

# Limited Warranty for Household Energy Storage Battery from ESY SUNHOME (EU)



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

ESY SUNHOME 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
ESYSUNHM-HM6-05	
ESYSUNHM-HM6-10	
ESYSUNHM-HM6-15	
ESYSUNHM-HM6-20	
ESYSUNHM-HM6-25	
ESYSUNHM-HM6-30	

Model Name	Model Code
ESYSUNHM-HM12-10	
ESYSUNHM-HM12-15	
ESYSUNHM-HM12-20	
ESYSUNHM-HM12-25	
ESYSUNHM-HM12-30	

Model Name	Model Code
ESYSUNHM-HM15-20	
ESYSUNHM-HM15-30	
ESYSUNHM-HM15-60	
ESYSUNHM-HM15-90	

Model Name	Model Code
ESYSUNHM-HM20-20	
ESYSUNHM-HM20-30	
ESYSUNHM-HM20-60	
ESYSUNHM-HM20-90	



#### 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 ESY SUNHOME. ESY SUNHOME holds the right to make changes without prior notice.
- 2.2 'Buyer' shall comply with all precautions specified in installation manual/documentation provided by ESY SUNHOME.
- 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 ESY SUNHOME will be voided.

For a list of compatible inverters, 'Reseller' or 'Buyer' can visit the ESY SUNHOME website by clicking the URL below.

https://www.esysunhome.com

- 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'.
- 2.6 If the device is not installed or used immediately, the storage environment must meet the following conditions:
  - (A) Battery storage: 50%–80% State of Charge (SOC). Battery capacity should be discharged and recharged once every 6 months.
  - (B) Storage temperature: -25°C to 35°C.
  - (C) Storage humidity: 5% RH to 95% RH (non-condensing). Do not install batteries if any moisture or condensation is detected.
  - (D) Place the equipment in a cool area, away from direct sunlight and rainwater.
  - (E) Keep the equipment away from flammable, explosive, and corrosive materials.
- 2.7 In order to provide the ten-year limited warranty for ESY SUNHOME, ESY SUNHOME will periodically update the device through remote firmware upgrades. These remote upgrades may briefly interrupt the operation of the device. By connecting the device to the Internet, you agree that ESY SUNHOME may update the firmware of the device's functions without further notice. If your device remains disconnected from the network for an extended period, we may be unable to complete such crucial upgrades. In such cases, we may not be able to fulfill the entire ten-year warranty commitment. However, we always provide a five-year warranty based on the initial installation date.



#### 3. Product Limited Warranty

ESY SUNHOME 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.

OR

- 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 ESY SUNHOME warrants that the Product will:

• retain 80 percent of its Usable Capacity for ten (10) years from the Warranty Start Date.

OR

• reach the Total Power 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 ESY SUNHOME.

3.2 The delivery of the power of ESY SUNHOME Products as shown in the table below:

ESY SUNHOME:

Model	Capacity	Total Power
HM6-05	5.12 kWh	2.92 mWh
HM6-10	10.24 kWh	5.84 mWh
HM6-15	15.36 kWh	8.76 mWh
HM6-20	20.48 kWh	11.68 mWh
HM6-25	25.6 kWh	14.6 mWh
HM6-30	30.72 kWh	17.52 mWh
Model	Capacity	Total Power
HM12-10	10.24 kWh	5.84 mWh
HM12-15	15.36 kWh	8.76 mWh
HM12-20	20.48 kWh	11.68 mWh
HM12-25	25.6 kWh	14.6 mWh
HM12-30	30.72 kWh	17.52 mWh
Model	Capacity	Total Power
HM15-20	21.08 kWh	12.02 mWh
HM15-30	31.62 kWh	18.03 mWh
HM15-60	63.24 kWh	36.07 mWh
HM15-90	94.86 kWh	54.1 mWh
Model	Capacity	Total Power
HM20-20	21.08 kWh	12.02 mWh
HM20-30	31.62 kWh	18.03 mWh
HM20-60	63.24 kWh	36.07 mWh
HM20-90	94.86kWh	54.1mWh



# 4. Warranty Claim

- 4.1 The 'Buyer' shall notify or contact, within 1 month, their 'Reseller' or ESY SUNHOME 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 ESY SUNHOME with the following required information.
- Dated proof of purchase from authorized ESY SUNHOME sales channel
- For authorized ESY SUNHOME sales channel information, 'Reseller' or 'Buyer' can visit the Battery Website of ESY SUNHOME by the URL below:

https://www.esysunhome.com

- Description of defects, symptoms and when it occurred
- Product(s) serial number
- Further information requested by ESY SUNHOME 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, ESY SUNHOME 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 ESY SUNHOME 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 ESY SUNHOME.

In the event the 'Products' are no longer commercially available, ESY SUNHOME, at its option, may complete the replacement with alternative equipment deemed to be equivalent in function and performance.

5.5 If a claim is received within the warranty period, ESY SUNHOME will autonomously decide to resolve the issue by either modifying configurations or updating software, replacing the inverter/battery system with a brand new one or refurbished one that is functionally equivalent to the original system, or providing an upgraded model or functionality that is at least equivalent or superior to the original model in terms of functionality.

# 6. Exclusions And Limitations

Unless otherwise agreed in a specific contract signed between ESY SUNHOME and the customer, this limited product warranty shall supersede all other warranties, conditions, or guarantees, whether express or implied, including any warranties, conditions, or guarantees related to the description, quality, suitability for any particular purpose, merchantability, or satisfactory quality of the covered products or any other products.

ESY SUNHOME shall not be liable for any contractual, tortious, or other liability for any non-conformity or defect in the covered products, or for any injury, damage, or loss cased thereby, or for any consequential, indirect, or economic loss or damage, including but not limited to loss of use, profits, or business, business interruption, or any additional operational expense, regardless of the cause. The remedies specified in this limited product warranty shall be the sole and exclusive remedies of the customer for any non-conformity or defect in the covered products.



Notwithstanding the foregoing, nothing in this limited product warranty shall limit ESY SUNHOME's liability for:

- (i) Death or personal injury;
- (ii) Fraud or fraudulent misrepresentation; or
- (iii) Any other liability that cannot be limited or excluded by law.

General

- (i) No modification, extension, or supplementation of this limited product warranty shall be made by any person other than an authorized representative of ESY SUNHOME.
- (ii) If any term of this limited product warranty is deemed invalid or unenforceable by a court or arbitral tribunal, the validity or enforceability of the remaining terms of this limited product warranty shall not be affected.
- (iii) This warranty is governed by the laws of the Federal Republic of Germany and shall be interpreted in accordance with them, excluding the provisions of the Italian law on conflicts of law and the United Nations Convention on Contracts for the International Sale of Goods. The exclusive jurisdiction of the parties shall be Munich, Germany.
- 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 ESY SUNHOME.
- When the 'Products' are not installed and/or serviced by the 'Certified Installer' of ESY SUNHOME.
- When the 'Products' are not manufactured by ESY SUNHOME.
- When the 'Products' are transported, stored, installed, assembled, tightened, or wired out of compliance of the official installation manual and data sheet of the 'Products'.
- When the 'Products' are disassembled or dismantled without prior consent of ESY SUNHOME.
- 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 ESY SUNHOME and/or instructed by the 'Buyer' without the consent of ESY SUNHOME.
- 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 ESY SUNHOME 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 ESY SUNHOME.
- 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 ESY SUNHOME 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 ESY SUNHOME or a ESY SUNHOME Authorized Service Partner ("ESY SUNHOME 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 ESY SUNHOME certified inverter which are specified which is available on the websites: https://www.esysunhome.com/eu
- ( f ) modification or repair of the Product without the approval of ESY SUNHOME or ESY SUNHOME Partner.
- (g) a force majeure event (e.g., natural catastrophes, such as flooding, fires, earthquakes, lightning or other abnormal environmental conditions, war, etc.).
- ( h ) 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, ESY SUNHOME 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 ESY SUNHOME 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, ESY SUNHOME 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 ESY SUNHOME using the following contact information.

Location	Telephone	E-mail
Europe		support@esysunhome.com
United Kingdom		support@esysunhome.com

# 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.