

# HANCHU ESS Inverter Limited Warranty (UK)

V1.1 May 2024

## 1. Warranted Products and Warranty Territory

### 1.1 Warranted Products

HANCHU ESS (hereinafter 'HANCHU') provides Warranty Services for the products manufactured and sold to the Customer ('Warranted Product') in UK by HANCHU (or any of its written-designated affiliates) according to these terms. The Warranty Services can be provided directly by HANCHU or by third parties designated by HANCHU.

Warranted Products include single-phase HESS-HY-S-3.0-6.0K series and three-phase HESS-HY-T-05-12K series.

This Warranty Service does not apply to any spare parts, consumptive parts or structural parts of the Warranted Products provided by HANCHU to the Customer (including but not limited to product accessories, installation parts, rear panels, perishable parts and other similar parts). The Customer agrees that, unless otherwise stipulated by applicable laws, HANCHU is not obliged to provide any Warranty Services for the aforesaid products.

## 2. Standard Warranty Period and Extended Warranty Period

### 2.1 Standard Warranty Period

2.1.1 The Warranted Products shall each be subject to the following Standard Warranty Period ('Stand Warranty Period', 'the Standard Warranty Period' and the 'Extended Warranty Period' (as defined below) are collectively referred to as 'Warranty Period' hereinafter), unless otherwise agreed in the relevant purchase contract between HANCHU and the Customer for the Warranted Products.

#### **inverter**

**10 Years** (Standard Warranty Period) + **2 Years** (Extended Warranty Period) \*

\* The Extended Warranty Period in Option 2 shall be subject to Sections 2.2 and 4.3.

#### **Integrated Monitoring Devices**

**5 Years** (Standard Warranty Period)

#### **Non-integrated Monitoring Devices**

**2 Years** (Standard Warranty Period)

#### **Smart meter**

**1 Year** (Standard Warranty Period)

2.1.2 The Standard Warranty Period shall commence from the earlier of the following:

- 1) The date when the first installation of the Warranted Products is completed;
- 2) Six months after the shipment dispatch date from HANCHU.

For the Warranted Products outside the Warranty Period, HANCHU is willing to provide the Customer with lifelong consulting services free of charge (only via telephone, e-mail or by other means as designated by HANCHU in writing). If the Customer requests HANCHU to provide additional quality Warranty Services for the Warranted Products outside the Warranty Period,

HANCHU is entitled to charge the Customer for service fees according to the specific services rendered. The standard of these service fees shall be subject to the written provisions of HANCHU. The specific information can be obtained from the sales personnel of HANCHU.

## **2.2 Extended Warranty Period**

2.2.1 The inverter is only eligible for Extended Warranty Service if it is networked, and the networking requirements outlined in Clause 2.2.2 must be met during the use of the product to ensure the validity of the Extended Warranty.

### **2.2.2 Networking Requirements**

- As an express condition of HANCHU's Factory Limited Warranty, it is required that Covered Products are properly connected to the Internet through the Customer's Internet Service Provider. This warranty expressly excludes any Defects or issues that prevent HANCHU from accessing the Covered Products online, which may be necessary for software uploads or performance data downloads. Failure to meet this condition may render void HANCHU's obligations under this Factory Limited Warranty.
- HANCHU shall not be held responsible for, and the warranty shall not cover any failure to provide product or system updates that were intended to be delivered remotely via the internet connection during the period of service interruption.
- HANCHU shall not be held responsible for, and the warranty shall not cover any inability to remotely monitor/detect system or product Defects or irregularities that result from such service interruption.
- Any Defects discovered and reported, during an internet outage, shall be supported by adequate evidence (including relevant photographs) to facilitate a comprehensive investigation of the Defect and, if feasible, to demonstrate that the issue was not a result of the internet outage itself.
- Every time a warranty claim is made for a product that is not connected to the Internet, the product owner is responsible for coordinating an on-site inspection and data collection by qualified personnel as directed by HANCHU.
- HANCHU will monitor the performance of the product and will notify the owner of the product of any Defects identified during the Warranty Period via the Internet, provided that the product is connected to the Internet. Otherwise, the product owner should notify HANCHU as soon as reasonably practicable once any Defects or potential Defects of the product are found during the Warranty Period.

## **3 Warranty Conditions**

### **3.1 General Warranty Conditions**

3.1.1 HANCHU will provide the Customer with the Services only after all the following conditions are met:

- 1) The Warranted Product has a Defect ('Defective Product'), which is not caused by any of the circumstances listed under Section 3.2 of this Warranty Agreement;
- 2) The Warranted Product is within the Warranty Period;
- 3) The nameplate of the Defective Product shall be legible, intact and identifiable;

- 4) The Customer shall not have any failed payments or fail to return the Defective Product (if the Customer is unable to fully pay any amounts due or to return the Defective Product as required by HANCHU, then, to the extent permitted by applicable laws, HANCHU is entitled to refuse the quality warranty requests made by the Customer);
- 5) The Customer can provide the valid purchase invoice or voucher

3.1.2 To avoid any doubt, the 'Defect' mentioned in this agreement shall refer to any conditions where the Warranted Product fails to perform its normal functions or achieve the objectives agreed upon in writing by HANCHU and the Customer during the normal use of the product, due to its own quality issues (including but not limited to technical defects or material issues). However, the Defect as defined above does not include the following circumstances:

- 1) Normal wear and consumption of the Warranted Product;
- 2) Appearance Defects (including but not limited to scratches, corrosion, and rust) that do not affect the normal operation, function and effect of the Warranted Product;
- 3) Wear and consumption of accessory, consumable and perishable parts of the Warranted Product (including but not limited to fuses, lightning protection modules, and rear panels).

### **3.2 Non-application of Services**

If the Defect of the Warranted Product is caused by one or more of the following circumstances, HANCHU is entitled to refuse to provide the Customer with the Warranty Services:

- 1) The Customer fails to comply with the specifications outlined in the installation manual, user manual or other documentation, or the provisions of national laws and regulations, or national or industry standards (including both mandatory standards and recommended standards) for the debugging, operation, use (including use through grid connection), storage, maintenance, upgrading, and other operations on the Warranted Product, which includes, but is not limited to, the use and storage of the Warranted Product in environments that do not meet the relevant required specifications, provisions or standards (such as installation spacing, ventilation conditions, etc.);
- 2) The Customer modifies, changes the design, replaces parts, repairs, upgrades, or performs other operations on the Warranted Products without prior explicit, specific, and written consent from HANCHU;
- 3) The failure or defect of the operating system where the Warranted Product is located (including but not limited to the power station systems) is not attributable to the Warranted Product or due to incompatibility between such system and the Warranted Product;
- 4) An unsafe power grid environment, chemical environment or other circumstances with a similar nature;
- 5) Improper transportation and packaging of the Warranted Product, which shall not be attributable to HANCHU;
- 6) Force majeure.

## **4. Quality Warranty Services**

**4.1 For the Defective Product, HANCHU will, based on the actual circumstance, provide one or more of the following Services at its own discretion:**

- 1) Remote services (i.e., providing the Customer with consulting or guiding services via telephone, email or by other means as designated by HANCHU in writing);

- 2) Returning Defective Product to the factory designated by HANCHU for repair;
- 3) On-site services (i.e., providing the Customer with on-site services of consulting, guiding or repair);
- 4) Replacing the Defective Product with a product of equivalent value, including the refurbished product if applicable ('Product for Replacement'), based on the type of the product and the usage period of the Defective Product.

4.2 For the Defective Product within the Standard Warranty Period, HANCHU will provide the Customer with the Services specified in Section 4.1 free of charge, unless otherwise specified in this Warranty Agreement. The Warranty Service Costs, including costs for spare parts and materials as well as the shipment costs for the Defective Product and the Product for Replacement as stipulated in this Agreement, ('Warranty Service Costs'), shall be assumed by HANCHU. However, unless otherwise specified in this Agreement, the Warranty Service Costs do not include any taxes, customs duties, travel, and accommodation expenses incurred by HANCHU personnel (including any third-party personnel designated by HANCHU in writing).

4.3 For the Defective Product within the Extended Warranty Period, only the costs for spare parts and materials or the Product for Replacement shall be assumed by HANCHU. HANCHU will not cover the shipment costs and any other costs.

4.4 For the Services under Items (2) and (4) of Section 4.1, the Customer shall return the Defective Product to the factory designated by HANCHU in a proper manner within the period as required by HANCHU in writing. HANCHU is entitled to refuse to provide corresponding Services until it has received the Defective Product and confirmed that the Defective Product is not damaged during the transportation. Particularly, if HANCHU delivers the Product for Replacement to the Customer before the Customer returns the Defective Product to the factory designated by HANCHU in writing, the Customer shall return the Defective Product to the factory designated by HANCHU within three (3) weeks upon the Customer's receipt of the Product for Replacement or other period designated in writing by HANCHU; Failure to do so will result in the Customer being deemed to have agreed to purchase the Product for Replacement at its market price, and the Customer shall make payment as per the payment notice subsequently issued by HANCHU.

4.5 For the Warranty Service under Item (4) of Section 4.1, upon receipt of the Defective Product by HANCHU, the ownership of the Defective Product shall be transferred to HANCHU, and the ownership of the Product for Replacement shall be transferred to the Customer (if the Customer receives the Product for Replacement).

4.6 HANCHU shall deliver the repaired Defective Product or the Product for Replacement to the place within the Warranty Territory ('Delivery Place') at its own expense, as determined in writing by HANCHU and the Customer ('Delivery Place').

4.7 The Customer is entitled to make Quality Warranty Requests only within the scope of the Services under Article 4 ('Quality Warranty Request'). To the extent permitted by applicable laws, HANCHU is entitled to refuse any additional quality warranty requests or claims (such as those for losses incurred due to Defects in the Warranted Products) made by the Customer. To avoid any doubt, HANCHU shall not be held liable for any direct or indirect, actual or potential losses of income, profits, business opportunities, or other similar losses incurred by the Customer due to the malfunction of the Defective Product.

## **5. Quality Warranty Procedures**

### **5.1 Quality Warranty Request**

5.1.1 If any Defect of the Warranted Product occurs within the Warranty Period, the Customer shall submit a written defect notice, along with relevant information and written evidence documents, within thirty (30) days from the occurrence of the Defect, in the manner designated by HANCHU in writing (including but not limited to submission through the service line of HANCHU). The aforesaid information and written evidencing documents shall include without limitation to:

- 1) Type and serial number of the Defective Product
- 2) Information of the Defect and the configuration of the power station
- 3) All relevant agreements, invoices and quality Warranty Certificates;
- 4) Other information and/or documents as required by HANCHU in writing.

5.1.2 Before all the information and documents specified Clause 5.1.1 are fully submitted, HANCHU is entitled to refuse to provide the Customer with any Services.

### **5.2 Defect Diagnosis**

Upon receiving the Customer's Defect notice and confirming all the information and documents specified Clause 5.1.1 are fully submitted, HANCHU will conduct an analysis and diagnosis of the Defect ('Defect Diagnosis'). If HANCHU needs to make an inspection on the Defective Product in the course of Defect Diagnosis, the Customer shall, in a timely manner, provide the Defective Product to HANCHU using the appropriate transportation method as required by HANCHU in writing. If HANCHU determines, upon Defect Diagnosis, that the Warranted Product is free from any Defect, it will notify the Customer in writing and request the Customer to assume the reasonable expenses incurred to HANCHU for Defect Diagnosis. The Customer's submission of the Defect notice to HANCHU shall be deemed as that the Customer has agreed to assume the aforesaid reasonable expenses in the event that no Defect is found in the Warranted Product.

### **5.3 Provision of QW Services**

5.3.1 If, upon Defect Diagnosis, the Warranted Product is found to have a Defect and the quality warranty conditions under Section 3.1 of this Warranty terms are met, HANCHU will, based on the Defect status, provide the Customer with the Services under Article 4 at HANCHU's own discretion.

5.3.2 If the Defective Product needs to be repaired or replaced, HANCHU is entitled to use spare parts or refurbished parts to repair or replace the Defective Product. The replaced or repaired Warranted Product shall continue to be covered by the remaining original Warranty Period of the Warranted Product. If the remaining original Warranty Period of the Warranted Product is less than one year (excluding one year), the replaced or repaired Warranted Product shall be eligible for a one-year Warranty Period, commencing from the date the Customer receives the replaced or repaired Warranted Product.

### **5.4 Contact Information of HANCHU**

Contact Details

Jiangsu Hanchu Energy Technology Co., Ltd.

Telephone: +86 510 8233 1917

E-mail: [service@hanchuess.com](mailto:service@hanchuess.com)

Official Website: <https://www.hanchuess.com>

Address: No. 588, Jinhui Road, Huishan Economic Development District, Wuxi City, Jiangsu Province, China

HANCHU is entitled to publish related matters of this Warranty terms on its official website ([www.hanchuess.com](http://www.hanchuess.com)), including but not limited to adjustment to the scope of Warranted Products, the Warranty Period, service fee standards after the Warranty Period, price lists and service scope for Extended Warranty. The Customer shall periodically log on the aforesaid website to review any updates related to this Warranty. To the extent permitted by applicable laws, HANCHU' s publication of such matters on its official website shall constitute fulfillment of the written notice requirement as stipulated in this Warranty. The published matters shall become effective upon their online publication.

## **6.Dispute Resolution**

In the event of a dispute regarding the warranty claim, HANCHU and the product owner will entrust a world-class testing organization to provide third-party verification and opinions, as mutually agreed upon. Unless otherwise agreed, all costs and expenses shall be borne by the party initiating the verification procedure. The local Chinese courts shall have non-exclusive jurisdiction over any further disputes arising from warranty claims under this warranty.

In the case of judicial claims, HANCHU authorized service partners have no right to send or receive litigation documents.

This warranty is governed and construed in accordance with the laws of the People's Republic of China, excluding the United Nations Convention on Contracts for the International Sale of Goods, (CISG).