Fox ESS US Warranty Policy

1. Scope of Warranty

Fox ESS provides the following limited and extended warranty for inverters, batteries, Hub and their accessories (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:

US series: H1-US, AC1-US, AIO-H1-US (Power Q), AC1-H1-US

Fox Hub, Fox Hub G2

Battery: ECS4000, EQ4000

Accessory: Datalogger, meter, CT, etc.

Important:

THIS IS A LIMITED WARRANTY. This Limited Warranty applies only to defects in materials and workmanship under normal use and does not extend beyond the express terms stated herein.

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE WARRANTY PERIOD SET FORTH ABOVE.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

This Policy is limited only to the parties listed as per section 2.

2. Contracting Parties

This Policy is therefore provided exclusively to the original purchaser of the product from Fox (hereinafter referred to as "Purchaser"), where the Purchaser is a distributor, reseller, or accredited electrician (hereinafter referred to as "Installer"), who supplies the product to another party (hereinafter referred to as "End User") where the product is installed.

3. Warranty Period

The Policy provides warranty cover as outlined below:

Standard Warranty

For US series, ECS & EQ series, Fox Hub & Fox Hub G2:

The Product will be free from defects in materials and workmanship for a period of one hundred and fifty (150) months from the date of installation and commission, but no more than one hundred and fifty-five (155) months from the date of manufacture of the Product (whichever comes first). The warranty will cover the replacement the spare parts, exchange of products and the logistics costs, but will not cover the repair costs, installment costs and others. It is important to commission your system so that FOX ESS can contact you for system updates.

We can only offer the 60 months limited warranty (from the date of manufacture of the Product) to a system that is operating without data communication with Fox Cloud.

For Accessory:

The accessory products including Datalogger, meter, CT, etc. will be granted 24 months' warranty. Starting from the date the product was launched and monitored on the website.

4. Policy Claim Eligibility

The only person(s) eligible to claim warranty under this contact are the Installer and Fox ESS authorized personnel. If the original Installer enters into administration, becomes insolvent or bankrupt, or if the installation site is located in a remote area, the End-User may, at its sole discretion, appoint a Local Installer to perform all outstanding obligations of the original Installer. In such event, the End-User shall bear all resulting costs and expenses. Such costs shall include, but are not limited to, labor, travel, accommodation, logistics, shipping/freight, service fees, and any costs associated with the removal and reinstallation of equipment.

5. Performance Warranty Terms (apply to ECS & EQ series only)

Fox ESS warrants and represents that the Product retains at least 70% of Nominal Energy for the either 150-month after the date of 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 the 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 150-month Performance Warranty shall be as follows:

- *The ambient temperature during the operation of the Products shall not fall below -25°C (-13°F) or exceed 55°C (131°F)*
- *The energy throughput for (150) months is less than values in table below:*

Product	Nominal Energy (KWh)	Energy Throughput(MWh)
EQ-4000-H2	7.95	26.8
EQ-4000-H3	11.92	40.2
EQ-4000-H4	15.9	53.6
EQ-4000-H5	19.87	67
EQ-4000-H6	23.85	80.4
EQ-4000-H7	27.82	93.8

Product	Nominal Energy (KWh)	Energy Throughput(MWh)
ECS-4000-H2	7.95	26.8
ECS -4000-H3	11.92	40.2
ECS -4000-H4	15.9	53.6
ECS -4000-H5	19.87	67
ECS -4000-H6	23.85	80.4
ECS -4000-H7	27.82	93.8

- *Capacity Measurement conditions:*

i. Ambient temperature: 25~ 30°C (77 ~86°F)
ii. Initial battery temperature from BMS: 25~ 30°C
iii. Current and voltage measurement at battery DC side
iv. Charging/discharging method: Charge: (0.5) CC/CV, (Constant voltage 64.8V), Cut-off current(0.05C) Discharge: (0.5) CC/CV, Current at (0.5C): 35A (EQ-4000&ECS4000)

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' warranty obligations:

- Inadequate ventilation and circulation resulting in minimized cooling and natural air flow;
- If Fox ESS products are installed in the same enclosed space as electrical devices with potential safety hazards (such as flammable, explosive, or high-temperature equipment), and there is a lack of necessary safety clearance and ventilation, resulting in operational anomalies, structural damage, or safety risks, such installation will be considered non-compliant and will void the warranty;
- 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, overvoltage, 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 reinstallation 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.
- Failure to register the Fox ESS inverter in the Fox ESS monitoring portal within the required time (within 3 months after installation), or if registered but remaining offline for more than 6 months, makes it difficult to analyze and determine the cause of issues during the warranty period.
- The warranty will be put on hold if a firmware/software update is needed and the end user does not provide access to the product until the update is completed. Access can be granted remotely (at no cost) or on-site. This warranty exclusion pertains to issues arising from the pending firmware/software update.
- **(Only apply to ECS and EQ Battery)** Deep discharge or internal cell imbalance due to the negligence of the Purchaser or End User, including situations where the batteries are turned off for extended periods or are in a state that hinders their normal operation.

If, and only if, authorized Fox ESS personnel verify that the claim is valid and the Product is faulty owing to defects from materials and workmanship as solely covered under this Policy, Fox ESS under its discretion, will:

- repair of the product on site or at a designated Fox ESS office or service center;
- provide the closest Product within its current range of products for the replacement of the faulty or damaged Product.

The replacement Product(s) may differ in the specification and size within parameters deemed reasonable by Fox ESS. Fox ESS may replace parts with refurbished parts.

7. Exclusions

This Policy does not cover any components not originally supplied by Fox ESS as part of the system. This exclusion also applies to system components independently sourced by the End-User or Installer, even if they are of the same manufacturer and/or model as those provided by Fox ESS.

8. Registration

It is recommended that all Products are registered in order that they qualify under the terms of this Policy. The information required at the point of registration via the Fox website is as follows:

1. Product model
2. Product serial number
3. Installation date
4. Customer name

5. Installation postal/zip code
6. Full installation address
7. Name of installation company

9. 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 request additional details depending on the nature of the fault. Fox ESS will conduct or arrange tests on the product and may advise the installer to take photos or record videos for verification purposes. An RMA form must be completed with the evidence and any additional information requested by Fox ESS. A unique ticket number will be assigned to the RMA form to track the progress of the request. Fox ESS will review and confirm the request, and, if applicable, ship the replacement product within 3 working days of confirmation (subject to product availability). Once the replacement is completed, the installer is required to work with Fox ESS to organize the return of the defective product within thirty (30) calendar days of receiving the replacement.

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.

10.Data Protection

To implement this warranty, Fox ESS collects, processes, and uses data provided by the customer and the cloud system during registration, as described in point 2. The data collected will be used exclusively for warranty management purposes and any repair interventions.

In addition, Fox ESS collects data on system operation and conditions through the online connection to monitor performance and ensure safety. This data will be processed to protect the End User’s privacy and used only for the purposes stated. The Purchaser is required to inform the End User of their rights, including access, rectification, deletion, and objection to data processing. Fox ESS commits to ensuring that all data processing procedures comply with current regulations.

11.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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