

WHES Limited Warranty

Jiangsu 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:

Myrtillo series: BXC-4.992kWh-1S/2S/3S/4S/5S/6S

BXC-4.992kWh-1S-1/2S-1/3S-1/4S-1/5S-1/6S-1

*A system consists of a varying number of BXC-4.992kWh battery boxes, one HBC-571/HBC-571-I high voltage box and a base.

1 Limited Warranty Scope

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 If the production of the relevant type of the Product or any of its parts have been discontinued, withdrawn, or otherwise unavailable on the market, WHES reserves the right to replace the Product or parts with a similar Product or part (which may include previously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.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

2 Warranty Period

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

2.1 Product Warranty

WHES warrants that we will repair or replace the device or any part thereof if such the Product is faulty or defective in manufacture or materials for a period of ten (10) years*. This warranty period will be starting from the earlier one of the following two dates (hereafter referred to as the “**Warranty Commencement Date**”):

- (1) The date on which the Product was first installed.
- (2) 6 months after the date of production.

Where a Product or part thereof is replaced or repaired under this Warranty, the balance of the original Warranty period will apply. The replacement product or part(s) do not carry a new voluntary warranty.

2.2 Performance Warranty for Myrtillo Series

WHES warrants that the battery box used in Myrtillo series will (i) remain seventy percent (70%) of its Usable Energy for ten (10) years from the Warranty Start Date; or (ii) reach the Minimum Throughput Energy as shown in the table below, which is calculated from the Warranty Start Date.

The Product Minimum Throughput Energy is determined by the number of BXC-4.992kWh battery boxes in the system. The minimum throughput energy for one battery box is as follows:

Product Module	Minimum Throughput Energy (MWh)
BXC-4.992kWh	16.42MWh

The minimum throughput energy for Myrtillo series are as follows:

Product Series	Minimum Throughput Energy (MWh)
BXC-4.992kWh-1S BXC-4.992kWh-1S-I	16.42MWh
BXC-4.992kWh-2S BXC-4.992kWh-2S-I	32.84MWh
BXC-4.992kWh-3S BXC-4.992kWh-3S-I	49.26 MWh
BXC-4.992kWh-4S BXC-4.992kWh-4S-I	65.68 MWh
BXC-4.992kWh-5S BXC-4.992kWh-5S-I	82.1 MWh
BXC-4.992kWh-6S BXC-4.992kWh-6S-I	98.52 MWh

Notices:

1. Battery (pack) module is defined as: when the Warranty Period expires or the life cycle discharge (i.e, Minimum Through Output Energy) is full and completed, which comes first, the remaining capacity EOL shall meet the abovementioned specification requirements,.
2. The power module is only associated with the Warranty Period and has nothing to do with the battery (pack) performance.
3. Capacity test conditions: at an ambient temperature of 25°C±3°C, after charging at a set current of 0.5C to 90% SOC, let it stand for 30 minutes, and discharge the tested battery module at a set current of 0.5C to the discharge termination voltage, and record the amount of electricity released in the process.

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: 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 General Exclusions

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

- (1) Amendment, alteration, modification or revision of the terms of this Warranty, which is not authorized or agreed by WHES in writing;

- (2) Non-compliance with applicable laws, regulations and standards;
- (3) Improper transportation, handling and delivery , including but not limited by dropping, trampling, deforming, impacting, caused by the distributor, carrier (courier), installer, end-user or other third party who is in charge of;
- (4) Improper storage or placement of the Product before the installation, where the Product shall be installed within one month from the Warranty Commencement Date;
- (5) Failure to install/re-install the Product (including inverters or charger) in accordance with Product Manual, User Manual, Installation Guidance and/or Technical Agreement (as the case may be, hereafter referred as “**Manuals**”), or the case in which the installation/re-installation is not performed or completed by certified and qualified personnel recognized by WHES, where a certified and qualified personnel shall be a trained and skilled electrician or installer;
- (6) Improper/omission of maintenance or operation of the Product in accordance with the Manuals
- (7) Insufficient ventilation/airflow of the Product in accordance with the Manuals;
- (8) 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;
- (9) Complete or partial disassembly, modification or repair, whether by physical means, programming or otherwise, not made or attempt to be made by certified and qualified personnel recognized by WHES;
- (10) Abuse, misuse, intentional damage, negligence or accidental damages,
- (11) Use of the Product other than in an ordinary and customary manner set out in the Manuals;

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.

5 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.

6 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 (CT CLAMP, SMART METER, WIFI DONGLE), 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

Jiangsu Weiheng intelligent technology Co.,Ltd.

WHES After-sale Service

Address: Sheng Xiang, Yaxi Community, Luoshe Town, Huishan District, Wuxi City, Jiangsu Province

Tel: 4008776999

E-mail: aftersales@weiheng-tech.com

Web: www.whes.com

Importer for Australia

Importer Company: ECACTUS PTY LTD

Importer Address: Level 32, 367 Collins St, Melbourne, Victoria, 3000

Importer Telephone: +61451888483, +61417183105

Importer Email: service.au@whes.com

Web: www.whes.com/au