

# WEIHENG Limited Warranty

Jiangsu Weiheng Intelligent Technology CO., LTD. (hereinafter referred to as "**WEIHENG, We or Us**") provides the following limited warranty for inverters and batteries (hereinafter referred to as the "**Product**") supplied by WEIHENG. This WEIHENG Limited Warranty (hereinafter referred to as the "**Warranty**") is applicable in all the countries where the Product is sold by WEIHENG directly or through authorized distributor of WEIHENG. The Products included in this Warranty are:

| Products                          | Model                                    |
|-----------------------------------|--|
| Myrtillo Series                   | WH-BXC4992-1S/2S/3S/4S/5S/6S             |
|                                   | WH-BXC4992-1S-1/2S-1/3S-1/4S-1/5S-1/6S-1 |
| Agave-TH Series:                  | WH-TIA502/602/802/103/123/133            |
| PowerPod (Agave-SH Ultra) Series: | SIA3.5/4.6/5/6/8/10kW                    |

## 1 Limited Warranty Scope

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.

If a defect with the Product is discovered that is covered under the Warranty, WEIHENG 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 WEIHENG 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 If the production of the relevant type of the Product or any of its parts have been discontinued, withdrawn, or otherwise unavailable on the market, WEIHENG reserves the right to replace the Product or parts with a similar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.

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## 2 Warranty Period

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

### **Warranty Commencement Date:**

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

| Product                   | Covered Module | Warranty Period   |
|---------------------------|----------------|---|
| Myrtillo                  | WH-BXC4992     | the following conditions (1) or (2), whichever comes first:<br>(1) remain 80% of its Usable Energy for 10 years from the Warranty Commencement Date.<br>(2) reach the Minimum Through Output Energy (as defined below) from the Warranty Commencement Date. |
|                           | HBC571         | 10 years from the Warranty Commencement Date.   |
|                           | HBC571-I       |   |
| Agave-TH                  | WH-TIA Series  | 10 years from the Warranty Commencement Date.   |
| PowerPod (Agave-SH Ultra) | SIA Series     | 10 years from the Warranty Commencement Date.   |

## 2.1 Warranty Specification for Battery Module

| Covered Module | Warranty Period | Minimum Through Output Energy | Availability @EOL | Warranty Extension |
|----------------|-----------------|-------------------------------|-------------------|--------------------|
| WH-BXC4992     | 10 years        | 16.42MWh                      | @80%              | Applicable         |

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  $25^{\circ}\text{C}\pm3^{\circ}\text{C}$ , 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.

## 2.2 Extended Warranty

WEIHENG agrees that the customer/end user has the option to purchase an extended warranty service for the battery module of the Product (hereinafter referred to as the **Extended Warranty**) and shall exercise such option within 12 months from the Warranty Commencement Date. Upon the customer/end user's exercise of such option, the Warranty can be extended in accordance with the conditions set out in the table below and the parties will further agree on the extension fee of the Extended Warranty (If extended for 5 years, the extension fee shall be no more than 35% of gross price of the Product). Unless as otherwise agreed, the remaining clauses and provisions under this Warranty shall remain unchanged and any Extended Warranty shall be in accordance with and subject to the same terms and conditions as this Warranty. For more details about the Extended Warranty, please contact WEIHENG Business Team.

| Covered Module | Extended Warranty Period | Minimum Through Output Energy | Availability @EOL |
|----------------|--------------------------|-------------------------------|-------------------|
| WH-BXC4992     | 15 years                 | 20.96MWh                      | @60%              |

## 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 WEIHENG 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 WEIHENG service team or make a claim to WEIHENG via official website: <http://www.weiheng-tech.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 WEIHENG 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 WEIHENG 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 WEIHENG, 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 WEIHENG;

- (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 WEIHENG;
- (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, WEIHENG 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 WEIHENG; 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, WEIHENG 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 WEIHENG 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 WEIHENG and / or WEIHENG'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, WEIHENG 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.

**WEIHENG'S LIABILITY FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY THE CUSTOMER/END USER TO WEIHENG 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, WEIHENG disclaims any and all liability arising out of any such use of the Product. Further, WEIHENG reserves the right to refuse to service any Product used for these purposes and disclaims any and all liability arising out of WEIHENG's service or refusal to service the Product in such circumstances.

\* For accessories (CT CLAMP, SMART METER, WIFI DONGLE), WEIHENG provides a two-year standard warranty.

In order to satisfy functional iterations and eliminating potential risks, WEIHENG will provide firmware remote upgrade service to improve Product performance. WEIHENG 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 WEIHENG 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.

WEIHENG After-sale Service

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Web: [www.whes.com](http://www.whes.com)

Importer for Australia

Importer Company: ECACTUS PTY LTD

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

Importer Telephone: 0061417183105

Importer Email: [nassima.zxy@gmail.com](mailto:nassima.zxy@gmail.com)