



## EN Fox ESS Warranty Policy for EP-Batteries

The WEEE number of Fox ESS Germany GmbH is 95529743.

### 1. Scope of Warranty

Fox ESS provides the following limited warranty for its battery products (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 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:

#### EP5 EP11

#### Important:

Please note, this warranty policy covers Fox ESS Products as specified herein. Any ancillary parts or add-on devices supplied by Fox ESS may be covered by a separate warranty policy.

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

### 2. Contracting Parties

" End-User " within the meaning of this warranty is any person who owns a system and has not acquired it for resale or to install it for third parties as part of their commercial or independent professional activities. This applies regardless of from whom the system was purchased.

In addition to the claims arising from these warranties, the End-User is also entitled to statutory product liability claims and defect claims against the seller. The seller may be a person other than Fox ESS. These potentially more favorable rights for the End-User are neither replaced nor restricted by this manufacturer's warranty. The End-User only acquires the claims expressly described in this manufacturer's warranty; no other contractual or statutory claims arise in the relationship between the End-User and Fox ESS as a result of this manufacturer's warranty.

### 3. Warranty Period

The standard performance warranty for the products is valid for a period of one hundred and twenty (120) months from the date of installation, but no longer than one hundred and twenty-six (126) months from the manufacturing date of the product (whichever comes first) (the "Performance Warranty Period"). The product registration (see Section 9) must be completed via the Fox ESS website before the expiration of thirty-six (36) months from the manufacturing date of the product.:

### 4. Scope of Warranty

Fox ESS liability under this Policy shall be limited to replacement, repair, refund and compensation. Replaced or repaired Products shall be warranted for the remainder of the original Term of Performance Warranty. In any event, the replacement shall not justify the renewal of the Term of Performance Warranty.

### 5. Performance Warranty Terms

Fox ESS warrants and represents that the Product retains at least 60% of Nominal Energy for 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 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 years Performance Warranty shall be as follows:

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



## WARRANTY POLICY

VERSION 1 - 12/Jul./2024

Product	Nominal Energy	Energy Throughput
EP5	5.18kWh	9.3MWh
EP11	10.36kWh	18.6MWh

iii. 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:

Charge: (0.5C) CC/CV, Cut-off current (0.05C)

Discharge: (0.5C) CC/CV

- A warranty extension can be purchased from Fox ESS or from Fox ESS authorized dealers no later than 12 months after the date of initial installation.
- A battery expansion can be requested from Fox ESS or Fox ESS authorized distributors no later than 12 months after the date of initial installation.

### 6. 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:

- Improper installation of the product(s) and/or installation by a non-accredited installer; not conforming to their intended use or the requirements of the English-language installation and operating instructions valid at the time of installation, especially if prescribed limits regarding installation location, ambient humidity, and temperature\* were not adhered to, or if a battery expansion was not carried out according to the manufacturer's specifications; (\*Please refer to the manual for specific application conditions).
- Unauthorized modifications, repairs, or other interventions by the end-user or a third party without Fox ESS certification training and without approval from Fox ESS, particularly when using parts and accessories that do not meet the original specifications of Fox ESS or are not approved by Fox ESS for use;
- 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, over voltage, 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 re-installation 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.

### 7. Product Exchange and Compensation

If the products are no longer available on the market, Fox ESS may, at its own discretion, replace them with an alternative product of equivalent functions and performance.

FOXESS CO., LTD. No. 939, Jinhai Third Road, Wenzhou City, Zhejiang Province, China



## WARRANTY POLICY

VERSION 1 - 12/Jul./2024

This warranty does not cover claims for incidental or consequential damages to personal property, nor does it reimburse or compensate for energy costs incurred due to the failure of the system.

### 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.

### 9. Registration

This warranty is valid only under the following (cumulative) conditions:

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.

- Product model
- Product serial number
- Installation date
- Customer name
- Installation postal/zip code
- Full installation address
- Name of installation company

### 10. 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.



## WARRANTY POLICY

VERSION 1 - 12/Jul./2024

### 11. Data Protection

To implement this warranty, Fox ESS collects, processes, and uses the data provided by the customer and their cloud system during registration according to point 2 (and, if necessary, transfers this data to a craft business in the electrical field or other agents commissioned by Fox ESS for repairs). Additionally, Fox ESS collects data on the operation and condition of the systems through the online connection.

### 12. Costs in Case of Non-Applicability of Warranties

If warranty claims are made against Fox ESS and it turns out that they do not exist, any costs incurred in the course of asserting the claims must be borne by the End-User. In addition, the End-User must bear the costs, including any labor costs, incurred by Fox ESS in examining the Cloudy system or the battery modules (including, if applicable, the costs of removal and (re)installation), unless the End-User could not have recognized under the circumstances that the warranty claims do not exist.

### 13. 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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