responsible for any Warranty claims made by parties not falling within the B2B category save for what specified herein.

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.

The validity of this Policy is subject to the timely registration of the Product purchased from Fox ESS on the Fox ESS monitoring platform at: https://www.foxesscloud.com/v2 – following the steps indicated there – no later than 3 months from the installation of the Product. Products purchased and covered under this Policy must remain online for the entire duration of the Warranty period to ensure the validity of the Warranty. If, due to network problems or other reasons unrelated to updates or authorized interventions by Fox ESS, the Product goes offline, the offline period should not exceed 6 months within 12 months. Additionally, Warranty claims must be submitted within 3 months of the last online connection, or this Policy will be rendered invalid.

To maintain the continuity of service provided by Fox ESS, the company requires the ability to perform remote firmware updates on inverters and batteries during the Warranty period. This consent for the update must be provided following communication from Fox ESS regarding the necessity of such an intervention. The Purchaser agrees to obtain such consent in advance and not exclusively from the End User.The Purchaser shall comply with applicable privacy and data protection laws and regulations when providing personal data to Fox ESS.

The Purchaser acknowledges that such updates may temporarily disrupt the operation of the Products. By installing the Product and connecting it to the Fox ESS monitoring portal, the Purchaser consents to periodic updates without prior notice. Notwithstanding the protection of privacy rights as outlined, if an online update cannot be completed, Fox ESS reserves the right to contact the End User (as defined below) using the contact information provided on the monitoring platform to facilitate the actions necessary to complete the update.

An "End User" under this Warranty is any person who owns a system and did not acquire it for resale or to install it on behalf of third parties within their independent business or professional activity. This applies regardless of who purchased the Product.

In addition to claims arising from these warranties, the End User also has statutory claims for product liability and defect claims against the seller. Notably, regarding the applicability of consumer protection laws, which this Policy excludes given its nature as a B2B contract, the seller may be someone other than Fox ESS. These potentially more favorable rights for the End User are neither replaced nor limited by this manufacturer's Warranty.

3. Scope, Duration and Limitation of the Warranty

Subject to the limitations set forth below, this Policy covers various components of the T-MAX Plus Series system, including the main-

unit and specific parts as detailed below.

I.T-MAX Plus Series System performance Warranty

a. Performance Warranty Terms:

Fox ESS warrants and represents that the Product retains either seventy percent (70%) of Usable Energy 241 kWh or for a Minimum Throughput 1432 MWh, for ten (10) years, which is calculated from the earlier one of (i) its first installation or (ii) three months after the delivery (Incoterms 2020) of the Products to the original buyer, whichever comes first. Fox warrants the following terms per relevant year of Product operation under normal conditions an pursuant to the terms herein.

All above energy discharge throughput are calculated based on system level, which refers to specifically energy output by the T-MAX Plus Series system, not the calculated based on battery pack.

DISCLAIMER: **PLEASE NOTE THAT THE PERFORMANCE WARRANTY OUTLINED HEREIN COVERS ONLY THE BATTERY PACKS AND THIS WARRANTY IS VALID ONLY IF THE BATTERY IS OPERATED UNDER NORMAL USE AND IN ACCORDANCE WITH THE SPECIFICATIONS AND MANUALS PROVIDED BY FOX ESS.**

The performance warranty data is derived based on the following laboratory test standards:

i. Ambient temperature: 25°C (77°F)
ii. Initial battery temperature from BMS: 25°C
iii. Current and voltage measurement at battery DC side
iv. Depth of discharge： 100%
v. Recommended Charging/discharging conditions(charging and discharging condition must be of a complete battery stack)
vi. Charge: Charge at 0.2C (62.8A) constant current to 3.54V for any single cell, then charge at 16A constant current to any single cell charging cutoff voltage (3.65V for any one cell) or total voltage charging cutoff voltage (219V)
vii. Standstill for 30 minutes
viii. Discharge: discharge at 0.2C (62.8A) constant current to any single cell discharge cut-off voltage (2.8V) or total voltage discharge cut-off voltage (168V);
ix. This throughput is the current maximum remaining energy, which needs to be multiplied by DOD(100%) to obtain the current maximum usable energy. Current and voltage measurement shall be at battery DC side.

In the event that the battery pack does not maintain the specified retention capacity as outlined in our Warranty terms, Fox ESS will either repair or replace, at his sole and own discretion, the affected battery pack accordingly.

The Warranty is based on an assumption of 2 cycles per day. For practical Warranty claims or calculations, the criterion that occurs first will apply.

Without prejudice for the election of its remedy in case of system default or any other circumstances where the Warranty applies, Fox ESS ensures the system will have the spare parts availability within the first three years of installation. Additional years Warranty is carried out by either spare part replacement or whole model replacement provided that the conditions under this Warranty are met.

b. System components Warranty

Fox ESS industrial and commercial Products are subject to the current Warranties by default. Any additional warranties and rights may be disciplined in a separate document as mutually agreed and signed by the parties to it.
An advanced Warranty can be provided only when they are connected to Fox ESS cloud or purchasing for offline inspection.
If the customer fails to connect to Fox ESS management system within three months from Product installation date, Fox ESS has the right to cancel the advanced Warranty.

System components	Basic Warranty Duration (years)
Power Conversion System (PCS)	5
Fire -Proof System	5
Liquid Cooling System	5
Energy Management System (EMS)	5*
Battery Management System (BMS)	5

*Fox ESS will not be liable for damage to the machine and other compensation costs caused by third-party EMS that is not certified by our company as a match.

For systems supplied with the C5 enclosure, the standard warranty period for product will be limited to **2 years** if the Product is installed within 500 meters to the coastline.

4. Policy Claim Eligibility

The only person(s) eligible to claim Warranty under this contact are the Purchaser, the Installer and Fox ESS authorized personnel. If the Purchaser and/or Installer has gone into administration or insolvency or if the site is in a remote area, the End User/Installer, subject

to Fox ESS prior consent, may appoint a Local Installer to carry out the functions of the original Installer.

5. 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:

a) Improper installation of the product(s) and/or installation by an unauthorized installer;
b) Failure to properly store the Product before installation, unless Fox ESS has stored the Product;
c) Non-compliance with applicable regulations and standards;
d) Non-compliance with intended use or installation and operating instructions valid at the time of installation, particularly where prescribed limits regarding installation location, ambient humidity, and temperature were not respected; or if a battery expansion was not performed according to the manufacturer's specifications (please refer to the manual for specific conditions).
e) Unauthorized modifications, repairs, or other interventions performed by the end user or a third party without training certified by Fox ESS and/or its affiliates and without approval from Fox ESS and/or its affiliates, especially when using parts and accessories that do not meet the original specifications of Fox ESS and/or its affiliates or are not approved by Fox ESS and/or its affiliates for use.
f) Improper or non-compliant use, installation, commissioning, or operation.
g) Improper wiring of the Product causing arcing or damage to the Product or its parts;
h) Misuse or abuse of the Product(s) by the Installer or End User, including, but not limited to, damage resulting from the Product being dropped during installation.
i) Use of inadequate connectors, such as when the Installer has installed the Product with connectors of a different brand and/or model from those provided with the Product.
j) Product damage originating from other parts of the system.
k) Force majeure, including atmospheric events such as storm damage, lightning, surges, fire, thunderstorms, floods, and similar phenomena;
l) Neglect, abuse, misuse, improper maintenance or lack of maintenance, as set forth in the Manual. This includes the case that maintenance is not executed by qualified personnel;
m) Damage occurring during the transport of the Product(s).
n) Damage or accidents due to third parties' actions or any other reasons different from the standard use of the Product.
o) Defects that do not affect the correct functioning of the Product(s), such as aesthetic issues and wear and tear.
p) Unauthorized repair and reinstallation of the Product(s).
q) If the Installer did not follow the Warranty claim process as detailed in section 8 and/or did not provide Fox ESS with adequate proof of the defect and/or an on-site test.
r) Failure to comply with safety regulations and/or operating instructions as per the Product's operating manual.
s) Deep discharge or internal cell imbalance due to the negligence of the Purchaser or End User, including situations where the batteries are turned off for extended periods or are in a state that hinders their normal operation.
t) The Warranty will be suspended if a firmware/software update is required and the End User or current user does not grant access to the product until the update is completed. Access can be granted remotely (without additional costs) or on-site. This Warranty exclusion applies to issues arising from pending firmware/software updates if the delay was not caused by Fox ESS.
u) Failure to register the inverter and Fox ESS batteries on the Fox ESS monitoring portal within the required time, or if registered but offline for more than 6 months, as such conditions make it difficult to analyze and determine the cause of issues during the Warranty period.
v) Where the Installer has not followed the Warranty claim process and detailed in the section below, and/or proper evidence of the fault and/or test carried out on site has not been provided to Fox ESS;
w) Failure to follow the safety regulations and/or operating instructions in respect to the Product(s) operating Manual;
x) If the Product does not run for a long time or has been shut down for more than three months, the initial capacity SOC is lower than 50%, causing serious battery attenuation.
y) The products are modified without Fox ESS's written approval.
z) System damages caused by improper operations of a third party or customer, including those in transportation, installation, and improper adjustment, alteration, and removal of identification marks If the ESS is used as a backup power device for medical treatment, it may cause personal injury, loss of life, or catastrophic property loss. Fox ESS shall not be liable for any loss.
aa) Improper implementation and/or usage of 3rd party accredited EMS (Energy Management System) and/or communication loss, not caused by Fox ESS.
bb) Inadequate ventilation and circulation resulting in minimized cooling and natural air flow. Failure to comply with applicable laws and regulations

This Warranty does not cover fuses, surge suppressors, filters, or cosmetic / optical damages or wear and tear. This Warranty does not cover costs for End User's employees and/or any third parties, unless stipulated otherwise in the Warranty.

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 at its sole discretion will:

i. provide spare parts and instructions to Buyer to perform onsite repair.
ii. repair of the product on site or at a designated Fox ESS office or service center;
iii. provide the closest Product within its current range of products for the replacement of the faulty or damaged Product.
iv. If the replacement part is not compatible with the existing whole system, the whole system will be replaced.

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

THIS WARRANTY CONSTITUTES END USER'S SOLE AND EXCLUSIVE REMEDY FOR CLAIMS AGAINST FOX ESS IN RESPECT TO PRODUCTS HEREUNDER. ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS FROM FOX ESS RELATING TO THE PRODUCTS HEREUNDER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, IN CONTRACT, INCLUDING WITHOUT RESTRICTION, ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY SUCH WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION ARE HEREBY EXCLUDED.

For any other damage claims in connection with this warranty Fox ESS service personnel are only liable to the following extent:

a) Fox ESS is liable in case of intent and gross negligence;
b) In case of simple negligence Fox ESS is only liable in case of breach of cardinal duties of the Warranty. The liability is reduced to the foreseeable damage;
c) The Warranty limitations mentioned here above will be applicable unless they are against legal prescriptions currently running on each country in reference with product liability. In the event of conflict with any of those prescriptions, the nullity will affect only to that clause in particular, remaining valid the rest.

6. Exclusions

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

This Warranty does not cover any incidental or consequential damages arising from malfunctions, failures, or defects in the provided Product. Specifically:

a) Fox ESS and its affiliates are not responsible for any damage to the Purchaser's or third parties' property, including but not limited to damage to buildings, vehicles, equipment, or other material assets.
b) No reimbursement or compensation will be provided for energy costs or operating expenses incurred by the Purchaser due to system malfunctions, including any increases in electricity or other service costs.
c) Subject to the limits of the law, Fox ESS assumes no liability for injuries or damages to third parties' persons or property arising from the use or malfunctioning of the system.
d) Any losses resulting from lost profits, business opportunities, or disruptions in the activities of the Purchaser, End User, or third parties will not be reimbursed.
e) Fox ESS will not be liable for indirect, special, punitive, or exemplary damages arising from the use of the system, regardless of the cause, whether based on contract, tort, strict liability, or otherwise.
f) Any costs associated with the repair or replacement of the system are not covered under the Warranty unless expressly stated in the contractual terms described herein or accessory agreements specifically agreed upon between the parties.
g) The Warranty is limited in time and does not extend beyond the specified period;
h) Any claims for damages must be submitted within the specified time limit, or the claim will be voided.

By signing the supply contract or accepting the purchase order for the Products, the Purchaser acknowledges that they understand and accept without reservation the above limitations.

To obtain full Fox ESS Warranty coverage, the inverter and batteries must be registered on the Fox ESS monitoring platform (https://www.foxesscloud.com/v2) within 3 months of installation and remain online throughout the Warranty period. Fox ESS requires the ability to perform firmware updates remotely on inverters and batteries during the Warranty period. The Purchaser acknowledges that these updates may temporarily interrupt their operation. By installing the inverters and batteries and connecting them to the Fox ESS monitoring portal, the Purchaser consents to periodic updates without prior notice. If an online update cannot be completed, Fox ESS reserves the right to contact the End User using the contact information provided on the monitoring platform. This contact will only facilitate actions necessary to complete the update. Fox ESS ensures that the contact information will be handled in accordance with the applicable data protection laws and regulations. The information will only be used for assistance purposes related to the update and will not be shared with third parties without the End User's consent, except as required by law. The End User may exercise any rights available under applicable data protection laws and regulations, including withdrawing consent where processing is based on consent.

The Purchaser is required to facilitate contact between Fox ESS and the End User by providing the necessary information to ensure effective communication. Additionally, the Purchaser must implement all necessary compliance procedures regarding privacy as required by applicable data protection laws and regulations. This includes informing the End User about the processing of personal data, obtaining necessary consent, and taking appropriate measures to protect personal data in compliance with current regulations. Fox ESS will not be held responsible for any non-compliance by the Purchaser regarding these obligations.

This Warranty shall be void, if:

i. The serial number of the Product has been altered, manipulated, or cannot be clearly identified;
ii. The End User or Installer fails to make any Product subject of a claim available for inspection, testing and correction or does not grant adequate access to the property/building on or in which the Product concerned is stored or installed or to the PV array itself, of which the Product concerned has become an integral part in the event the Product has already been installed.
iii. When applicable, the End User or Installer fails to proof the maintenance has been done during the applicable warranty period according Fox ESS's system manual.

Products which are not certified and released for a market and have been sold unauthorized are excluded from this Warranty. Those products shall be claimed against the seller of the product directly.

7. Registration

Except as required by law, this Warranty is valid only if all the following cumulative conditions are met:

a. Registration on the Monitoring Portal

The device must be registered on the online monitoring portal https://www.foxesscloud.com/v2 to connect it to the network and enable monitoring of its performance. This registration must be completed within 3 months from the device's installation date, or the Warranty will be voided. Keeping the device online allows for continuous monitoring to collect operational data, facilitate anomaly analysis, and identify any malfunctions promptly. Furthermore, this enables quick interventions, access to periodic reports, software updates, and remote technical support, ensuring more efficient management and proactive maintenance of the system. Failure to connect the inverter and battery online within the specified time voids the Warranty.

b. Registration of the Warranty Certificate

The Warranty certificate must be registered on the website https://Warranty.foxesscloud.com. Product registration must occur within the terms specified on that site; otherwise, the Warranty will be voided. In any case, all warranties must be registered within thirty-six (36) months from the installation date, with an express exclusion of any coverage in case of late registration. However, it is

recommended to complete registration no later than six (6) weeks from the product's installation and commissioning date, if possible. Registering the Warranty certificate allows determining the Warranty's start date and defining the coverage period, which varies according to the product model. Failure to register the Warranty certificate within the specified terms voids the Warranty.

c. Data Required for Warranty Certificate Registration

The information required at the time of Warranty certificate registration includes:

i. Product model
ii. Product serial number
iii. Installation date
iv. Customer name
v. Installation postal code
vi. Full installation address
vii. Installer company name

8. Warranty Claim Process

Subject to the filing of a valid claim pursuant to the procedure below, Fox ESS provides, at his sole discretion, repair services or replacement parts when Product normal functions cannot be used due to defects in materials, manufacturing or workmanship, due to non-compliance with published product specification.

Fox ESS spare parts (excluding batteries) shall be delivered within three working days, subject to spare parts availability, after the service request is accepted and confirmed by Fox ESS technical team in writing. Onsite engineering operations are completed by the customer or End User and are excluded from the scope of this Warranty. This Warranty does not cover additional services save for what disciplined herein, including but not limited to re-commissioning and all the necessary as well as ancillary activities that an Installer would perform in similar circumstances. Fox ESS is not responsible for onsite installation costs or other operations not included in the supply of spare parts. Supply shall be deemed satisfied as soon as Fox ESS makes the spare parts available at the convened place of delivery. Fox ESS responsibilities exclude the unloading of the spare parts from the truck or use of crane, fork lift and other logistic tools in the spare parts delivery process.

Fox ESS may, at its own discretion send its, or a third party personnel to execute repairs services following a valid Warranty claim. Such claim shall be deemed satisfied and closed as soon as the personnel sent by Fox ESS completes the repair services to the reasonable satisfaction of Fox ESS.

Fox ESS may repair the defective Product in a workshop belonging to, or determined by, Fox ESS or Fox ESS Service Personnel. The transport costs of the damaged Product when sending it to the workshop for repair and the cost for the return of the Product to End-user by a transport company commissioned by Fox ESS will be borne by Fox ESS. Fox ESS may also check the installation of the Product and make recommendation for possible corrective measures in view of solving the Warranty claim.

Fox ESS may collect the defective and replaced Products that shall become a property of Fox ESS. After disassembling the Product, the End User, Installer or beneficiary of the Warranty has the responsibility to store the Product in a professional manner, best in the original packaging, ready for pickup by a transport company commissioned by Fox ESS and keep the defective Product at its cost to enable Fox ESS (or Fox ESS's subcontractor) to collect it. During the collection of the Product and its loading for transport, the End User is responsible for both the adequate monitoring of the collection and in particular the loading process so that the Product is not damaged or can be damaged during the transport in particular by improper loading, which is recognizable to the End user as such.

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 is obliged to approve and dispatch the Product (excluding batteries) within 3 working days subject to availability of the product. Once the replacement is completed, the Purchaser or Installer is obliged to arrange the shipping of the faulty product to Fox ESS within a maximum of thirty (30) business days from the date the spare parts replacement has been received. Failure to do so will forfeit eligibility for the service rebate outlined in section 5. Exception can be made for specific cases to minimize logistic costs but only subject to Fox ESS approval. Buyer, being it an Installer or End User, is responsible to keep track of the faulty components. If the faulty parts cannot be returned, the customer must compensate Fox ESS for the loss in an amount equal to half of the value of the original Product as shown in the purchase invoice.

Subject to the validity of the Warranty claim, Fox ESS reserves the right to supply a different or newer product model, or product from a third-party, if appropriate. Shipment and delivery date to be agreed between the parties when the claim has been confirmed and accepted. The replaced unit or part will keep the Warranty Period of the original Product. Any replacement parts may be new or refurbished if older than 6 months since production date. In case of replacement, the Product removed shall become the property of Fox ESS.

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 and 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.

Fox ESS reserves the right to require End User to pay a deposit prior to the subsequent performance for End Users who have, or had, overdue payment in purchasing of products or service from Fox ESS, its subsidiaries or distributors.

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.

9. End User's obligations

The End User shall provide Fox ESS Service personnel free-of-cost with adequate access to the Site, with a suitable lifting tool, if necessary (upper edge installation height more than 1,80m), and any special instructions for access to the Site. Fox ESS shall have no liability in the event that access is not provided to the site despite previous date arrangement and End User might be invoiced for any costs incurred by Fox ESS in the event an additional visit is required to the Site due to lack of access.

It is the End User's responsibility to notify Fox ESS of any hazards at the Site and assure that the Site is free from hazards or obstructions, and that all safety precautions are followed at the Site.

It is the End User's responsibility to ensure proper and professional storage of any goods in dry and shielded environment (indications for this can be found in the Manual and the proper maintenance of any Products.

In case the root of failure is confirmed to be out of this Warranty by an On-site Report, Recovery Report or Repair Report, Fox ESS reserves the right to charge the related costs and expenses including but not limited to Site calls involving an inspection that determines no corrective maintenance, replacement of equipment, installation, materials, freight charges, travel expenses or labor of Fox ESS or its authorizes agents to the End User. Fox ESS reserves the right to adjust the prices. In case of adjustments or changes Fox ESS will inform in advance.

FOX ESS'S OBLIGATIONS UNDER THIS WARRANTY ARE EXPRESSLY CONDITIONED UPON SETTLEMENT TOWARDS FOX ESS, ITS SUBSIDIARIES OR DISTRIBUTORS OR ITS AUTHORIZED AGENTS (INCLUDING INTEREST CHARGES, IF ANY) OF ALL DUE PAYMENTS FOR THE PRODUCTS. DURING SUCH TIME, AS LONG AS FOX ESS HAS NOT RECEIVED PAYMENT OF ANY AMOUNT OWED FOR THE PRODUCTS, IN ACCORDANCE WITH THE CONTRACT TERMS UNDER WHICH THE PRODUCT IS SOLD, FOX ESS SHALL HAVE NO OBLIGATION UNDER THIS WARRANTY. ALSO DURING SUCH TIME, THE PERIOD OF THIS WARRANTY SHALL CONTINUE TO RUN AND THE EXPIRATION OF THIS WARRANTY SHALL NOT BE EXTENDED UPON PAYMENT OF ANY OVERDUE OR UNPAID AMOUNTS.

10. 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 point 2. 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 applicable data protection laws and regulations.

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 shall inform the End User of the processing of their personal data and their rights under applicable data protection laws and regulations. Fox ESS commits to ensuring that all data processing procedures comply with current regulations.

11. Costs in Case of Warranty Inapplicability

If Warranty claims are made to Fox ESS and it is determined that the Warranty conditions are not met, all costs incurred during the claim verification process will be borne by the End User. This includes, but is not limited to, labor costs incurred by Fox ESS for system examination or battery product inspections, including any costs for component removal and (re)installation.

However, the End User will be exempt from these costs if they can demonstrate that the Warranty claim was valid and recognized based on the circumstances at the time of the claim.

Fox ESS is committed to managing any personal information provided by the End User during this process in accordance withapplicable data protection laws and regulations and will ensure that the data is handled lawfully, fairly, and transparently.

12. Dispute Resolution

In the event of disputes related to Warranty claims, such disputes will be referred and definitively resolved under the applicable law clauses and the dispute resolution procedures outlined in the purchase contract or purchase order between the Purchaser and Fox ESS. If such a clause is not regulated in this document, disputes will be referred to the competent court in the seller's country of origin, in the district where the seller is based.

13. Force Majeure

Fox ESS will not be responsible to the Purchaser, End User, or third parties for any failure or delay in the performance of the terms and conditions of sale, including this limited Warranty, due to causes of force majeure, wars, riots, strikes, lack of labor, adequate and sufficient materials or capacity, technical or performance failures, and any unforeseen event beyond its control, including but not limited to any technological or physical event or condition that is not reasonably known or understood at the time of sale of the Products or the Warranty claim.

14. Non-Independent Warranties

The Purchaser has the right to make claims under each of the warranties listed above; however, if Warranty claims arise from multiple limited warranties due to a single defect, and Fox ESS remedies that defect as indicated above, it will be considered that Fox ESS has resolved all applicable Warranty claims arising from that defect.

15. Other Provisions

The repair or replacement of Products or the provision of additional Products does not initiate new Warranty terms, nor does it extend the original terms of this limited Warranty. Replaced products become the property of Fox ESS, which will dispose of them. Fox ESS reserves the right to provide another type (different in size, color, shape, and/or power) if Fox ESS discontinues the production of the replaced Products at the time of the claim. The limited Warranty may be provided, at Fox ESS's discretion and subject to availability, in different languages as a courtesy translation.

16. Additional Legal Rights

In addition to the Warranty provided by Fox ESS, the End User or Installer has statutory rights that will not be limited or replaced by this Warranty. Notwithstanding the provisions of Article 1 of this Policy, products provided by Fox ESS come with warranties that cannot be

excluded under consumer protection laws in the country/territory where the product is installed.

If any part, provision, or clause of this limited Warranty, or its application to any person or circumstance, is deemed invalid, void, or unenforceable, such decision will not affect and leave unaffected all other parts, provisions, clauses, or applications of this limited Warranty. For this purpose, such other parts, provisions, clauses, or applications of this limited Warranty shall be deemed severable.

17. Recharge the battery

After the product is powered off, static power consumption and self-discharge loss may occur in internal modules. Therefore, charge batteries in a timely manner and do not store the product in low SOC. Otherwise, the product may be damaged due to over discharge, and battery modules need to be replaced.

Note:Permanent battery faults caused by delayed charge due to customer reasons are beyond the warranty scope.

18. Notice

The Company does not recycle batteries. Please scrap the product in accordance with relevant local regulations and standards to avoid property losses or casualties.

Contact Information

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