Fox ESS Warranty Policy for CQ Batteries

1. Scope of the Warranty

FOXESS CO., LTD., a company registered in China with its registered address No. 939, Jinhai Third Road, New Airport Industry Area, Longwan District, Wenzhou City, Zhejiang Province, China (hereinafter "Fox ESS"), offers the following limited warranty for the products provided by it (hereinafter referred to as "Product/s" unless otherwise specified). Fox ESS, at its sole discretion, reserves the right to refuse replacement of the device if the terms and conditions of the Policy are violated. This Fox ESS Warranty Policy (hereinafter referred to as the "Policy") applies in all countries where the product is sold through partners recognized by Fox ESS. The Products covered under this Policy include:

- **CQ series**

Important: The warranty on the Products provided by Fox ESS applies exclusively to customers qualified as professionals, meaning an individual or entity purchasing the product or service as part of their professional or business activities (hereinafter "B2B"). Consequently, all provisions of this warranty exclude the application of consumer protection laws provided by national legislation and European directives, except as noted here regarding obligations imposed by European data protection regulations (GDPR).

This Policy is therefore provided exclusively to the original purchaser of the product from Fox (hereinafter referred to as "Purchaser"), where the Purchaser is a distributor, reseller, or accredited electrician (hereinafter referred to as "Installer"), who supplies the product to another party (hereinafter referred to as "End User") where the product is installed. Fox ESS will not be responsible for any warranty claims made by parties not falling within the B2B category unless specified below.

Please note that this warranty policy covers the specific Fox ESS Products listed here. Auxiliary parts or additional devices provided by Fox ESS may be covered by a separate warranty policy, provided that such a warranty is agreed upon, drafted, and signed by Fox ESS or its affiliates. An affiliate means a company that belongs to the same group of companies as Fox ESS, characterized by a direct or indirect control relationship.

This Policy should not be considered as a guarantee of product durability nor include any product capacity other than as stipulated herein.

The validity of this Policy is subject to the timely registration of the Product purchased from Fox ESS on the Fox ESS monitoring platform at: www.foxesscloud.com – following the steps indicated there – no later than 6 months from the installation of the Product. Products purchased and covered under this Policy must remain online for the entire duration of the warranty period to ensure the validity of the warranty. If, due to network problems or other reasons unrelated to updates or authorized interventions by Fox ESS, the Product goes offline, the offline period should not exceed 6 months within 12 months. Additionally, warranty claims must be submitted within 3 months of the last online connection, or this Policy will be rendered invalid.

To maintain the continuity of service provided by Fox ESS, the company requires the ability to perform remote firmware updates on inverters and batteries during the warranty period. This consent for the update must be provided following communication from Fox ESS regarding the necessity of such an intervention. The Purchaser agrees to obtain such consent in advance and not exclusively from the End User. They also agree to comply with privacy laws, especially concerning the communication of personal data in accordance with applicable national and international data protection regulations (GDPR).

The Purchaser acknowledges that such updates may temporarily disrupt the operation of the Products. By installing inverters and batteries and connecting them to the Fox ESS monitoring portal, the Purchaser consents to periodic updates without prior notice. Notwithstanding the protection of privacy rights as outlined, if an online update cannot be completed, Fox ESS reserves the right to contact the customer using the contact information provided on the monitoring platform to facilitate the actions necessary to complete the update.

2. Contracting Parties

An "End User" under this warranty is any person who owns a system and did not acquire it for resale or to install it on behalf of third parties within their independent business or professional activity. This applies regardless of who purchased the system.

In addition to claims arising from these warranties, the End User also has statutory claims for product liability and defect claims against the seller. Notably, regarding the applicability of consumer protection laws, which this Policy excludes given its nature as a B2B contract, the seller may be someone other than Fox ESS. These potentially more favorable rights for the End User are neither replaced nor limited by this manufacturer's warranty.

3. Warranty Period

The standard performance warranty for the products is valid for a period of 120 months from the date of installation, but not beyond 126 months from the product's manufacturing date (whichever comes first). The product registration (see Section 9) must be completed in any case through the Fox ESS website at https://warranty.foxesscloud.com/ within 36 months from the date of production.

4. Scope and Limitation of the Warranty

The liability of Fox ESS under this policy will be limited to replacement, repair, refund, and compensation. Replaced or repaired products will be covered for the remaining original performance warranty period. In any case, the replacement does not justify renewing the original performance warranty period.

THE AGGREGATE LIABILITY OF Fox ESS, IF ANY, IN TERMS OF DAMAGES OR OTHERWISE, WILL NOT EXCEED THE LIABILITY LIMIT MUTUALLY AGREED IN THE SUPPLY CONTRACT OR PURCHASE ORDER BETWEEN Fox ESS AND THE PURCHASER; AND IF SUCH LIABILITY IS NOT REGULATED THEREIN, THE AGGREGATE LIABILITY WILL NOT EXCEED THE CONTRACT VALUE OF THE PRODUCTS SOLD BY Fox ESS OR ITS AFFILIATES.

The purchaser acknowledges that the above limitations of liability are an essential element of the agreement between the parties and that without such limitations, the purchase price of the products would be substantially different. Some jurisdictions limit or do not allow exclusions of liability; therefore, this provision may not apply to the purchaser in that jurisdiction. Some jurisdictions do not allow limitations on the exclusion of damages; hence the above limitations or exclusions may not apply to the purchaser in those jurisdictions.

This limited warranty does not affect any additional rights that the Purchaser possesses under the laws of their jurisdiction regulating the sale of consumer goods. Some states or countries do not allow the exclusion or limitation of incidental or consequential damages; therefore, the limitations or exclusions in this limited warranty statement may not apply in those areas.

5. Performance Warranty Terms

Fox ESS warrants and declares that the Product retains at least 70% of the Nominal Energy for 10 years from from the date of initial installation or for the minimum Energy Efficiency (the "Energy Efficiency" of the battery represents the total amount of energy that the battery can handle or store over its useful life, typically expressed in kilowatt-hours (kWh)), as indicated in the table below (whichever comes first), when the battery system is operated according to the specifications outlined in the Product manual. The term "Nominal Energy" herein shall mean the initial rated capacity of the Products as printed on the Product label.

Preconditions for the 10 year Performance Warranty include:

i. The ambient temperature during the operation of the Products must not fall below -10°C (14° F) or exceed 50°C (122° F).

Ii. The 10-year energy throughput must be below the values in the table below.

Product	Nominal Energy	Energy Throughout
CQ6	5,99 kWh	21,56 MWh
CQ7	7,02 kWh	26,90 MWh
CQ16	16,07 kWh	57,85 MWh

Measurement conditions include:

- Ambient temperature: 25 ~ 30°C (77 ~ 86° F)
- Initial battery temperature from BMS: 25 ~ 30°C
- Measurement of current and voltage on the DC side of the battery
- Recommended charge/discharge conditions:

Charge:

CQ 6/7: Recommended charging current (CC- CV): 50 A, Maximum continuous charging current: 100 A Cut- off current during constant- current/constant- voltage phase: 2 A

CQ 16: Recommended charging current (CC- CV): 157 A, Maximum continuous charging current: 240 A Cut- off current during constant- current/constant- voltage phase: 16 A

Discharge:

CQ 6/7: (CC-CV) Maximum discharge current: 100 A, Maximum discharge current (60 s): 110 A

CQ 16: (CC-CV) Maximum discharge current: 240 A, Maximum discharge current (60 s): 470 A

The final explanation belongs to Fox ESS.

Warranty Extension: It is possible to purchase a warranty extension for Fox ESS products directly from Fox ESS or through authorized resellers within a maximum of 12 months from the initial installation date of the product. The warranty extension offers additional coverage for any malfunctions or failures beyond the standard warranty period, ensuring greater security and investment protection. For more information on costs and conditions of the extension, please contact Fox ESS or your authorized reseller.

Battery Capacity Expansion: It is possible to request a battery capacity expansion for the storage system from Fox ESS or through authorized distributors within a maximum of 12 months from the initial installation date. The expansion allows adding storage capacity to the system, increasing its autonomy and enabling more energy to be stored to meet growing energy needs. The expansion may require the installation of additional battery products or updating the existing system, for detailed information on available options and related costs, please contact Fox ESS or an authorized distributor.

6. Limited Liability

The following cases are expressly excluded from the scope of this Policy. Therefore, the warranty does not apply in cases of:

- Improper installation of the product(s) and/or installation by an unaccredited installer; non-compliance with intended use or installation and operating instructions valid at the time of installation, particularly where prescribed limits

regarding installation location, ambient humidity, and temperature were not respected; or if a battery expansion was not performed according to the manufacturer's specifications (please refer to the manual for specific conditions).

- Unauthorized modifications, repairs, or other interventions performed by the end user or a third party without training certified by Fox ESS and/or its affiliates and without approval from Fox ESS and/or its affiliates, especially when using parts and accessories that do not meet the original specifications of Fox ESS and/or its affiliates or are not approved by Fox ESS and/or its affiliates for use.
- Improper or non-compliant use, installation, commissioning, or operation.
- Improper wiring of the Product causing arcing or damage to the Product or its parts.
- Misuse or abuse of the Product(s) by the Installer or End User, including, but not limited to, damage resulting from the Product being dropped during installation.
- Use of inadequate connectors, such as when the Installer has installed the Product with connectors of a different brand and/or model from those provided with the Product.
- Product damage originating from other parts of the system.
- Force majeure, including atmospheric events such as storm damage, lightning, surges, fire, thunderstorms, floods, and similar phenomena.
- Damage occurring during the transport of the Product(s).
- Defects that do not affect the correct functioning of the Product(s), such as aesthetic issues and wear and tear.
- Unauthorized repair and reinstallation of the Product(s).
- If the Installer did not follow the warranty claim process as detailed in section 9 and/or did not provide Fox ESS with adequate proof of the defect and/or an on-site test.
- Failure to comply with safety regulations and/or operating instructions as per the Product's operating manual.
- Deep discharge or internal cell imbalance due to the negligence of the Purchaser or End User, including situations where the batteries are turned off for extended periods or are in a state that hinders their normal operation.
- The warranty will be suspended if a firmware/software update is required and the End User or current user does not grant access to the product until the update is completed. Access can be granted remotely (without additional costs) or on-site. This warranty exclusion applies to issues arising from pending firmware/software updates if the delay was not caused by Fox ESS.
- Failure to register the inverter and Fox ESS batteries on the Fox ESS monitoring portal within the required time, or if registered but offline for more than 6 months, as such conditions make it difficult to analyze and determine the cause of issues during the warranty period.

7. Product Replacement and Compensation

If products are no longer available on the market, Fox ESS may, at its discretion, replace them with an alternative product with equivalent functions and performance.

This warranty does not cover any incidental or consequential damages arising from malfunctions, failures, or defects in the provided Product.

Specifically:

- Fox ESS and its affiliates are not responsible for any damage to the Purchaser’s or third parties’ property, including but not limited to damage to buildings, vehicles, equipment, or other material assets.
- No reimbursement or compensation will be provided for energy costs or operating expenses incurred by the Purchaser due to system malfunctions, including any increases in electricity or other service costs.
- Subject to the limits of the law, Fox ESS assumes no liability for injuries or damages to third parties' persons or property

arising from the use or malfunctioning of the system.

- Any losses resulting from lost profits, business opportunities, or disruptions in the activities of the Purchaser, End User, or third parties will not be reimbursed.
- Fox ESS will not be liable for indirect, special, punitive, or exemplary damages arising from the use of the system, regardless of the cause, whether based on contract, tort, strict liability, or otherwise.
- Any costs associated with the repair or replacement of the system are not covered under the warranty unless expressly stated in the contractual terms described herein or accessory agreements specifically agreed upon between the parties.
- The warranty is limited in time and does not extend beyond the specified period; any claims for damages must be submitted within the specified time limit, or the claim will be voided.
- By signing the supply contract or accepting the purchase order for the Products, the Purchaser acknowledges that they understand and accept without reservation the above limitations.

8. Exclusions

This policy does not cover components that were not originally sold by Fox ESS as part of the system. This also includes system components provided by the End User or Installer that may be of the same brand and/or model as those provided by Fox ESS.

To obtain full Fox ESS warranty coverage, the inverter and batteries must be registered on the Fox ESS monitoring platform (www.foxesscloud.com) within 6 months of installation and remain online throughout the warranty period. Fox ESS requires the ability to perform firmware updates remotely on inverters and batteries during the warranty period. The Purchaser acknowledges that these updates may temporarily interrupt their operation. By installing the inverters and batteries and connecting them to the Fox ESS monitoring portal, the Purchaser consents to periodic updates without prior notice. If an online update cannot be completed, Fox ESS reserves the right to contact the End User using the contact information provided on the monitoring platform. This contact will only facilitate actions necessary to complete the update. Fox ESS ensures that the contact information will be handled in accordance with the General Data Protection Regulation (GDPR) and current data protection laws. The information will only be used for assistance purposes related to the update and will not be shared with third parties without the End User's consent, except as required by law. The End User has the right to withdraw consent for data processing at any time, as well as to exercise their rights under GDPR, including access, rectification, deletion, and objection to data processing.

The Purchaser is required to facilitate contact between Fox ESS and the End User by providing the necessary information to ensure effective communication. Additionally, the Purchaser must implement all necessary compliance procedures regarding privacy as required by the GDPR. This includes informing the End User about the processing of personal data, obtaining necessary consent, and taking appropriate measures to protect personal data in compliance with current regulations. Fox ESS will not be held responsible for any non-compliance by the Purchaser regarding these obligations.

9. Warranty Validity Conditions

Except as required by law, this warranty is valid only if all the following cumulative conditions are met:

9.1 Registration on the Monitoring Portal

The device must be registered on the online monitoring portal www.foxesscloud.com to connect it to the network and enable monitoring of its performance. This registration must be completed within 6 months from the device's installation date, or the warranty will be voided. Keeping the device online allows for continuous monitoring to collect operational data, facilitate anomaly analysis, and identify any malfunctions promptly. Furthermore, this enables quick interventions, access to periodic reports, software updates, and remote technical support, ensuring more efficient management and proactive maintenance of the system. Failure to connect the inverter and battery online within the specified time voids the warranty.

9.2 Registration of the Warranty Certificate

The warranty certificate must be registered on the website https://warranty.foxesscloud.com. Product registration must

occur within the terms specified on that site; otherwise, the warranty will be voided. In any case, all warranties must be registered within thirty-six (36) months from the installation date, with an express exclusion of any coverage in case of late registration. However, it is recommended to complete registration no later than six(6) weeks from the product's installation and commissioning date, if possible. Registering the warranty certificate allows determining the warranty's start date and defining the coverage period, which varies according to the product model. Failure to register the warranty certificate within the specified terms voids the warranty.

9.3 Data Required for Warranty Certificate Registration

The information required at the time of warranty certificate registration includes:

- Product model
- Product serial number
- Installation date
- Customer name
- Installation postal code
- Full installation address
- Installer company name

10. Warranty Claim Process

It is the Purchaser's responsibility to contact Fox ESS in the event of a failure, providing the following information, or the Policy will not apply:

- Installer name
- Product model
- Fault code
- Fault details
- Contact details

Fox ESS may request additional details depending on the fault conditions. Fox ESS will conduct or arrange tests on the product and may advise the installer to take photos or record videos for verification purposes. An RMA form will be completed with the evidence and any additional information requested by Fox ESS. A unique ticket number will be assigned to the RMA form to track the request's progress. Fox ESS processes the request and approves it within 5 business days (subject to product availability) and ships the replacement product. Once the replacement is completed, the installer is required to work with Fox ESS to arrange for the return of the replaced defective product within thirty (30) days of receiving the replacement.

If a supposedly defective product is returned to Fox ESS under this Policy and Fox ESS finds it free of defects that would qualify it for replacement under this policy, or due to limited liability as outlined in Section 6, Fox ESS will charge a fixed inspection fee for each Product and/or seek to recover the full cost of the replacement product.

Note: Any product replacement must be approved by Fox ESS in all cases. Any product replacement made without Fox ESS's consent will void the associated claim.

11. Data Protection

To implement this warranty, Fox ESS collects, processes, and uses data provided by the customer and the cloud system during registration, as described in point 2. The data collected will be used exclusively for warranty management purposes and any repair interventions. If necessary, Fox ESS may transfer this data to a third-party electrical company or other agents

appointed by Fox ESS for repairs, ensuring that these parties handle the data in compliance with the General Data Protection Regulation (GDPR).

In addition, Fox ESS collects data on system operation and conditions through the online connection to monitor performance and ensure safety. This data will be processed to protect the End User's privacy and used only for the purposes stated. The Purchaser is required to inform the End User of their rights under the GDPR, including access, rectification, deletion, and objection to data processing. Fox ESS commits to ensuring that all data processing procedures comply with current regulations.

12. Costs in Case of Warranty Inapplicability

If warranty claims are made to Fox ESS and it is determined that the warranty conditions are not met, all costs incurred during the claim verification process will be borne by the End User. This includes, but is not limited to, labor costs incurred by Fox ESS for system examination or battery product inspections, including any costs for component removal and (re)installation.

However, the End User will be exempt from these costs if they can demonstrate that the warranty claim was valid and recognized based on the circumstances at the time of the claim.

Fox ESS is committed to managing any personal information provided by the End User during this process in accordance with the General Data Protection Regulation (GDPR) and will ensure that the data is handled lawfully, fairly and transparently.

13. Dispute Resolution

In the event of disputes related to warranty claims, such disputes will be referred and definitively resolved under the applicable law clauses and the dispute resolution procedures outlined in the purchase contract or purchase order between the Purchaser and Fox ESS. If such a clause is not regulated in this document, disputes will be referred to the competent court in the seller's country of origin, in the district where the seller is based.

14. Force Majeure

Fox ESS will not be responsible to the Purchaser, End User, or third parties for any failure or delay in the performance of the terms and conditions of sale, including this limited warranty, due to causes of force majeure, wars, riots, strikes, lack of labor, adequate and sufficient materials or capacity, technical or performance failures, and any unforeseen event beyond its control, including but not limited to any technological or physical event or condition that is not reasonably known or understood at the time of sale of the Products or the warranty claim.

15. Non-Independent Warranties

The Purchaser has the right to make claims under each of the warranties listed above; however, if warranty claims arise from multiple limited warranties due to a single defect, and Fox ESS remedies that defect as indicated above, it will be considered that Fox ESS has resolved all applicable warranty claims arising from that defect.

16. Other Provisions

The repair or replacement of Products or the provision of additional Products does not initiate new warranty terms, nor does it extend the original terms of this limited warranty. Replaced products become the property of Fox ESS, which will dispose of them. Fox ESS reserves the right to provide another type (different in size, color, shape, and/or power) if Fox ESS discontinues the production of the replaced Products at the time of the claim. The limited warranty may be provided, at Fox ESS's discretion and subject to availability, in different languages as a courtesy translation.

17. Additional Legal Rights

In addition to the warranty provided by Fox ESS, the End User or Installer has statutory rights that will not be limited or replaced by this warranty. Notwithstanding the provisions of Article 1 of this Policy, products provided by Fox ESS come with warranties that cannot be excluded under consumer protection laws in the country/territory where the product is installed.

If any part, provision, or clause of this limited warranty, or its application to any person or circumstance, is deemed invalid, void, or unenforceable, such decision will not affect and leave unaffected all other parts, provisions, clauses, or applications of this limited warranty. For this purpose, such other parts, provisions, clauses, or applications of this limited warranty shall be deemed severable.

Contact Information

- **Name:** FOXESS CO., LTD.
- **Address:** No. 939, Jinhai Third Road, New Airport Industry Area, Longwan District, Wenzhou City, Zhejiang Province, China
- **Email:** service@fox-ess.com
- **Website:** www.fox-ess.com