

eCactus Limited Warranty

Applicable Country: Australia/Thailand

Effective Date: 2021.01.01

Applies to :

WH-SPHA3.6H-5.12kWh

WH-SPHA3.6H-10.24kWh

WH-SPHA5.0H-5.12kWh

WH-SPHA5.0H-10.24kWh

WH-SPHA6.0H-5.12kWh

WH-SPHA6.0H-10.24kWh

This limited warranty letter (herein after "Warranty") as described below applies to eCactus WH-SPHA series (herein after "Products") supplied by Jiangsu Weiheng Intelligent Technology CO., LTD. (herein after "Weiheng") to customer via the way authorized by Weiheng.

Notes:

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.

1, Warranty Period

Weiheng warrants that we will repair or replace (at our option) a Product or any part thereof, if such Product is faulty or defective in manufacture or materials for a period of 5 years from the initial(first) installation date or 3 months after production.

2, Performance Warranty

Weiheng warrants that the Product still remains at sixty percent (60%) of its Usable Energy until the earlier of: (i) ten (10) years from the Warranty Start Date; or (ii) until the output has reached the Minimum Throughput Energy (as measured by the ECOS APP).

The precondition of the valid Performance Warranty shall be followed as the Products should be used in accordance with **Appendix 1 - Usage and Transportation Requirements.**

Product Model	Minimum Throughput Energy (MWh)
WH-SPHA3.6H-5.12kWh	15.4

WH-SPHA5.0H-5.12kWh WH-SPHA6.0H-5.12kWh	
WH-SPHA3.6H-10.24kWh WH-SPHA5.0H-10.24kWh WH-SPHA6.0H-10.24kWh	30.8

3, Preconditions for Warranty

- 1) The Products must have been installed and correctly commissioned by an authorized and licensed installer. The installation of the Product for the End User shall be completed within maximum 1 month from the Invoice Date. Proof may be required of correct commissioning of the Product (such as certificate of compliance). Claims for failures due to incorrect installation or commissioning are not covered under this Warranty.
- 2) Where a Product or part thereof is replaced or repaired under this Warranty, the balance of the original Warranty period will apply. The replacement product or part(s) do not carry a new voluntary warranty.
- 3) The Product must have its original serial number and rating labels intact and readable.
- 4) This Warranty does not extend to any Products that have been completely or partially disassembled or modified, except where such disassembly is carried out by Weiheng.
- 5) The terms of this Warranty cannot be amended except in writing by one of our authorized officers.
- 6) This Warranty only applies to Products purchased by an end-user from us directly or a reseller where the Products have been sold to the reseller by us directly.
- 7) Any warranty claim under this Warranty must meet the requirements set out below in the “How to Make a Warranty Claim” section.
- 8) End User shall correctly operate and use the Product according to User Manual and Installation Guidance (available on the website:ecactus.Weiheng.com).
- 9) The operating temperature during the operation of the Product must not exceed -10°C~55°C temperature range and the Product shall not be exposed and stored in a temperature higher than 45°C, and shall not be exposed in an installed area to direct sunlight.
- 10) The Product installation location must be ventilated in accordance with the requirements of User Manual and Installation Guidance.
- 11) The Product must be operated with compatible inverters listed by Weiheng (available on the website:ecactus.Weiheng.com).
- 12) The product must be transported, installed and operated in accordance with the requirements in Appendix 1 - Usage and Transportation Requirements.

4, General Exclusions

The Warranty does not apply to any defect or energy capacity shortfall resulting from any of the following, each of which may result in your Warranty being voided: (i) abuse, misuse or negligence; (ii) 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 operating manual), exposure to strong vibrations, exposure to a strong magnetic field or damage as result of Force Majeure event outside the reasonable control of Weiheng; (iii) storage, installation, commissioning, modification or repair of the Product, or opening of the external casing of the Product, that is performed by none authorized installer or rather than Weiheng; (iv) failure to operate or maintain the Product in accordance with the owner's manual; (v) any attempt to modify the Product, whether by physical means, programming or otherwise, without the express written consent of Weiheng; or (vi) removal and reinstallation of the Product at a location other than the original installation location, without the express written consent of Weiheng; (vii) due to accidental damage, theft or vandalism, or use of the Product for a purpose or in environmental conditions for which the Product were not designed for or sold, or use of the Product outside the specified or normal operating ranges for such Products; (viii) use of an incompatible inverter, rectifier or PCS.

In addition, this Warranty does not cover (i) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance of the Product; (ii) noise or vibration that is not excessive or uncharacteristic and does not impact the Product's performance; (iii) damage of deterioration that occurs after the expiration or voiding of the Warranty period; (iv) damage of Products arise due to renewal of the national or regional laws or regulations.

EXCLUSION FOR FAILURE TO CONNECT TO THE INTERNET OF FAILURE TO REGISTER THE PRODUCT.

It is required that all Products have internet connection for monitoring and upgrading. If the Product has no internet, please contact us ASAP or organize qualified personnel to conduct an on-site inspection and data collection under the instruction of Weiheng. Without connecting to the Internet, we may not be able to provide important remote firmware upgrades, so we may not be able to honor the full warranty. Even in this case, we will always honor the warranty for at least three years from the initial(first) installation date.

5, Remedy for Breach of Warranty

1) Subject to the exclusions and limitations set out above, if the Product fails to comply with the Limited Warranty in clauses 1 or 2, Weiheng will repair or replace the nonconforming Product or parts thereof within the Warranty term at no charge (or provide a partial refund) on the following conditions.

2) Whether to repair or replace the Product will be determined by Weiheng in its sole discretion.

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 have been discontinued, withdrawn from the market, or are otherwise unavailable, Weiheng 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). Due to technical advances it is possible that replacement parts or components may not be compatible with the other components already installed. Any costs relating to the incompatibility of systems is not covered by this Warranty. If the products are replaced within the Warranty period, the remaining warranty period will be automatically transferred to the replacement products. In this event, you will not receive a new certificate.

4) If Weiheng does not repair or replace the defective Product or parts, Weiheng will refund you an amount of money calculated as follows:

i) If the Product fails to comply with the Performance Warranty in clause 2, Weiheng may calculate the refund using one of the two refund formulas below:

a) Refund = maximum claim amount* x (warranted Minimum Throughput Energy - output energy of the Product recorded in the control module of the Product)/ warranted Minimum Throughput Energy; or

b) Refund = maximum claim amount* x (warranted remaining Usable Energy - remaining Usable Energy)/ warranted Usable Energy; and

ii) If the Product cannot be operated, Weiheng will calculate the refund as follows:

Refund = (maximum claim amount*/120)×(120 - number of months since Warranty Start Date).

*The maximum claim amount is the market value of the product (or an equivalent product) determined by Weiheng, if it were purchased new with no defects.

5) The remedies as set out above are the sole and exclusive obligations of Weiheng to you under this Warranty and Weiheng will have no other liability to you if the Product fails to comply with the Warranty.

6, Warranty Restriction

Unless otherwise specified herein, to the extent permitted by applicable law, the Warranty Letter and above remedies shall be exclusive and replace all other guarantees and remedies, oral or in writing, expressed or implied. To the extent permitted by applicable law, Weiheng expressly reject any and all legal or implied warranty, including but not limited to warranties of merchantability, fitness for a particular purpose and hidden or potential defects. If Weiheng cannot abandon implied warranty as prescribed by applicable law or the guarantee specified by applicable laws, all of such guarantees and warranties shall limit to implied warranty as prescribed by applicable law or the scope within applicable laws and shall be under mandatory application according to applicable law. No distributor, agent or staff of Weiheng and / or Weiheng Authorized Service Partner is authorized to make any revision, extension or addition to the quality warranty. The legality and enforceability of remaining clauses herein shall not be affected or damaged if any of clauses herein is adjudged to be illegal or unenforceable. Unless otherwise specified herein, to the maximum range permitted by applicable law, Weiheng will not be liable for any direct, indirect, special, accidental or derivative losses caused by the purchase or use of Products and its system, including but not limited to the loss of use, loss in income, actual or expected loss in revenue (including contract revenue losses), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, personal injury or damage loss, or the indirect or derivative loss or damage (including any expense arising from the replacement of equipment and property, resumption of production, etc.) caused by any reasons.

WEIHENG'S LIABILITY FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY END USER TO WEIHENG FOR SUCH PRODUCT GIVING RISE TO THE LIABILITY. EXCEPTED FROM THIS IS LIABILITY ON THE GROUNDS OF CULPABLE INJURY TO LIFE, PHYSICAL INJURY OR INJURY TO HEALTH AND THE MANDATORY LIABILITY FROM INTENT OR GROSS NEGLIGENCE.

7, Limitation on Use

The Product is not intended for use as a primary or backup power source for life-support systems, other medical equipment, or any other use where product failure could lead to injury to persons or loss of life or catastrophic property damage. To the extent permitted by law, Weiheng disclaims any and all liability arising out of any such use of the Product. Further, Weiheng reserves the right to refuse to service any Product used for these purposes and disclaims any and all liability arising out of Weiheng's service or refusal to service the Product in such circumstances.

8, Claim Procedure

1) Who can make a claim?

Warranty claims can be made by or on behalf of the end user who acquired and put the Product into use for the first time. A subsequent owner of the Product who provides proof of ownership is also entitled to make Warranty claims

2) Claim process

If a Product fails within the Warranty period, the end-user must stop using the Product or the system in which the Product is installed as the case may be by isolating the Product from any energy source, make a claim as soon as possible and follow all instructions provided by us, or our representative or agents.

When contacting us either online or Email, please have the following information to hand:

1	Installation Date	
2	Invoice Number	
3	Serial Number of the Product	
4	Working Mode	e.g. Self-powered or Backup
5	Place	e.g. indoor or outdoor
6	Comments	
7	Error Information	
8	Country	
9	Street and Number	
10	Postcode and City	

Contact information:

Weiheng Service

Address: 888 chunliubei road, Yangzhong city, Jiangsu province

Service Mailbox: wifoserver@wifo-china.com

Telephone: +86 -512-87887659 (CN):

Web: <https://www.weiheng-tech.com>

Importer for Australia

Importer Company: Solar System Pty Ltd

Importer Address: Unit 4,142 James Ruse Drive Parramatta NSW 2150

Importer Telephone: 0406927802

Importer Email: sunny@solarsystemaus.com.au

3) Cost of claim

Costs of Submitting a Warranty Claim For invalid claims under this Warranty, we will not be liable for the end-user's costs in making the warranty claim, including transport or return freight. In respect of valid claims under this Warranty, the end-user will not be charged for reasonable costs associated with the making of a warranty claim, including warranty processing costs, the cost of replacement parts or freight, and labor cost associated with the Products removal and installation. Reimbursement for necessary and reasonably incurred costs or expenses in making valid warranty claims under this Warranty may be claimed from us.

If the Product is found not to be defective (either under this document or the Australian Consumer Law) or the Warranty has expired, the Claimant will be responsible for the call out fees, transportation and shipping fees and/or repair costs invoiced by the Weiheng or the authorized seller.

Appendix 1

Usage and Transportation Requirements

This product includes Lithium iron phosphate battery and the Accessory Components. In order to ensure that the buyer is entitled to full warranty policy, the following clauses should be strictly observed in the transportation and use of products. The product failure or damage caused by violation of the following requirements is not covered by this Limited Warranty.

1, Operating Environment Requirements

The battery should be stored at an ambient temperature of -10~45°C;

The battery should work in the environment temperature of -10~55°C;

Working humidity: 5%~85% RH

Do not expose the battery to direct sunlight for extended periods of time;

Ensure reliable grounding;

Do not reverse the polarity;

No conductive dust and corrosive gas

Installation location should be away from the sea to avoid brine and high humidity environment.

The ground is flat and level.

There is no flammable explosive near to the installation places.

Keep away from dust and messy zones, water source and heat source, prevent equipment from entering water and overheating.

2, Storage Environment Requirements

- Short-term storage environment:

Within 3 months of temperature range is -20~45°C.

Relative humidity <85%RH. No corrosive gases.

- More than 3 months long-term storage environment:

temperature range for -20~20°C

Relative humidity <65% RH

No corrosive gases

THE BATTERY SHOULD BE CHARGED AT LEAST ONCE WITHIN SIX MONTHS DURING STORAGE.

If long-term storage is required, it should be recharged every 6 months, and no less than 80% of SOC should be charged.

Keep away from dust and messy zones, water source and heat source, prevent equipment from entering water and overheating.

3, Transportation Requirements

When the product is transported separately, the individual products should be transported with the original packaging materials of the Seller. If long-distance transportation such as sea transportation is required, additional packaging measures should be taken to ensure the safety of transportation. The product stack in transportation does not exceed 5 layers.

If the product does not use Seller's original packaging material transportation, Buyer shall fully consider the risks of vibration, drop and collision in the transportation process, and adopt adequate product protection measures.

Subject to purchasing contract without notice.