

WHES Limited Warranty

Weiheng Intelligent Technology CO., LTD. (hereinafter referred to as “**WHES, We or Us**”) provides the following limited warranty for inverters and batteries (hereinafter referred to as the “**Product**”) supplied by WHES. This WHES Limited Warranty (hereinafter referred to as the “**Warranty**”) is applicable in all the countries where the Product is sold by WHES directly or through authorized distributor of WHES. The Products included in this Warranty are the charger and charging cable. The products models are as follows.

Products	Model
Electric Vehicle Charger	ECA-702AUA-0
Electric Vehicle Charger	ECA-223AUA-0

1 Limited Warranty Scope

1.1 Repair Condition

If a defect with the Product is discovered that is covered under the Warranty, WHES will repair or replace the non-conforming Product or parts thereof within the Warranty Period at no charge (or provide a partial refund) on the following conditions:

- (1) Whether to repair or replace the Product will be determined by WHES at its sole discretion.
- (2) The Product or any of its parts to be replaced will have the functionally equivalent performance and reliability as the original Product. If the production of the relevant type of the Product or any of its parts have been discontinued, withdrawn, or otherwise unavailable on the market, WHES reserves the right to replace the Product or parts with a similar Product or part (which may include previously used parts that are functionally equivalent to new in performance and reliability). Due to technical advances, it is possible that replacement parts or components may not be compatible with the other components already installed. Any costs relating to the incompatibility of systems are not covered by this Warranty. If the Products are replaced within the Warranty Period, the

remaining warranty period will be automatically transferred to the replacement products without an additional extension.

1.2 Limitation of Liability

We have compiled this document to the best of its knowledge but cannot guarantee that all information provided is error-free, nor will it accept liability in this respect.

To the maximum extent permissible under local applicable law, we hereby disclaims any and all indirect, incidental, special and consequential damages arising out of or relating to the AC Charger, including, but not limited to, loss of time, loss of income, loss of use, loss of personal or commercial property, inconvenience or aggravation, emotional distress or harm, commercial loss (including but not limited to lost profits or earnings), incidental charges such as telephone calls, facsimile transmissions, and mailing expenses. To the maximum extent permissible under local applicable law, we will not be liable for any direct damages in an amount that exceeds the market value of the AC Charger at the time of the claim.

The above limitations and exclusion will apply whether or not the customer's claim is in contract, tort (including negligence and gross negligence), breach of warranty or condition, misrepresentation (whether negligent for otherwise) or otherwise at law or in equity, even if we have been advised of the possibility of such damages or such damages are reasonably foreseeable.

Nothing in this manual shall exclude, or in any way limit, our liability for death or personal injury solely and directly caused by their negligence, or that of its employees, agents, or sub-contractors (as applicable), fraud, or fraudulent misrepresentation, or any other liability to the extent the same is proven in a court of competent jurisdiction in a final non-appealable judgment and may not be excluded or limited as a matter of local law.

2 Warranty Period

As defined in the table below, the Warranty Period is subject to the following terms and conditions:

2.1 AC /DC Charger

A warranty period of 24 months, starting from the date of WHES shipment.

2.2 Remaining Warranty

If the remaining warranty period is less than 3 months after the product is repaired during the warranty period, it is calculated as 3 months.

2.3 Non-warranty situations

2.3.1 Damage caused by users' self-modification of third-party background, or users' independent upgrading and modification of equipment

2.3.2 Product damage caused by fires, floods, abnormal voltages, other natural disasters, and second-level disasters

2.3.3 Product faults caused by falling and transportation after purchase

2.3.4 Product faults caused by operating the product not in compliance with the user manual or in a mismatched usage scenario

2.3.5 Faults and damages caused by obstacles outside the product (artificial or external equipment factors).

2.4 Extended warranty

Extended Warranty Policy: WHES provides extended warranty services, which are purchased synchronously when placing an order.

Extended Warranty Period	Price
1 year	10% of sale price
2 years	20% of sale price
3 years	30% of sale price

3 Warranty Claim

3.1 Who can make a claim

Warranty claims can be made by or on behalf of the end-user who acquired and put the Product into use for the first time. A subsequent owner of the Product who provides proof of ownership is also entitled to make Warranty claims.

3.2 Claim process

For the claimant, please contact the reseller where the Product was purchased, or the installer who installed the Product, they will contact WHES if necessary. If the claimant was unable to obtain service from them, or was NOT satisfied with their service, the claimant can escalate their service request by contacting with

WHES service team or make a claim to WHES via official website:
<http://www.whes.com>.

When contacting, please have the following information on hand as it may be required:

- (1) Contact information of claimant, including name of the person, full installation address, phone number and email address.
- (2) A copy of the original invoice.
- (3) Information of the defective product, including product model, serial number, SN code, installation date and failure date.
- (4) Installation information, including brand, model, and number of PV panels; if the defective product is an energy storage system, the brand and model of batteries are also needed.
- (5) Description of actions before the failure, error message on ECOS APP (if applicable) and fault details.

3.3 Cost of Claim

In terms of the costs of submitting a warranty claim for invalid claims under this Warranty, we will not be liable for the end-user's costs in making the warranty claim, including transport or return freight. In respect of valid claims under this Warranty, the end-user will not be charged for reasonable costs associated with the making of a warranty claim, including warranty processing costs, the cost of replacement part or freight, and labor cost associated with the Products removal and installation. Reimbursement for necessary and reasonably incurred costs or expenses in making valid warranty claims under this Warranty may be claimed from us.

If the Product is found not to be defective (either under this document or the applicable local law) or the Warranty has expired, the claimant will be responsible for the call out fees, transportation and shipping fees and/or repair/replacement costs invoiced by the WHES or the authorized distributors.

4 Remedy

If a claim is received within the warranty period and a fault with the product is discovered that is covered under the Warranty, WHES will repair or replace the nonconforming Product or parts thereof within the Warranty term at no charge (or provide a partial refund) on the following conditions:

- (1) Whether to repair or replace the Product will be determined by WHES at its sole discretion.
- (2) The Product or any of its parts to be replaced will have the same performance and reliability as the original Product. If the production of the relevant type of the Product or any of its parts have been discontinued, withdrawn from the market, or otherwise unavailable, WHES may replace the Product or parts with a similar Product or part (which may include previously used parts that are equivalent to new in performance and reliability). Due to technical advances, it is possible that replacement parts or components may not be compatible with the other components already installed. Any costs relating to the incompatibility of systems are not covered by this Warranty. If the products are replaced within the Warranty period, the remaining warranty period will be automatically transferred to the replacement products.
- (3) If it's proven that the problem is caused by faulty installation, WHES reserves the right to contact the original installer and request that they provide a solution to fix the issue before WHES's intervention and may charge the subsequent cost to the original installer if they fail to provide a proper solution to fix this issue.
- (4) The remedies as set out above are the sole and exclusive obligations of WHES to you under this Warranty and WHES will have no other liability to you if the Product fails to comply with the Warranty.

5 General Exclusions

Damage or impairment related to the causes listed below are NOT covered by this Warranty:

- (5) Normal wear and tear.
- (6) Damage or failure caused by unauthorized upgrades conducted by a customer.
- (7) Damage or failure caused by external factors such as fire, flood, abnormal voltage, other natural disasters, and secondary disasters.
- (8) Damage or failure caused by improper handling of the charger, such as impact from a fall and careless transportation after purchase.
- (9) Damage or failure caused by a customer not following the user manual.

- (10) Damage or failure caused by non-equipment factors like human error by a non-authorized individual carrying out maintenance.
- (11) Unauthorized repairs will render the limited warranty void.
- (12) Damage or failure caused by external factors such as power grid malfunctions.
- (13) Amendment, alteration, modification, or revision of the terms of this Warranty, which is not authorized or agreed by WHES in writing;
- (14) Non-compliance with applicable laws, regulations, and standards;
- (15) Improper transportation, handling, and delivery, including but not limited to dropping, trampling, deforming, impacting, caused by the distributor, carrier (courier), installer, end-user, or other third party who is in charge;
- (16) Improper storage or placement of the Product before the installation, where the Product shall be installed within one month from the Warranty Commencement Date;
- (17) Failure to install/re-install the Product (including inverters or chargers) in accordance with the Product Manual, User Manual, Installation Guidance, and/or Technical Agreement (as the case may be, hereafter referred to as "Manuals"), or the case in which the installation/re-installation is not performed or completed by certified and qualified personnel recognized by WHES;
- (18) Improper or omission of maintenance or operation of the Product in accordance with the Manuals;
- (19) Where the Product is operated in an incorrect voltage, in excess of 45°C or the temperature range set out on the label, or is exposed to direct sunlight;
- (20) Insufficient ventilation/airflow of the Product in accordance with the Manuals;
- (21) Climate or other environmental influence, foreign material contamination (e.g., dirt, smoke, salt, chemicals, and other impurities), water entry, exposure to excessive heat or solvents, exposure to strong noises and vibrations, exposure to a strong magnetic field, or a force majeure event outside the reasonable control of WHES;
- (22) Complete or partial disassembly, modification, or repair, whether by physical means, programming, or otherwise, not made or attempted to

- be made by certified and qualified personnel recognized by WHES;
- (23) Abuse, misuse, intentional damage, negligence, or accidental damages;
 - (24) Use of the Product other than in an ordinary and customary manner set out in the Manuals;
 - (25) Fair wear and fair tear of the Product and its parts thereof, such as fuses, surge suppressors, filters, and cosmetic/optical damages;
 - (26) Loss of profit and other out-of-pocket fees or costs due to downtimes or other interruption of the Product.

This Warranty shall be void, if

- (1) The Product's original serial number, rating labels intact and readable has been modified, altered, or cannot be clearly identified;
- (2) The end-user fails to make a valid warranty claim under this Warranty in accordance with the requirements set out in the "Warranty Claim" section within one month after end user becomes aware of such defect;
- (3) The Product is resold/relocated/reinstalled in a place other than the original place, WHES grants the prior written confirmation/approval on the installation/relocation and such installation/relocation shall be made by a qualified installer who has provided a test report to WHES; and
- (4) This Warranty is expired or otherwise terminated without the extension.

6 Warranty Restriction

Unless otherwise specified herein, to the extent permitted by applicable law, the Warranty and above remedies shall be exclusive and replace all other guarantees and remedies, oral or in writing, expressed or implied. To the extent permitted by applicable law, WHES expressly rejects any and all legal or implied warranty, including but not limited to warranties of merchantability, fitness for a particular purpose and hidden or potential defects. If WHES cannot abandon implied warranty as prescribed by applicable law or the guarantee specified by applicable laws, all of such guarantees and warranties shall limit to implied warranty as prescribed by applicable law or the scope within applicable laws and shall be under mandatory application according to applicable law.

No distributor, agent or staff of WHES and / or WHES's authorized service partner is authorized to make any revision, extension or addition to this Warranty. The

legality and enforceability of remaining clauses herein shall not be affected or damaged if any of clauses herein is adjudged to be illegal or unenforceable. Unless otherwise specified herein, to the maximum range permitted by applicable law, WHES will not be liable for any indirect, special, accidental or derivative losses caused by the purchase or use of Products and its system, including but not limited to the loss of use, loss in income, actual or expected loss in revenue (including contract revenue losses), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, personal injury or damage loss, or the indirect or derivative loss or damage (including any expense arising from the replacement of equipment and property, resumption of production, etc.) caused by any reasons.

WHES'S LIABILITY FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY THE CUSTOMER/END USER TO WHES FOR SUCH PRODUCT GIVING RISE TO THE LIABILITY. EXCEPTED FROM THIS IS LIABILITY ON THE GROUNDS OF CULPABLE INJURY TO LIFE, PHYSICAL INJURY OR INJURY TO HEALTH AND THE MANDATORY LIABILITY FROM INTENT OR GROSS NEGLIGENCE.

7 Limitation on Use

The Product is not intended for use as a primary or backup power source for life-support systems, other medical equipment, or any other use where product failure could lead to injury to persons or loss of life or catastrophic property damage. To the extent permitted by law, WHES disclaims any and all liability arising out of any such use of the Product. Further, WHES reserves the right to refuse to service any Product used for these purposes and disclaims any and all liability arising out of WHES's service or refusal to service the Product in such circumstances.

*For accessories, WHES provides a two-year standard warranty.

In order to satisfy functional iterations and eliminating potential risks, WHES will provide firmware remote upgrade service to improve Product performance. WHES strongly recommends the end user connect the Product to the Internet. Without an Internet connection, we may not be able to provide important

remote firmware upgrades. PLEASE NOTE, IF WHES CANNOT PERFORM REMOTE UPGRADE DUE TO THE FAILURE OF THE END-USER TO PROVIDE THE ABOVE CONNECTION OR ACCESS, THE END-USER SHALL BEAR THE ADVERSE OR NEGATIVE CONSEQUENCES ARISING THEREFROM AND THE WARRANTY MAY NOT APPLY.

Contact Information

WHES AU After-sale Service

Tel: +61 451888483/ +61 417183105

E-mail: info@whes.com