



## Fox ESS Battery Warranty Policy for AU

### i. Scope of Warranty

Fox ESS provides the following limited warranty for its battery products (herein referred to as the Product(s) unless explicitly stated otherwise) produced/provided by Fox. 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 Australia where the product is sold through recognized Fox partners. The Product(s) included in this Policy are:

**1K5-BAT- M-4660 and 1K5-BAT- S-4660 are the battery module of 1K5-BAT-4660-Lx(x=2/3/4/5/6/7/8/9)**

#### Important:

Please note, this warranty policy covers Fox Products as specified herein. Inverters and charge controllers (including those contained with an all-in-one storage product) are covered under a separate warranty policy. This warranty is limited to the Fox battery module range only and does not cover any external or ancillary parts. Any ancillary parts or add-on devices supplied by Fox may be covered by a separate warranty policy.

This Policy shall not be held as a guarantee of the product durability nor does it include any product ability.

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

### ii. Contracting Parties

This Policy is only provided to the original purchaser of the product from Fox ESS (Purchaser), where the Purchaser is a distributor, solar retailer or an accredited electrician (Installer), who on-supplies the product to another party, or to that other- party (End-User) where the product is installed.

### iii. Warranty Period

The Standard Performance Warranty for the Products is valid for a period of Sixty (60) months from the date of installation, but no more than Sixty-five (65) months from the date of manufacture of the Product (whichever comes first). (the “Term of Performance Warranty”). If the registration of the Product (see section 10) is successfully completed via the Fox ESS website before the end of Thirty- six (36) months from the date of manufacture of the Product, an additional Sixty (60) months of warranty will be provided beyond the Sixty (60) standard warranty period, for 1K5-BAT-4660 series (1K5-BAT-M-4660, 1K5-BAT-S-4660)

### iv. Scope of Warranty

Fox ESS liability under this Policy shall be limited to replacement, repair, refund and compensation. Replaced or repaired Products shall be warranted for the remainder of the original Term of Performance Warranty. In any event, the replacement shall not justify the renewal of the Term of Performance Warranty.

Annual inspection is required from the 6<sup>th</sup> year after battery’s commissioning date by a Fox ESS authorized suitably qualified technician, and that documented evidence of the inspection is kept on record. Failure to adequately maintain the equipment in the manner described may invalidate any warranty claims.

### v. Performance Warranty Terms

**1K5-BAT-4660-L:** Fox ESS warrants and represents that the Product retains at least 70% of Nominal Energy or Usable Energy for the either 10 years after the date of the 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 10-year Performance Warranty shall be as follows:

- The ambient temperature during the operation of the Products shall not fall below -10°C (14°F) or exceed 50°C (122°F)
- The energy throughput for (10) years is less than values in table below:

| Product                        | Nominal Energy | Energy Throughput |
|--------------------------------|----------------|-------------------|
| 1K5-BAT-M-4660, 1K5-BAT-S-4660 | 4.66kWh        | 19.66MWh          |

| Product         | Nominal Energy | Energy Throughput |
|-----------------|----------------|-------------------|
| 1K5-BAT-4660-L2 | 9.32kWh        | 39.32MWh          |
| 1K5-BAT-4660-L3 | 13.98kWh       | 58.98MWh          |
| 1K5-BAT-4660-L4 | 18.64kWh       | 78.64MWh          |
| 1K5-BAT-4660-L5 | 23.3kWh        | 98.3MWh           |
| 1K5-BAT-4660-L6 | 27.96kWh       | 117.96MWh         |
| 1K5-BAT-4660-L7 | 32.62kWh       | 137.62MWh         |
| 1K5-BAT-4660-L8 | 37.28kWh       | 157.28MWh         |
| 1K5-BAT-4660-L9 | 41.94kWh       | 176.94MWh         |

- 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. Recommended Charging/discharging conditionCharge: (0.5C) CC/CV, (Constant voltage: 51.1V, Cut-off current(0.05C) Discharge: (0.5C) CC/CV, Cut-off voltage: 40.6V.

### vi. Policy Claim Eligibility

The only person(s) eligible to claim warranty under this contact are the Installer and Fox ESS authorized personnel. If the Installer has gone into administration or insolvency or if the site is in a remote area, the End-User/Installer at their discretion and expense may appoint a Local Installer to carry out the functions of the original Installer. Eligibility of a Service Rebate is in accordance with sections 5 and 6 of this Policy.

### vii. 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’s warranty obligations:

- Inadequate ventilation and circulation resulting in minimized cooling and natural airflow;
- Improper installation of the Product(s) and/or installation performed by a non-accredited Installer;
- Improper or non-compliant 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;
- Failure to follow the safety regulations and/or operating instructions in respect to the Product(s) operating manual.

#### viii. Product Replacement and Compensation

In the event the Products are not available in the market anymore, Fox, at its option, may replace it with an alternative product with equivalent functions and performance.

#### ix. Exclusions

This Policy does not cover the components that were not initially sold by Fox ESS as a part of the system. This also includes components of the system sourced by the End-User or Installer that may be of the same manufacturer and/or model as the one provided by Fox.

#### x. Registration

It is recommended that all Products are registered in order that they qualify under the terms of this Policy. Warranties should be registered within thirty-six (36) months of installation, however it is recommended that they are registered no more than six (6) weeks

following the successful installation and commissioning of the Product where possible. The information required at the point of registration via the Fox ESS 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

#### xi. 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 ask for additional details depending on the fault conditions. Fox ESS will run tests on the product and may advise the Installer to take photos for verification purposes. The Installer is required to submit an RMA Form with the evidence and any additional information requested by Fox. Once the form is received a unique ticket number is issued which will be used for tracking the progress of the claim. Fox ESS is obliged to approve and dispatch the Product within 3 working days subject to availability of the product. Once the replacement is completed, the Installer is obliged to arrange the shipping of the faulty product to Fox ESS within a maximum of thirty (30) days of the replacement being received. Failure to do so will forfeit eligibility for the service rebate outlined in section 5. 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.

#### xii. Further Rights at Law

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.

Contact Information

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