

# Warranty Terms and Conditions

For ESYSUNHOME Residential Product Series

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## Importer Contact Information:

This warranty is provided and covered by ESY SUNHOME AUSTRALIA PTY LTD (**ESY SUNHOME, we, our** or **us**).

Address: 3/52-60 Roberts Road, Greenacre NSW 2190

Website: [www.esysunhome.com](http://www.esysunhome.com)

Phone: 02 9166 7642

Email address: [info-au@esysunhome.com.au](mailto:info-au@esysunhome.com.au)

## Important Notice:

(Products Purchased in Australia)

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.

## Product Details:

ESY SUNHOME offers a voluntary warranty for the following products listed below (**Products**) that are sold by ESY SUNHOME to customers in Australia:

- Hybrid Inverter: ESYSUNHOME HM6
- Battery: ESYSUNHOME 5KWH+
- ESYSUNHOME HM6 All-in-One System (Inverter-Battery):
  - HM6-05 (equipped with a 6kW inverter and 5.12kWh battery storage system)
  - HM6-10 (equipped with a 6kW inverter and 10.24kWh battery storage system)
  - HM6-15 (equipped with a 6kW inverter and 15.36kWh battery storage system)
  - HM6-20 (equipped with a 6kW inverter and 20.48kWh battery storage system)
  - HM6-25 (equipped with a 6kW inverter and 25.60kWh battery storage system)
  - HM6-30 (equipped with a 6kW inverter and 30.72kWh battery storage system)
- ESYSUNHOME ESS Battery Models:
  - 5KWH+ (5.12kWh battery storage system)
  - 5KWH+2 (10.24kWh battery storage system)
  - 5KWH+3 (15.36kWh battery storage system)
  - 5KWH+4 (20.48kWh battery storage system)
  - 5KWH+5 (25.60kWh battery storage system)
  - 5KWH+6 (30.72kWh battery storage system)

## Warranty Terms:

We offer this warranty in addition to your other legal rights and remedies. This warranty does not exclude or reduce your statutory rights in relation to the Product.

ESY SUNHOME warrants to the owner of a Product (**owner, user, end-user, you** or **your**) that the Product, within the earlier of 120 months from the date of initial installation of

the Product at the owner's premises and 126 months from the date of manufacture of the Product (**performance warranty period**), will either (i) retain at least 60% of its available capacity, or (ii) achieve the minimum throughput energy. The minimum throughput energy refers to the total output energy recorded in the Product control module (**warranty**).

The warranty is applicable only to Products and only if all of the following conditions are satisfied:

- The Product is installed by a CEC-certified installer who holds the necessary authorization in the specific state of Australia for installing the inverter and battery.
- Full compliance with the instructions provided in the product installation manual and the safety guidelines from the Clean Energy Council.
- The Product is purchased from ESY SUNHOME's authorized and certified distribution channel.
- The warranty covers only Products purchased new and that have not been previously used for any purpose anywhere.
- The Product was not bought in an auction.
- The Product is manufactured by or on behalf of ESY Sunhome Co., Ltd.
- The Product is originally purchased in Australia.

**This warranty is limited in the circumstances set out below under the heading "Warranty terms when the system is not connected to the internet".**

This warranty is only valid in Australia. This means that the warranty can only be enforced to service the Product in Australia.

To the maximum extent permitted by law, we exclude all warranties, conditions and liabilities which are not guaranteed under the Australian Consumer Law or which are not expressly stated in this warranty. Among other things, this exclusion applies to liability for any loss, whether direct or indirect, relating to your purchase of the product, use of the Product or inability to use the Product.

Normally, the warranty is non-transferable. However, in the case of special circumstances where the Product is installed in a building, as long as the Product is installed within the building, the warranty will be transferred to the building owner or the purchaser of the Product.

ESYSUNHOME Series Product Nominal Energy and Minimum Throughput Energy Table:

Model	Nominal Energy (kWh)	Minimum Throughput Energy (MWh)
HM6-05/5KWH+	5.12	14.95
HM6-10/5KWH+2	10.24	29.9
HM6-15/5KWH+3	15.36	44.85
HM6-20/5KWH+4	20.48	59.8
HM6-25/5KWH+5	25.60	74.75
HM6-30/5KWH+6	30.72	89.7

## Standard Capacity Testing Conditions:

Environment temperature: 23°C ~ 27°C.

Testing battery with a standard charge and discharge rate of 0.5C.

Battery BMS has charge and discharge protection conditions to extend the battery's cycling capacity.

Special equipment and connectors need to be properly adjusted and debugged for testing.

Charging Procedure:

1. Adjust the device's output voltage to 55.8V~56.8V and output current to 50A±2A. Charge the battery to a state of charge (SOC) of 95%. The first stage of constant current charging is completed.
2. Allow the battery to rest for 5 minutes.
3. Adjust the device's output voltage to 56.8V~57.6V and output current to 9A±0.5A. Charge the battery to a SOC of 100%. The second stage of constant current to constant voltage charging is completed.
4. Allow the battery to rest for 60 minutes.

Discharging Procedure:

1. Adjust the device's discharge current to 50A±2A. Discharge the battery to a state of charge (SOC) of 20%. The first stage of discharge is completed.
2. Allow the battery to rest for 2 minutes.
3. Adjust the device's discharge current to 19A~19.5A. Discharge the battery to a SOC of 5%. The second stage of discharge is completed.
4. Allow the battery to rest for 2 minutes.
5. Adjust the device's discharge current to 9A~9.5A. Discharge the battery to a SOC of 0% until protection is activated.

The total discharge capacity of the battery is the sum of the capacities discharged in the three stages.

During the performance warranty period, if the Product fails due to defects in materials or workmanship or does not meet the performance standards described in the warranty, we will repair the Product or replace any defective components of the Product (the manufacturer has the right to interpret the judgment criteria acting reasonably).

### **Repair Notice - Refurbished Parts Possible Loss of User Generated Data.**

Refurbished parts may be used to repair a Product. As refurbished parts may be used to repair a Product the Australian Consumer Law (**ACL**) requires us to notify you that: Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

### **Product Safety and Liability:**

To avoid any harm or loss to users due to Product defects, we need to be promptly informed of any issues or concerns regarding Product safety. We understand our

responsibility and obligation towards the Product and Product safety, and our goal is to provide our users with Products that meet all safety standards.

### **Product Replacement or Warranty Transfer:**

If a Product undergoes repairs or replacement within the performance warranty period, the remaining performance warranty period balance still applies to that Product. If the Product is replaced or repaired under any circumstances, the original performance warranty period remains unchanged and is not extended.

In any case where a warranty transfer is required, for example:

If the Product is still installed at the original premises where the Product was first installed, but the user transfers the right to use the installation site (**initial location**) and the ownership of the Product is transferred at the same time.

### **Conditions:**

The warranty for the Product applies only when the Product is installed by CEC-certified installers. These installers have the necessary installation licenses and are certified by the authorities to install energy storage systems in that region or country. The installation manual and safety guidelines from the Clean Energy Council must be followed. The installers should provide the customer with a product commissioning and installation report in respect of the relevant Product being installed, detailing the specifications of the components and handling procedures. If necessary, proof of correct installation and commissioning of the Product (such as a certificate of compliance) should be provided.

### **Warranty terms when the system is not connected to the internet:**

During commissioning of a Product, the installer and end-user need to ensure that the system for the Product is connected to a stable internet connection and can remain online continuously for remote system monitoring.

In locations where reliable internet is not available, it is the responsibility of the installers or project stakeholders to arrange for qualified personnel to perform on-site inspections and collect necessary data for authorized personnel of ESY SUNHOME in Australia.

If the system for the Product is not connected to the internet or any abnormalities or malfunctions are detected in the Product, the user needs to immediately notify the relevant personnel authorized by ESY SUNHOME.

**IF THE PRODUCT IS NOT CONNECTED TO THE INTERNET, THE PERFORMANCE WARRANTY PERIOD FOR THE PRODUCT WILL BE REDUCED TO 3 YEARS FROM THE DATE OF ORIGINAL PURCHASE FROM US, AND THE WARRANTY DOES NOT APPLY TO BATTERY PERFORMANCE IN THIS CASE.**

### **Exclusion Clauses:**

The warranty does not apply to any Product in any of the following cases:

- If the warranty period for the Product has expired.



- Product damage caused by incorrect transportation methods or improper packaging.
- Failure to follow ESY SUNHOME's installation guidelines, safety standards, and regulations for product storage, handling, and installation (disassembly and/or reinstallation), or choosing an inappropriate size or type of product for other purposes without considering ESY SUNHOME's specifications.
- Failure to comply with ESY SUNHOME's instructions for product use, operation, and maintenance, including failure to clean and maintain the Product in accordance with ESY SUNHOME's guidelines in the installation/operation manual.
- Improper or incomplete installation or assembly of the Product (except where this was carried out by us or our authorised service personnel).
- Installation by personnel unauthorised ESY SUNHOME.
- Repair, maintenance, alterations, service, upgrades, expansion, disassembly or opening of the Product by personnel unauthorised ESY SUNHOME.
- Incorrect voltage.
- Improper or unauthorised electrical connections.
- Malware or viruses.
- Misuse (including unreasonable use, failure to follow the user instructions and use that falls outside the scope of the user instructions).
- Neglect or negligent use.
- Product damage due to accidental damage, destruction, theft, or use of the Product outside its intended purpose as specified in marketing materials or beyond the specified data or usage range in the Product manual.
- As a result of changes which occur in the condition or operational performance of the Product due to climate or other environmental influence, foreign material contamination (e.g. dirt, smoke, salt, chemicals and other impurities), water entry, exposure to excessive heat or solvents or because of use of the Product with insufficient ventilation (in particular the maximum temperatures according to the Product operating manual), exposure to strong vibrations, exposure to a strong magnetic field.
- Damage as result of external causes, such as, but not limited to, fire, extreme temperature, water, flood, moisture, dampness, liquid touching or entering the product, other foreign material entering the product, dirt, dust, rust, corrosive conditions (including salt and sand), theft, vandalism, collision, infestation by pests or insects, electrical surges or dips, hail, thunderstorms, earthquakes, tornadoes, acid rain, acts of God, terrorism, war, environmental conditions or any other act or circumstance beyond our control.
- Changes, modifications, or repairs to the Product made by third parties without the authorization of ESY SUNHOME.
- Normal wear and tear of the Product.
- Product damage caused solely to surface coatings, varnishes, or enamels during component replacement or normal maintenance or servicing processes.

- Repair or replacement of the Product using any spare parts not manufactured, sold, or approved by ESY SUNHOME or Product system failure due to interconnection of the Product with products from other manufacturers.
- Product nameplate or serial number is modified or tampered with, making it unreadable.
- Attempts to extend or shorten the Product's lifespan without written confirmation from ESY SUNHOME.
- Any attempt to manipulate data from or in connection with the Product, whether in software or hardware, resulting in changes to energy usage or the Product's installation date.
- Other influences such as electrical or physical stress (including power surges, blackout surges, lightning, floods, accidental damage, etc.).
- Product defects caused by changes in grid standards, regional or national laws, or regulations.
- Failure to report and notify ESY SUNHOME or ESY SUNHOME authorized service partners within ten working days after Product failure occurs.
- Use of incompatible inverters not specified by ESY SUNHOME.
- Failure to establish communication successfully with the inverter, rectifier, or PCS.
- Product malfunction and continued use of the Product despite knowing about the malfunction or defect.
- Damages that do not affect power generation, storage, or electricity usage and are solely of a visual or cosmetic nature (e.g., surface scratches).
- Dismantling of the Product by anyone other than a CEC-certified installer or a person nominated by ESY SUNHOME.

### **Warranty does not cover:**

The warranty does not cover:

- Normal or routine maintenance costs performed by the user or installation personnel.
- Any expenses such as travel, transportation, accommodation costs for personnel, etc.
- Any expenses related to property damage, personal injury, direct or indirect losses resulting from a violation of these warranty terms.

### **Warranty Claim Procedure:**

If the Product develops a defect or malfunction during the warranty period, the user must immediately cease using the Product, isolate it from other installed systems, and promptly report the issue to ESY SUNHOME or the designated service partner of ESY SUNHOME or the authorised dealer from whom the Product was purchased.

The user must contact us via email at [support@esysunhome.com](mailto:support@esysunhome.com) or posting a claim to Unit 3, 52-60 Roberts Road, Greenacre NSW 2190 and provide the following information:

- User's name, phone number, address, and postal code.

- Detailed information about the Product's serial number and model.
- Purchase invoice or receipt for the Product, including the date of purchase and the address of the dealer or supplier.
- Date and address of Product installation and commissioning.
- Copy of the signed commissioning report.
- Contact details of the installation personnel.
- A completed warranty claim form, clearly indicating the observed type of fault, any on-site installation evidence (such as photos or videos), and detailed information related to the product that is relevant and helpful for analyzing the Product's failure (such as additional services or equipment details).

We will handle your information in accordance with our Privacy Policy ([www.esysunhome.com/privacy-policy/198.html](http://www.esysunhome.com/privacy-policy/198.html)).

You must make the claim within the performance warranty period, if you are claiming under this warranty. However, you may still have statutory rights after this time. Each claim will be assessed according to its individual circumstances.

ESY SUNHOME aims to rectify faults caused by manufacturing defects and prevent warranty failures from recurring, taking prompt action to resolve the issue. It is required that all faults and warranty claims clearly state the cause of the Product failure and provide relevant details, including evidence (e.g. photos or videos).

### **Filing a Warranty Claim:**

Users may submit a warranty claim in accordance with these warranty terms, and if we accept the claim, we will reimburse the reasonable costs associated with the claim, up to a maximum amount of \$180 plus GST in Australian Dollars per claim, including:

- Warranty processing fees.
- Replacement parts and/or shipping costs.
- Costs associated with the dismantling and installation of the faulty battery for Product replacement.

If we do not accept a claim or assess that your claim is invalid under these warranty terms, all costs associated with the product warranty claim, including shipping and dismantling/installation fees, will be borne by the customer up to a maximum amount up to \$180 plus GST in Australian Dollars per claim.

Reasonable costs required for claims we accept under this warranty can be claimed from us upon providing documentary evidence.

### **Deadline for Submitting Warranty Claims:**

All applications should follow the aforementioned warranty claim procedure. Upon discovering a product fault, the warranty claim must be promptly submitted to us within one month from the date of diagnosis of the product fault, in all cases. Claims submitted after one month from the diagnosis of the product fault will not be considered.

## **Miscellaneous:**

This warranty constitutes part of the product purchase contract between ESY SUNHOME AUSTRALIA PTY LTD and the end user, and both parties shall comply with it.

No modifications to these warranty terms are permitted unless authorized in writing by authorized officers of ESY SUNHOME AUSTRALIA PTY LTD.

If any term of this warranty is held to be illegal, void or unenforceable in a jurisdiction, then:

- where the term can be read down so as to give it a valid and enforceable operation of a partial nature, it must be read down to the extent necessary to achieve that result, and
- in any other case the term must be severed from this warranty for that jurisdiction in which event the remaining terms operate as if the severed provision had not been included.

This warranty is governed by and construed in accordance with the law of the place where you bought the Product. We submit and you submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

## **Manufacturer Contact Information:**

ESY Sunhome Co., Ltd

Website: [www.esysunhome.com](http://www.esysunhome.com)

Phone: +86 (0)755 8522 9087

Email address: [info@esysunhome.com](mailto:info@esysunhome.com)

Address: 101, Building 6, No. 5-2, Inner Ring Road, Shanxia Community, Pinghu Street, Longgang District, Shenzhen, China.

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**Made in China**

**CE RoHS**