Hoymiles MS Series Warranty Terms & Conditions

(For Europe region)

- Administered by Hoymiles Power Electronics Inc.

This policy governs the Exchange Program for Hoymiles MS series (MS-A2) covered by Hoymiles' limited warranty (the "Exchange Program"). Parties participate in the Exchange Program shall abide by the procedures and requirements set forth in this policy. Hoymiles may, at its sole discretion, reject the exchange of any MS that is not returned as required in this policy.

This warranty applies exclusively to Hoymiles products that satisfy the following conditions: (i) the products are installed and operated in compliance with the technical specifications and certifications applicable in the Europe region - hereinafter referred to as "Designated Markets"; and (ii) the products are part of the Hoymiles Europe series models.

1. Warranty Claims

1.1 Standard Product Warranty

The standard product warranty period for MS is TEN (10) years from the warranty's effective date.

1.2 Standard Performance Warranty

Hoymiles warrants that the MS system retains either **Seventy Percent (70%)** of Designed Energy (2.24KWh) for **Ten (10)** years or 6000 cycles (T=25 deg C, 0.5C/0.5C charging and discharging at roughly 1 cycle with 90% DoD per day), whichever comes first.

1.3 Warranty Effective Date

The effective warranty period starts from whichever of the following dates is earlier: (1) 4 months from the date the products shipped from Hoymiles; or (2) the product installation date.

This warranty applies to the original Hoymiles product purchaser and is transferable only if the product remains installed in the original location. To transfer warranty ownership, please send an authorization email that specifies the username and password from the previous owner to service@hoymiles.com.

1.4 Disputes of Warranty Start Date

If the Customer disputes the calculation of the warranty start date as defined in this agreement, the Customer shall submit to service@hoymiles.com valid purchase documentation that clearly indicates the date of purchase, such as an invoice or contract, for verification. Upon review and approval by Hoymiles, the warranty period shall be reset to start three months from the purchase date as confirmed by the provided documentation. If the dispute is not approved, the original warranty start date shall remain in effect.

*Claims without valid proof of purchase will not be processed.

*Final determination of warranty adjustment remains at Hoymiles's sole discretion.

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1.5 Compliance Verification Requirement

For installations outside the Designated Markets, warranty eligibility requires:

a) Prior submission of official or qualified third-party certification documents proving compliance with local technical regulations and requirements; and

b) Written confirmation from Hoymiles validating such certifications and the applicability of this limited warranty.

Note:

If you are an end-user, please contact your installer in the first instance in case of any warranty issue. If you are installer, please contact your distributor in the first instance in case of any warranty issue. Hoymiles will work directly with the distributor to replace a faulty device if deemed eligible under the terms of the Exchange Program. The warranty policy outlined in this document represents a product replacement warranty, and does not cover the costs of installation and commissioning and the costs associated with the distributor dispatching its own technicians to the site.

If the original installation company (for end-user) or distributor (for installer) has ceased trading, please contact a suitably qualified installer or distributor to arrange an on-site service authorized by Hoymiles or Hoymiles technical engineer.

2. Warranty Conditions

The above warranty terms are subject to the following conditions:

a. The MS series defect occurs within the warranty period as determined above;
b. The purchaser must provide proof of the original purchase of the MS series;
c. The purchased MS series must be installed within 6 months of the Invoice Date;
d. The MS series is not suitable for supplying life-sustaining medical devices or automotive applications;
e. Related monitoring data are needed for problem analysis;
f. Where a product or part thereof is replaced or repaired under this Warranty, the remainder of the original Warranty period will apply. Replacement products or part(s) do not carry a new voluntary warranty.

3. Limitation of Liability

Claims that relate to defects that are caused by the following factors are not covered by Hoymiles' warranty obligations:

a. Force majeure events, including but not limited to storm damage; lightning strikes; over-voltage; fires; thunderstorms; flooding; civil unrest, conflicts, or government intervention; strikes; embargoes, market conditions; or other events outside the reasonable control of Hoymiles;
b. Improper installation, commissioning, start up, or operations that not follow the Installation Guide;
c. Inadequate ventilation and circulation resulting in minimized cooling and natural air flow and installation in a corrosive environment (The charging temperature of the MS series must NOT exceed 0°C ~ 55°C, its

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discharging temperature must NOT exceed -20°C ~ 55°C, and the system must not be installed in direct sunlight);

d. Damage during transportation;
e. Unauthorized repair attempts;
f. Unauthorized removal and re-installation;
g. Circumstances that do not affect the normal use of the product, including but not limit the following: normal wear to appearance or cosmetic or superficial defects, dents, marks, or scratches;
h. Damage caused by defects of other components not provide by Hoymiles;
i. MS sold across regions;
j. MS purchased from an unauthorized dealer, distributor, or retailer;
k. MS or its components are stolen;
l. Any defects that occur when the MS series warranty period has expired (excluding additional agreements of warranty extension;
m. MS failure is not reported to Hoymiles within one month of it occurring;
n. Original identification marks (including the trademark and serial number) of the product have been altered or removed;
o. Operational failures result from extreme environmental factors beyond product specifications;
p. Free MS/freebies/rewards/gifts;
q. MS is used outside the applicable territory specified in these Terms;
r. Other circumstances not described in this Policy that Hoymiles has sufficient evidence to refuse.

This warranty does not extend to parts, materials, or equipment not manufactured by Hoymiles where the customer is entitled to a warranty or guarantee given by the manufacturer to Hoymiles.

Claims by the purchaser that go beyond the warranty terms set out herein are not covered by the warranty in so far as Hoymiles is not subject to statutory liability. In such cases, please contact the company that sold the product. Final claims in accordance with the law regarding product liability remain unaffected.

Any defects that occur after the warranty period ends or that occur within the warranty period but are categorized as a warranty exception are deemed by Hoymiles to be out-of-warranty cases. For all out of warranty cases, Hoymiles may charge an on-site service fee, a parts fee, labor costs and a logistics fee to customer, including but not limited to any/all of the following:

a) On-site service fee: travel costs and time for the technician to deliver on-site services and labor costs for the repair technician, maintenance, installing hardware or software, and debugging a faulty MS series;
b) Parts/materials fee: the cost of replacement parts/materials (including any shipping/admin fees that may apply);
c) Logistics fee: the cost of delivery and any other expenses incurred when defective MS series are sent by the user to Hoymiles and/or repaired MS series are sent from Hoymiles to the user.

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4. Product Repair On-Site

If Hoymiles decides to repair the defective device on site (done by Hoymiles or a technical engineer authorized by Hoymiles), then Hoymiles will bear the costs for materials and labor to repair the product as well as the costs for removal and replacement of the part or replacement device. Any on-site service (such as when the distributor dispatches its own technicians to repair the device) carried out without the prior written consent of Hoymiles shall result in Hoymiles being exempt from bearing the related costs. The distributor is required to notify Hoymiles Technical Service Center of any relevant device information whenever they are involved in handling warranty claim issues reported by installer/end users. Before dispatching its own technicians for on-site services, the distributor shall obtain prior written authorization from Hoymiles technical personnel. If the distributor fails to obtain such authorization, Hoymiles assumes no liability for costs incurred during unauthorized on-site services or for expenses related to the distributor's retrieval of equipment determined to be non-faulty or replacement equipment not authorized by Hoymiles.

5. Exchange Service

Any products qualified for exchange within the warranty period will be replaced by a new product of the same type or an equivalent product in performance and quality, at Hoymiles' discretion. If the original product type is no longer available, Hoymiles may, at its sole discretion, provide a replacement product that differs in size, appearance, model number or power level, provided that such replacement product will be of equivalent or superior specifications and technically compatible with any other products provided by Hoymiles.

As part of the exchange process, the customer is obligated to provide the following required products' data and documentation:

Products' data including:

1. Product model
2. Product serial number
3. Failure code
4. Failure comment

Documents required for exchange, including:

1. Copy of the original purchase invoice;
2. Detailed information about the entire system (e.g., system schematic);
3. Documentation relating to previous claims/exchanges (if applicable);
4. RMA (the template will be provided by Hoymiles Technical Service Center).

*Customers initiating a warranty claim or product replacement through the Hoymiles Exchange Program must submit clear evidence of the device's defect. This includes photos or videos demonstrating the malfunction, system logs or diagnostic data, Hoymiles ticket record and/or comprehensive written failure descriptions. Hoymiles may request further information if the provided evidence is inadequate. Failure to provide sufficient proof may result in the denial of the warranty claim or replacement request. To request a replacement product, please contact Hoymiles Technical Service

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Center: service.eu@hoymiles.com.

6. Hoymiles' Responsibilities

Upon receipt of the required information listed in Section 5 and after attempts to correct the problem with the customer's assistance, Hoymiles will assign a unique case number to the customer. This number must be used in all communications regarding the exchange. Following the receipt of the replacement MS series, the customer must return the allegedly faulty MS series in the same packaging as the replacement MS series if required by Hoymiles. Hoymiles will supply all labels, documentation, and freight details for the return of a potentially faulty MS series.

Hoymiles reserves all rights to collect all potentially faulty MS series if necessary. Kindly note these faulty MS series are no longer suitable for resale or use, If the product is not returned to Hoymiles, customers should store and dispose of these products in accordance with applicable laws and regulations, especially these related to product safety and liability and environmental protection and recycling.

7. Distributor Responsibility

In the event of an equipment failure or fault, it is the responsibility of the distributor to work directly with the Hoymiles Service Center in order to limit the return of non-faulty equipment. The Hoymiles Service Center will work with the distributor to address the fault or fault message through telephone/online support.

The distributor shall collaborate with qualified installer to carry out the installation, commissioning and maintenance of the device. All such work must strictly adhere to the specifications provided by Hoymiles Technical Service Center and refrain from replacing or exchanging the equipment for customers without authorization from Hoymiles.
Note: To qualify for further replacement unit, the distributor must first contact the Hoymiles Service Center and fulfill the distributor's responsibilities under Section 7 of this document. A qualified installer must be present for the product exchange and re-commissioning.

During inspection by Hoymiles, if the allegedly faulty device is found by Hoymiles to be ineligible for exchange under this policy, the distributor must provide proof of a valid warranty for the device, a correctly issued receipt, and a valid RMA case number for the device (as provided by Hoymiles Technical Service Center). In all instances, the installer is obliged to send the required defective products back to the distributor. The distributor shall then coordinate with Hoymiles Technical Service Center to determine whether the faulty equipment requires returns to Hoymiles designated warehouse.

8. Inspection Charge for Batteries Not Found Defective or not Eligible for Warranty

Hoymiles reserves the right to apply a flat-rate inspection charge of EUR 100 per unit, plus shipping and packaging, if a returned product claimed to be faulty is found by Hoymiles to have no defects warranting replacement under this policy,

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or if section 3' s liability limitation applies, or if any other circumstances render this Limited Warranty not applicable.

9. MS series Replacement Procedure

Hoymiles must be provided with the relevant documents listed in Section 5 This procedure must be followed by a warranty claim to be applicable under the Exchange Program.

a. The distributor must contact Hoymiles Technical Service Center and submit the required information as instructed in Section 5. As outlined in Section 7, the distributor will contact Hoymiles Technical Service Center to check whether there is a solution other than replacement;
b. If the MS series is deemed faulty and is eligible for the Exchange Program, Hoymiles will create a case number for the MS series and inform the distributor;
c. The MS series will be shipped to the specified customer or distributor location at Hoymiles' cost;
d. The distributor is required to arrange for the installation of the replacement product by qualified installer and use the packaging to repack the faulty product.
e. For a faulty MS series that is required to be returned to Hoymiles, Hoymiles will cover the costs of collection and shipment as detailed in Section 6, and the purchaser shall bear any applicable value added tax. The customer or distributor shall assist with the shipping process.
f. Should a faulty product required to be returned to Hoymiles be missing, Hoymiles reserves the right to invoice the relevant installer/distributor for the value of 80% of sales price of the product.

10. Consumer Laws

If customers purchase the product from an authorized dealer, distributor, or retailer, applicable local consumer protection laws apply. This Limited Warranty is a voluntary manufacturer's warranty provided by Hoymiles. It applies in addition to, and does not in any way affect, limit or restrict, the statutory rights you may have under applicable local law, including your rights under the national laws implementing Directive (EU) 2019/771 on certain aspects concerning contracts for the sale of goods. Consumers are entitled to the legal guarantee of conformity for goods, and this commercial warranty does not affect, restrict, or modify those mandatory statutory rights.

11. Hoymiles Contact

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