

# WHES Limited Warranty

**Effective Date:** June 30, 2025

Jiangsu Weiheng Intelligent Technology CO., LTD. and its affiliates (hereinafter referred to as “**WHES, We or Us**”) provides the following limited warranty for WHES Residential Energy Storage System (hereinafter referred to as the “**Product**” or “**Products**”) supplied by WHES. An affiliate means a company that belongs to the same group of companies as WHES, characterized by a direct or indirect control relationship.

This WHES Limited Warranty (hereinafter referred to as the “**Warranty**”) applies to the Products purchased and installed in the destinations defined within **Australia and New Zealand** (hereinafter referred to as the “**Territory**”).

This Warranty is provided exclusively to the purchaser of the Products from WHES’s authorized channels (hereinafter referred to as the “**Purchaser**”). This Warranty is non-transferable.

## 1 Limited Warranty Scope

If a defect with the Product is discovered that is covered under the Warranty, WHES will, at its own discretion, repair or replace the non-conforming Product or parts thereof within the Warranty Period at no charge on the following conditions:

- (1) Whether to repair or replace the Product will be determined by WHES at its sole discretion.
- (2) The Product or any of its parts to be replaced will have the functionally equivalent 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 If the production of the relevant type of the Product or any of its parts have been discontinued, withdrawn, or otherwise unavailable on the market, WHES reserves the right to replace the Product or parts with a similar Product or part (which may include previously used parts that are functionally 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 are 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 without an additional extension.

**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.**

## **2 Precondition For Warranty**

This Warranty is subject to the following conditions:

- (1) The inverter system shall be installed by a skilled, trained, and licensed installer in compliance with local regulations.
- (2) The ambient temperature during the operation of the products shall not fall below  $-20^{\circ}\text{C}$  or exceed  $55^{\circ}\text{C}$ .
- (3) If the equipment is not to be installed or used immediately, the storage environment needs to meet the following conditions
  - a. Storage temperature:  $-25^{\circ}\text{C} \sim +20^{\circ}\text{C}$ , 12 months;  $25^{\circ}\text{C} \sim +40^{\circ}\text{C}$ , 3 months;  $40^{\circ}\text{C} \sim +60^{\circ}\text{C}$ , 7 days.
  - b. Storage humidity: 0%RH~95%RH (no condensation).
  - c. Keep the equipment away from inflammable, explosive, and corrosive matters
- (4) The inverter system must be installed in a location that provides ventilation in accordance with the requirements specified in the User Manual and Installation Guide.
- (5) If a Force Majeure event occurs within the Territory, WHES's warranty obligations shall be suspended for the duration of the event, and claims arising during a state of war or civil unrest shall not be covered by this Warranty. For the purposes of this Agreement, "Force Majeure" includes events beyond the reasonable control of a party, including war, armed conflict, invasion, hostilities, civil war, rebellion, revolution, insurrection, extensive riot or public disorder.

## **3 Warranty Period**

### 3.1 Product Warranty

The Warranty Commencement Date shall be the earlier of:

- (1) The date on which the Product was first installed; and
- (2) 6 months after the date of production.

As defined in the table below, the Warranty Period is subject to the following terms and conditions:

Module	Warranty Period
WH-BXC4992-1S/2S/3S/4S/5S/6S	The warranty shall remain in effect until the earlier of: (i) 10 years from the Warranty Commencement Date; or (ii) the date on which the Product reaches the Minimum Through Output Energy (as defined below).
WH-BXC4992-1S/2S/3S/4S/5S/6S-I	
HBC57I	10 years
HBC57I-I	
WH-TIA502/602/802/103/123/133	10 years
SIA-3.5/4.6/5/6/8/10kW	10 years
WH-THA502/602/802/103/123/133	10 years
CT CLAMP, SMART METER, WIFI DONGLE	2 years

### 3.2 The Product Battery performance Guarantee

Covered Module	Minimum Through Output Energy	State of Health (SOH)
WH-BXC4992	16.42MWh	70%

Notices:

1. WHES guarantees that the Product Battery retains 70% of Usable Energy, for 10 years, which is calculated from the Warranty Commencement Date.
2. Capacity test conditions: at an ambient temperature of 25°C±3°C, after charging at a set current of 0.5C to 90% SOC, let it stand for 30 minutes, and discharge the tested battery module at a set current of 0.5C to the discharge termination voltage, and record the amount of electricity released in the

process.

## **4 Warranty Claim**

### **4.1 Claim process**

For the claimant, please contact the reseller where the Product was purchased, or the installer who installed the Product, they will contact WHES if necessary. If the claimant was unable to obtain service from them, or was NOT satisfied with their service, the claimant can escalate their service request by contacting with WHES service team or make a claim to WHES via official website: <http://www.whes.com>.

When contacting, please have the following information on hand as it may be required:

- (1) Contact information of claimant, including name of the person, full installation address, phone number and email address.
- (2) A copy of the original invoice.
- (3) Information of the defective product, including product model, serial number, SN code, installation date and failure date.
- (4) Installation information, including brand, model, and number of PV panels; if the defective product is an energy storage system, the brand and model of batteries are also needed.
- (5) Description of actions before the failure, error message on ECOS APP (if applicable) and fault details.

### **4.2 Cost of Claim**

In terms of the 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 part 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 applicable local law) or the Warranty has expired, the claimant will be

responsible for the call out fees, transportation and shipping fees and/or repair/replacement costs invoiced by the WHES or the authorized distributors.

## 5 General Exclusions

Damage or impairment related to the causes listed below are NOT covered by this Warranty:

- (1) Amendment, alteration, modification or revision of the terms of this Warranty, which is not authorized or agreed by WHES in writing;
- (2) Non-compliance with applicable laws, regulations and standards;
- (3) Improper transportation, handling and delivery, including but not limited by dropping, trampling, deforming, impacting, caused by the distributor, carrier (courier), installer, end-user or other third party who is in charge of;
- (4) Improper storage or placement of the Product before the installation, where the Product shall be installed within one month from the Warranty Commencement Date;
- (5) Failure to install/re-install the Product (including inverters or charger) in accordance with Product Manual, User Manual, Installation Guidance and/or Technical Agreement (as the case may be, hereafter referred as “**Manuals**”), or the case in which the installation/re-installation is not performed or completed by certified and qualified personnel recognized by WHES, where a certified and qualified personnel shall be a trained and skilled electrician or installer;
- (6) Improper/omission of maintenance or operation of the Product in accordance with the Manuals
- (7) Insufficient ventilation/airflow of the Product in accordance with the Manuals;
- (8) 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, exposure to strong noises and vibrations, exposure to a strong magnetic field or a force majeure event outside the reasonable control of WHES;
- (9) Complete or partial disassembly, modification or repair, whether by physical means, programming or otherwise, not made or attempt to be made by certified and qualified personnel recognized by WHES;

- (10) Abuse, misuse, intentional damage, negligence or accidental damages,
- (11) Use of the Product other than in an ordinary and customary manner set out in the Manuals;
- (12) If the user employs any inverter, charge/discharge controller, or third-party EMS/software not approved by our company, any resulting faults or damages will not be covered under this warranty.
- (13) This warranty does not cover wear, aging, or consumable parts resulting from normal use (including but not limited to fuses, fans, sealing rings, etc.).
- (14) Cosmetic issues, wear and tear, which will not adversely affect the proper functioning of the product.
- (15) The warranty shall be void if the product is modified, altered, repaired, or disassembled without authorization, including but not limited to cases where the product serial number or product label is altered, removed, defaced, or illegible.

This Warranty shall be void, if

- (1) The Product's original serial number, rating labels intact and readable has been modified, altered, or cannot be clearly identified;
- (2) The end-user fails to make a valid warranty claim under this Warranty in accordance with the requirements set out in the "Warranty Claim" section within one month after end user becomes aware of such defect;
- (3) The Product is resold/relocated/reinstalled in a place other than the original place, WHES grants the prior written confirmation/approval on the installation/relocation and such installation/relocation shall be made by a qualified installer who has provided a test report to WHES; and
- (4) This Warranty is expired or otherwise terminated without the extension.

## **6 Warranty Restriction**

Unless otherwise specified herein, to the extent permitted by applicable law, the Warranty 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, WHES expressly rejects 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 WHES 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 WHES and / or WHES's authorized service partner is authorized to make any revision, extension or addition to this 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, WHES will not be liable for any 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.

**WHES'S OBLIGATIONS UNDER THIS WARRANTY ARE EXPRESSLY CONDITIONED UPON SETTLEMENT TOWARDS WHES, ITS AFFILIATES OR DISTRIBUTORS OR ITS AUTHORIZED AGENTS (INCLUDING INTEREST CHARGES, IF ANY) OF ALL DUE PAYMENTS FOR THE PRODUCTS. DURING SUCH TIME, AS LONG AS WHES HAS NOT RECEIVED PAYMENT OF ANY AMOUNT OWED FOR THE PRODUCTS, IN ACCORDANCE WITH THE CONTRACT TERMS UNDER WHICH THE PRODUCT IS SOLD, WHES SHALL HAVE NO OBLIGATION UNDER THIS WARRANTY. ALSO DURING SUCH TIME, THE PERIOD OF THIS WARRANTY SHALL CONTINUE TO RUN AND THE EXPIRATION OF THIS WARRANTY SHALL NOT BE EXTENDED UPON PAYMENT OF ANY OVERDUE OR UNPAID AMOUNTS.**

**WHES'S LIABILITY FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY THE CUSTOMER/END USER TO WHES 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.**

**THIS WARRANTY DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE**

## **OPERATION OF THE PRODUCT.**

### **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, WHES disclaims any and all liability arising out of any such use of the Product. Further, WHES reserves the right to refuse to service any Product used for these purposes and disclaims any and all liability arising out of WHES's service or refusal to service the Product in such circumstances.

In order to satisfy functional iterations and eliminating potential risks, WHES will provide firmware remote upgrade service to improve Product performance. WHES strongly recommends the end user connect the Product to the Internet. Without an Internet connection, we may not be able to provide important remote firmware upgrades. PLEASE NOTE, IF WHES CANNOT PERFORM REMOTE UPGRADE DUE TO THE FAILURE OF THE END-USER TO PROVIDE THE ABOVE CONNECTION OR ACCESS, THE END-USER SHALL BEAR THE ADVERSE OR NEGATIVE CONSEQUENCES ARISING THEREFROM AND THE WARRANTY MAY NOT APPLY.

### **8 Dispute Resolution**

In the event of any dispute arising out of or in connection with warranty claims, such dispute shall be governed by and finally resolved in accordance with the governing law and dispute resolution provisions set forth in the relevant sales contract or purchase order entered into between the Purchaser and WHES or its authorized distributor.

### **9 Validity**

The Warranty shall be valid from June 30, 2025 and shall apply to all WHES Residential Energy Storage Systems, installed and used together, sold to the Purchaser and installed on or after this date. Proof of installation date must be provided upon request. WHES reserves the right to unilaterally amend the provisions, clauses or applications of the Warranty from time to time without notice, however any such changes shall not be retrospective.

### **Contact Information**

Jiangsu Weiheng intelligent technology CO., LTD.

WHES After-sale Service

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