



Fox ESS Heat Pump Warranty Policy

i. Scope of Warranty

Fox ESS provides the following limited warranty for its heat pump products (herein referred to as the Product(s) unless explicitly stated otherwise) produced and 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 are breached. This Fox ESS Warranty Policy (herein referred to as the Policy) is applicable in all the countries where the product is sold through recognized Fox ESS partners. The Product(s) included in this Policy are:

HP series, HP BOX series

Important:

Please note, this warranty policy covers Fox ESS Products as specified herein. This warranty is only limited to the Fox ESS heat pump range and does not cover any external or ancillary parts such as batteries or inverters. These components are subject to their respective warranty policies.

This Policy shall not be considered a guarantee of the durability of the product, nor does it include any specific product ability.

This Policy is only limited 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, heat pump 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

The Policy provides warranty cover as outlined below:

Standard Warranty

The Product listed below will be free from defects in materials and workmanship for a period of sixty (60) months from the date of installation, but no more than sixty-five (65) months from the date of manufacture of the Product (whichever comes first):

HP series, HP BOX series

The registration of the Product (see section 7) is required to be completed via the Fox website before the end of thirty-six (36) months from the date of manufacture of the Product.

The heat pump must be maintained annually in accordance with the manufacturers' instructions. The cost of the annual service is not included in the warranty. System filters must be checked and cleared during the regular maintenance to avoid flow issues. The Heat Pump Logbook must be completed, and maintenance records must be retained for inspection by Fox ESS prior to any warranty work. If the appliance has not been suitably maintained, the warranty will be invalidated.

iv. Policy Claim Eligibility

The only person(s) eligible to claim a warranty under this contract 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.

v. Limited Liability

In the event of damage 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;
- 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 to the Product or its parts;
- Improper use or misuse of the Product(s) by the Installer of 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 models 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 improper transportation of the Product(s);
- 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;
- Incorrect selection of the equipment, including defective design and/or application;
- Incorrect installation, inappropriate or unperformed commissioning, inappropriate maintenance or neglect, accidental and/or deliberate damage, misuse, normal wear and tear and any unauthorized alteration or repair;
- Faults or costs resulting from external sources anomalies such as lack of (or excessive) power supply, insufficient water, water/air contamination, scale formation and any other elements outside Fox ESS's reasonable control or responsibility;
- Blockages and consequential damage caused by dirty/contaminated water, e.g. damaged pumps, blocked plate heat



- exchangers, blocked filters;
- Faults due to restricted airflow around the outdoor units, cause by for example blocked coils, or minimum clearances not maintained, e.g. due to obstacles near to or surrounding the unit;
 - Outdoor units installed incorrectly in an indoor heated space;
 - System connected to an incorrect power supply or to a temporary power supply;
 - The repair or replacement of any relevant product consumables and the costs of any ordinary Product maintenance, and Costs and/or faults resulting from any other use but the domestic purpose the Products are intended for.

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 center;
- 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 (equal or better performance) by Fox ESS. Fox ESS may replace parts with refurbished parts.

vi. 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.

vii. Registration

It is recommended that all Products are registered in order that they qualify under the terms of this Policy. Warranties should be registered within thirty-six (36) months of installation; however, it is recommended that they are registered no more than six (6) weeks following the successful installation and commissioning of the Product where possible. 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

viii. 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 is obliged 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. Failure to do so will forfeit eligibility for the service rebate outlined in section 5.

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.

ix. 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 come with guarantees that cannot be excluded under consumer laws in the country/territory where the product is installed.

x. Data Protection

To carry out this warranty, Fox ESS collects, processes, and uses the data provided by the customer and the cloud system during registration, as described in section 2. The data collected will be used exclusively for warranty management and any necessary repair interventions. If required, Fox ESS may share this data with a third-party company or other parties commissioned by Fox ESS for repairs, ensuring that these parties handle the data in accordance with the General Data Protection Regulation (GDPR).

Furthermore, Fox ESS collects data via the online connection regarding the operation and conditions of the system to monitor performance and ensure safety. This data is processed in a way that protects the privacy of the end user and is used only for the specified purposes. The purchaser is obligated to inform the end user of their rights under the GDPR,



including access, correction, deletion, and objection to data processing. Fox ESS commits to ensuring that all data processing procedures comply with applicable regulations.

Contact Information

FOXESS Co., Ltd

8, Xiqin Road, Xinqu District, Wuxi City, Jiangsu Province, China 214000

service@fox-ess.com

www.fox-ess.com