

# **Limited Warranty for Household Energy Storage Battery from ESYSUNHOME**

## ESY Sunhome Co., Ltd.

Website: www.esysunhome.com TEL: +86 (0)755 8522 9087 Email: info@esysunhome.com

ADD.: Building 6, No. 5-2, inner ring road, Shanxia community, Pinghu street, Longgang District, Shenzhen GD, China 518000

#### Made in China



This limited warranty (hereinafter 'Warranty') specified below applies to ESYSUMHOME LFP/Lithium iron phosphate battery and the accessory component (hereinafter 'Products') manufactured/supplied by ESYSUNHOME New Energy Technology GmbH (hereinafter 'ESYSUMHOME'), purchased by End-users (hereinafter "Buyer") through an authorized ESYSUNHOME sales channel (hereinafter 'Reseller') and installed by Certified Installer. (hereinafter 'Certified Installer') must hold ESYSUMHOME Limited Warranty certificate for ESY SUNHM – HM6 products.

ESYSUNHOME New Energy Technology GmbH is the guarantor of this Limited Warranty for Products, purchased and installed in the following regions:

European Union (Belgium, Bulgaria, Denmark, Germany, Estonia, Finland, France, Greece, Ireland, Italy, Croatia, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Austria, Poland, Portugal, Romania, Sweden, Slovakia, Slovenia, Spain, Czech Republic, Hungary, Cyprus); Bosnia and Herzegovina, Norway, Scotland, Switzerland, United Kingdom, overseas territories of countries listed in the European Union and United Kingdom.

The following 'Warranty' is provided for the 'Products' below.

Model Name	Model Code
ESY SUNHM HM6-05	
ESY SUNHM-HM6-10	
ESY SUNHM-HM6-15	
ESY SUNHM-HM6-20	
ESY SUNHM-HM6-25	
ESY SUNHM-HM6-30	

#### 1.Purpose

The primary purpose of this 'Warranty' is to clearly define the matters related to the warranty policy of the 'Products'

#### 2.Obligations

- 2.1. 'Buyer' shall use and maintain the 'Products' in accordance with documentation as per the Company technical documents and conditions provided by ESYSUMHOME. ESYSUNHOME holds the right to make changes without prior notice.
- 2.2. Buyer' shall comply with all precautions specified in installation manual/documentation provided by ESYSUMHOME.
- 2.3 The Battery Storage system other than the All in one category shall be connected with Compatible inverters only and must be connected to internet, otherwise the buyer will be responsible for the Product Damaged caused.
- 2.4 The 'Products' require using an approved, compatible inverter. When the 'Products' are installed with a non-approved inverter, the 'Warranty' provided by ESYSUMHOME will be voided.
  - For a list of compatible inverters, 'Reseller' or 'Buyer' can visit the ESYSUNHOME website by clicking the URL below.
  - https://www.esysunhome.com/eu
- 2.5 Any person performing installation and maintenance of the 'Products' must have the appropriate electrical qualifications and licenses for battery handling/installations required by the country, and the state in addition to being a 'Certified Installer'.

## 3. Product Limited Warranty

ESYSUMHOME will replace or repair any defect in the 'Products' subject to the terms of this 'Warranty' including the exclusions set out in Articles 6 and 7. The Product Warranty shall begin either;

ESYSUMHOME will replace or repair any defect in the 'Products' subject to the terms of this 'Warranty' including the exclusions set out in Articles 6 and 7. The Product Warranty shall begin either;

- ▶ on the date of the installation.
- ➤ Six (6) months from the date of manufacture, whichever occurs first, and such 'Warranty' shall be valid for a period of ten (10) years for Battery and 5 years for inverter. Subject to the exclusion and limitations.
- 3.1 ESYSUMHOME warrants that the Product will:
- ▶ retain 80 percent of its Usable Capacity for ten (10) years from the Warranty Start Date. or
- ▶ reach the Maximum 2.92 MW Throughput Energy, whichever comes first on the condition that the Product is operated in a normal manner that adheres to the manual guidelines provided by ESYSUNHOME.
- 3.2 The delivery of the power of ESYSUNHOME Products as shown in the table below: ESYSUNHOME:

Model	Capacity	Total Power
HM6-05	5.12kwh	2.92mwh
HM6-10	10.24kwh	5.48mwh
HM6-15	15.36kwh	8.76mwh
HM6-20	20.48kwh	11.68mwh
HM6-25	25.6kwh	14.6mwh
HM6-30	30.72kwh	17.52mwh

## 4.Warranty Claim

- 4.1 The 'Buyer' shall notify or contact, within 1 month, their 'Reseller' or ESYSUMHOME if the purchased or installed 'Products' are found to be defective, damaged and/or when the quality-related problems occur by using.
- 4.2 If the 'Buyer' intends to raise a claim due to the quality defect of the 'Products' pursuant to, the 'Buyer' shall provide ESYSUMHOME with the following required information.
- ▶ Dated proof of purchase from authorized ESY SUNHM sales channel
- ▶ For authorized ESY SUNHM sales channel information, 'Reseller' or 'Buyer' can visit the Battery Website of ESYSUMHOME by the URL below:

https://www.esysunhome.com/eu

- ▶ Description of defects, symptoms and when it occurred
- ▶ Product(s) serial number
- ▶ Further information requested by ESYSUMHOME to determine the defect and its cause (for example, error code, description of defect and other information)
- ▶ 'Certified Installer' or 'Reseller' name, company name and company address

#### 5. Replace or Repair

5.1 When a claim is submitted under the Product Warranty or Performance Warranty, ESYSUMHOME shall decide whether to

(i)repair,

or

- (ii)replace the defective 'Products' with refurbished parts equal in value.
- 5.2 The 'Warranty' period for the repaired or replaced part/product shall be the remainder of the warranty period for the original part/product.
- 5.3 Subject to the requirements of any law, no obligation for ESYSUMHOME to indemnify or compensate 'Buyers' for any damages which shall arise out of Product Warranty unless otherwise explicitly specified herein.
- 5.4 The 'Warranty' for defective products are only valid when they have been repaired or replaced by personnel appointee by ESYSUMHOME.
  - In the event the 'Products' are no longer commercially available, ESYSUMHOME, at its option, may complete the replacement with alternative equipment deemed to be equivalent in function and performance.

#### **6.Exclusions And Limitations**

- (a) To the extent permitted by law, the warranties in this Limited Warranty are the only express warranty given for the Product. ESYSUNHOME disclaims all statutory and implied warranties, including without limitation, any warranties of merchantability, fitness for a particular purpose, or non-infringement. To the extent permitted by law, in so far as such warranties cannot be disclaimed, ESYSUNHOME limits the duration and remedies of such warranties to the duration of this Limited Warranty and, at ESYSUNHOME's option, the repair or replacement services described below.
- (b)Neither seller of the Product nor any other person is authorized to make any warranties on behalf of ESYSUNHOME other than those contained in this document or to extend the duration of the warranties beyond the periods specified above.
- 6.1.General Exclusions

This 'Warranty' does not apply to any defects or performance failures comprising or resulting from any of the following.

- ▶ When the 'Products' are not installed as specified in the Installation Manual
- ▶ When the 'Products' are installed by a person lacking the appropriate electrical qualification and license/certificate for the battery installation required by the law, including country and state jurisdictions.
- ▶ When the 'Products' are not purchased through authorized sales channel designated by ESYSUNHOME.
- ▶ When the 'Products' are not installed and/or serviced by the 'Certified Installer' of ESYSUNHOME.
- ▶ When the 'Products' are not manufactured by ESYSUMHOME.

- ▶ When the 'Products' are transported, stored, installed, assembled, tightened, or wired out of compliance of the official installation manual and datasheet of the 'Products'.
- ▶ When the 'Products' are disassembled or dismantled without prior consent of ESYSUNHOME.
- ▶ When the 'Products' are damaged by physical or electrical stresses such as, inclusive but not exclusive of, inrush current, lightning, flood, tidal wave, fire, or incidental damage.
- ▶ When the defect or performance failure occurs, or the scope of the defect expands due to improper repair of the 'Products' carried out by technicians who are not approved by ESYSUMHOME and/or instructed by the 'Buyer' without the consent of ESYSUMHOME.
- ▶ When the defect or performance failure occurs in the 'Products' due to the willful misconduct or negligence of the 'Buyer' or 'Reseller'.
- ▶ When the defect or performance failure occurs due to the misuse, faulty use, or negligent use of the 'Products'.
- ▶ When the scope of the defect or performance failure has expanded because ESYSUMHOME or the 'Reseller' were not notified of the defect or failure in the period specified in Article 4.
- ▶ When the defect and/or any expanded scope of the defect are caused by force majeure events, such as war, riot, civil war, natural disasters, etc., that are not wholly or predominantly attributable to the acts or omissions of ESYSUMHOME.
- ▶ When the 'Products' are externally damaged, but its performance and function are not affected.
- ▶ When the 'Products' are damaged during the transportation'.
- ▶ When the 'Buyer' or 'Reseller' violates applicable law, including laws or regulations of the state, country or local government while using the 'Products'.
- ▶ Other defects not attributable to ESYSUMHOME and up to the extent general exclusions are permitted under the applicable laws.
- 6.2. Warranty Limitations

The Limited Warranty in clauses 3 and 4 does not apply to any defect or deterioration resulting from:

- (a) the Product not being installed, maintained, or operated by the Operating Manual.
- (b) exposure of the Product to movement or shaking following installation.
- (c) original Buyer failing to notify ESYSUNHOME or a ESYSUNHOME Authorized Service Partner ("ESYSUNHOME Partner") of the defect or deterioration within 30 days of Original Buyer becoming aware of the defect or deterioration.
- (d) the Product not being installed within six (6) month from Warranty Start Date.
- (e) operation of the Product with an inverter that is not a ESYSUNHOME certified inverter which are specified which is available on the websites: https://www.esysunhome.com/eu
- (e) modification or repair of the Product without the approval of ESYSUNHOME or ESYSUNHOME Partner.
- (f) a force majeure event (e.g., natural catastrophes, such as flooding, fires, earthquakes, lightning or other abnormal environmental conditions, war, etc.).
- (g) noticeable damage to the Product that occurred during transportation.
- (i) changes to national or regional laws, regulations, or directives or the Product not being operated for any period of 6 months or more.

#### 7.REMEDY FOR BREACH OF WARRANTY

- 7.1 Subject to the exclusions and limitations set out above, if the Product fails to comply with the Limited Warranty, ESYSUNHOME will repair or replace the non-conforming Product or parts thereof within the warranty term at no charge (or provide a partial refund) on the following conditions.
- 7.2. Whether to repair or replace the Product will be determined by ESYSUNHOME in its sole discretion.
- 7.3.The Product or any of its parts to be replaced will have the same performance and reliability as the original Product. If the production of the relevant type of the Product or any of its parts has been discontinued, withdrawn from the market, or are otherwise unavailable, ESYSUNHOME may replace the Product or parts with a similar Product or part (which may include previously used parts that are equivalent to new in performance and reliability).

## 8.Contact

If the 'Buyer' has any questions or wants to file a claim, the first step is to contact the 'Reseller'. And the 'Reseller' shall contact ESYSUMHOME using the following contact information.

Location	Telephone	E-mail
Europe		
United Kingdom		

## 9. Applicable law

The 'Warranty' is governed by the law of the country or state or jurisdiction in which the 'Buyer' resides. This 'Warranty' only applies to the 'Buyer' who has purchased the 'Products' for his or her own use.