Fox ESS Türkiye M1 Microinverter Warranty Policy

i. The M1 Microinverters (the "Products") supplied by Fox ESS Co., Ltd ("Fox ESS") are designed to withstand normal operating conditions when used for their originally intended purpose in compliance with the Fox ESS User Manual supplied with the system. This Fox ESS Limited Warranty ("Limited Warranty") covers Defective Products for a period of twelve (12) years (the "Warranty Period"), taking effect on the earliest date of the following: (i) maximum up to three months after the date of original purchase of the Product, or (ii) the date the Product is registered in Fox ESS cloud, or (iii) the date the product first connects to the Fox ESS cloud via Bluetooth.

ii. Upon reception of the Product, the Buyer shall make without delay any observations and reservations that would be appropriate and inform Fox ESS in writing. In the absence of written notification sent to the Supplier at least fifteen (15) calendar days after the receipt of the Products by the Buyer, it shall be presumed that the Products were provided to the Buyer in perfect condition and correspond to the needs of the Buyer.

iii. A Product is defective if it is inoperable because of defects in material and workmanship, provided that Fox ESS, through inspection, establish- es the existence of that defect ("Defective Product").

iv. To obtain service under this Limited Warranty, the holder of the Warranty must comply with the Return Merchandise Authorization ("RMA") procedures, which can be found at www.fox-ess.com.

v. During the Warranty Period, Fox ESS will, at its option, either (1) repair or replace the Defective Product free of charge, or (2) provide a refund to the holder of the Warranty of an amount equal to the actual value of the Defective Product at the time of the discovery of the defect. Fox may, at its option, use new and/or reconditioned parts, and/or parts of the original or a subsequent design, in repairing or replacing the Defective Product. If Fox ESS repairs or replaces the Defective Product, Fox ESS will also cover the cost of shipping the replacement Product from Fox ESS to the customer, but not the cost of any import duties or taxes. (Other exclusions may apply, and are listed in the RMA procedures). This Limited Warranty does not cover shipping cost of the Product to Fox ESS, or labor costs related to removing the Defective Product or re-installing the repaired or replacement Product, or any shipping damage. If Fox ESS repairs or replaces a Defective Product, the Limited Warranty continues on the repaired or replacement Product for the remainder of the original Warranty Period.

vi. The Limited Warranty does not apply to, and Fox ESS will not be responsible for, any defect in, or damage to, any Product that (1) has not been purchased from Fox ESS or an entity expressly authorized by Fox ESS to resell the Product , or (2) has been purchased on a non-authorized third-party e-shop, or (3) normal wear and tear, including discoloration and scratches, or (4) has been disassembled, tampered with, or modified in any way, or (5) has been misused, neglected, improperly installed, or (6) used under conditions for which the product was not designed to be used or used differently than outlined in the Fox ESS User Manual, or (7) has been subjected, directly or indirectly, to circumstances beyond reasonable control, including, without limitation; earthquakes; fires; floods; typhoons; war; civil or military disturbances; acts of terrorism; sabotage; riots; any such circumstances beyond its reasonable control as may cause interruption, loss of function, communication disruption or performance issues (hardware or software); water intrusion; corrosion; infestations; or input voltage outside the parameters listed in the Product specifications, whether from the grid, generators, or lightning strikes, or (8) has been impacted by incidental or consequential damage caused by other components of the electrical system within which it is installed, or (9) has been subject to any attempt to alter or remove the original identifi- cation markings (including trademark, model number, or serial number).

vii. This limited warranty is the sole and exclusive warranty given by fox ESS. And where permitted by law, is made expressly in lieu of all other warranties, express or implied, statutory or otherwise, including, without limitation, warranties of title, quality, merchantability, fitness for a particular purpose or non-infringement, or warranties as to the accuracy, sufficiency, or suitability of any technical or other information provided in manuals or other documentation. In no event will fox ess be liable for any special, direct, indirect, incidental or consequential damages, losses, costs, or expenses, however arising, whether in contract or tort, including without limitation any economic losses of any kind, any loss or damage to property, or any person- al injury.

viii. Some jurisdictions do not allow limitations or exclusions on implied warranties or on the duration of an implied warranty or on the limitation or exclusion of certain damages, so the above limitation(s) or exclusion(s) may not apply. This Limited Warranty gives the customer specific legal rights, and the customer may have other rights that may vary from jurisdiction

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