

Hoymiles Limited Warranty Terms & Conditions (For Europe Region)

- Administered by Hoymiles Power Electronics Inc.

This policy governs the Exchange Program for Hoymiles products including Microinverter (Model: MI/HM/HMT/HMS/MiS/MiT HiFlow/HiFlow Pro series), Data Transfer Unit (the "DTU"), Smart Meter, covered by Hoymiles' warranty (the "Exchange Program"). Parties wishing to participate in the Exchange Program must abide by the procedures and requirements set forth in this policy. Hoymiles may, at its sole discretion, reject the exchange of any products not returned as required in this policy.

This warranty applies exclusively to Hoymiles products that satisfy the following conditions: (i) the products are installed and operated in compliance with the technical specifications and certifications applicable in the Europe region -hereinafter referred to as "Designated Markets"; and (ii) the products are part of the Hoymiles Europe region series models.

1. Warranty Claims

The standard warranty period for below products:

1) Microinverter

12-Year Warranty:

All Wi-Fi integrated models (HMS-W; HMS-WB; HMS-DW, HiFlow series, HiFlow Pro series);

Non-Wi-Fi integrated models (MI/HM/HMT/HMS/MiT series);

25-Year Warranty:

MiS Series (MIS-300/350/400/450/500-1T, MIS-600/700/800/900/1000-2T);

2) DTU

2-Year Warranty: Shipped from Hoymiles before December 31, 2021;

3-Year Warranty: Shipped from Hoymiles on/after January 1, 2022;

3) Smart Meter

1-Year Warranty: DDSU666 series, DTSU666 series;

3-Year Warranty: HMeter Series;

For the module embedded Equipment, the Warranty Period shall not exceed the maximum of (1) the PV Module product warranty period and (2) the PV Module power warranty periods provided by the applicable module manufacturer.

NOTE: THIS WARRANTY POLICY IS LIMITED TO PRODUCTS MANUFACTURED BY HOYMILES ONLY. IN THE CASE OF ANCILLARY PARTS OR ADD-ON DEVICES SUPPLIED BY HOYMILES ALONG WITH A HOYMILES PRODUCT, PLEASE REFER TO THE WARRANTY TERMS PROVIDED BY THE RELEVANT MANUFACTURER.

The effective warranty period starts from the earlier of

(1) 4 months from the date the products are shipped from Hoymiles;

(2) the installation date of the product;

-Warranty Transfer: The warranty applies to the original Hoymiles product purchaser, and is transferable only if the product remains

installed in the original location. This warranty policy will apply only to Hoymiles products installed by a qualified professional. The warranty policy will be rendered invalid where Hoymiles products are sold second-hand through unlicensed sales channels. To transfer warranty ownership, please send an authorization email from the previous owner containing their written consent to transfer the warranty, with verification of ownership (e.g., purchase invoice copy) to service@hoymiles.com.

-Disputes of Warranty Start Date: If the Customer disputes the calculation of the warranty start date as defined in this agreement, the Customer shall submit to service@hoymiles.com valid purchase documentation that clearly indicates the date of purchase, such as an invoice or contract, for verification. Upon review and approval by Hoymiles, the warranty period shall be reset to start three months from the purchase date as confirmed by the provided documentation. If the dispute is not approved, the original warranty start date shall remain in effect.

*Claims without valid proof of purchase will not be processed.

*Final determination of warranty adjustment remains at Hoymiles's sole discretion.

-Compliance Verification Requirement

For installations outside the Designated Markets, warranty eligibility requires:

- a) Prior submission of official or qualified third-party certification documents proving compliance with local technical regulations and requirements; and
- b) Written confirmation from Hoymiles validating such certifications and the applicability of this limited warranty

If you are an end-user, please contact your installer in the first instance in case of any warranty issue. If you are an installer, please contact your distributor or Hoymiles partner in the first instance in case of any warranty issue. Hoymiles will work directly with the distributor or Hoymiles partner to replace a faulty product if it is deemed eligible under the terms of the Exchange Program. The warranty policy outlined in this document represents a product replacement warranty, and does not cover the costs of installation, commissioning and the costs associated with the distributor or Hoymiles partner dispatching its own technicians to the site. If the original installation company (for end-user) or distributor or Hoymiles partner (for installer) has ceased trading, please contact a qualified installer or distributor or Hoymiles partner to arrange an on-site service authorized by Hoymiles or Hoymiles technical engineer.

2. Warranty Applicability Limitations

Claims relate to defects that are caused by the following factors are not covered by Hoymiles' warranty obligations:

- a. Force majeure (including but not limited to storm damage, lightning strike, overvoltage, fire, thunderstorm, flooding; social causes such as war, turmoil, government intervention, strikes, embargoes, market conditions, etc.);
- b. Improper or non-compliant use;
- c. Improper installation, commissioning, start up or operation (contrary to the guidance detailed in the Quick Installation Guide and User Manual supplied with each product);
- d. Inadequate ventilation and circulation resulting in minimized cooling and natural air flow;
- e. Installation in a corrosive environment;
- f. Damage during transportation;
- g. Unauthorized change to the original identification marks or Quick Installation Guide;
- h. Unauthorized repair attempts;

- i. Unauthorized removal and re-installation;
- j. Normal appearance wear, cosmetic or superficial defects, dents, marks or scratches, which do not affect the proper function of the product;
- k. Defects that have no impact on the power generation after two years from the effective warranty date, including but not limited to LED indicator failure;
- l. The damage caused by defects in other non-Hoymiles-supplied components in the project system;
- m. Products purchased from an unauthorized dealer, distributor or Hoymiles partner, or retailer;
- n. Original identification marks (including trademark and serial number) of the product have been defaced, altered or removed;
- o. Operational failures result from extreme environmental factors beyond product specifications;

Equipping the system with a Hoymiles DTU (gateway) or other authorized DTU (gateway) by Hoymiles is a prerequisite for enabling remote fault diagnosis and initiating a warranty claim under this policy. Failure to do so, which prevents remote verification of a product failure, will result in Hoymiles reserving the right to deny remote technical support and/or the initiation of the product replacement process.

The limited warranty does not cover costs related to the removal of the faulty product and installation of the replacement, or troubleshooting of the customer's electrical systems. And the limited warranty does not extend beyond the original cost of the Hoymiles products.

This warranty does not extend to parts, materials or equipment not manufactured by Hoymiles, with respect to which the customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Hoymiles.

Claims by purchaser that go beyond the warranty terms set out herein are not covered by the warranty, insofar as Hoymiles is not subject to statutory liability. In such cases, please contact the company that sells the product. Final claims in accordance with the law regarding product liability remain unaffected.

Hoymiles shall hold no liability under this warranty (or any other warranty condition or guarantee) if the total price for the goods has not been paid by the due date for payment.

In no event will Hoymiles be liable for any special, collateral, indirect, punitive, incidental, consequential or exemplary damages, even if Hoymiles has been advised of the possibility of such damages. Excluded damages include, but are not limited to, loss of goodwill, loss of profits or revenues, and loss of business opportunities. For the avoidance of doubt, nothing in this Clause or this Agreement shall exclude or limit liability that cannot be excluded or limited by law.

3. Product Repair On-Site

If Hoymiles decides to repair the defective device on site (done by Hoymiles or a technical engineer authorized by Hoymiles), then Hoymiles will bear the material and labor costs incurred during the repair as well as the costs for removal and replacement of the part or replacement device. Any on-site service (such as when the distributor or Hoymiles partner dispatches its own technicians to repair the device) carried out without the prior written consent of Hoymiles shall result in Hoymiles being exempt from bearing the related costs.

The distributor or Hoymiles partner is required to notify Hoymiles Technical Service Center of any relevant device information

whenever they are involved in handling warranty claim issues reported by installer/end users. Before dispatching its own technicians for on - site services, the distributor or Hoymiles partner shall obtain prior written authorization from Hoymiles technical personnel. If the distributor or Hoymiles partner fails to obtain such authorization, Hoymiles assumes no liability for costs incurred during unauthorized on-site services or for expenses related to the distributor or Hoymiles partner's retrieval of equipment determined to be non-faulty or replacement equipment not authorized by Hoymiles.

Costs that Hoymiles will not bear include but not limited to transportation, inspections, customs duties, costs to safely access devices installed on slanted rooftops, or lift equipment, travel or accommodation costs, the costs of the customer's own employees, and the costs of any third party that has not been authorized by Hoymiles.

4. Exchange Service

Exchange services apply only to microinverter within their warranty period or extended warranty period. Any products qualified for exchange within the warranty period will be replaced by a new product of the same type or an equivalent product in performance and quality, at Hoymiles' discretion. If the original product type is no longer available, Hoymiles may, at its sole discretion, provide a replacement product that differs in size, appearance, model number or power level, provided that such replacement product will be of equivalent or superior specifications and technically compatible with any other products provided by Hoymiles.

As part of the exchange process, the customer is obligated to provide the following required products' data and documentation:

Products' data include:

1. Product model
2. Product serial number
3. Failure reason/code
4. Failure comment

Documentations include:

1. Copy of original purchase invoice
2. Detailed information about the entire system (e.g. system schematic)
3. Documentation of previous claims/exchanges (if applicable)
4. RMA (Template will be provided by Hoymiles Technical Service Center)

*Customers initiating a warranty claim or product replacement through the Hoymiles Exchange Program must submit clear evidence of the device's defect. This includes photos or videos demonstrating the malfunction, system logs or diagnostic data, Hoymiles ticket record and/or comprehensive written failure descriptions. Hoymiles may request further information if the provided evidence is inadequate. Failure to provide sufficient proof may result in the denial of the warranty claim or replacement request.

To request the replacement of a product, please contact Hoymiles Technical Service Center.

E-mail: service@hoymiles.com

5. Warranty Period for Replaced or Repaired Products

If the Product is replaced or repaired under Warranty, the replacement or repaired product shall be covered for the longer of the following two periods:

- 1) The remainder of the original warranty period for the defective product;
- 2) 90 days from the date Hoymiles dispatches the replacement or repaired product;

6. Hoymiles Responsibility

Upon receipt of the required information listed in Section 4, and after attempts to correct the problem with the customer's assistance, Hoymiles will assign a unique RMA case number to the customer. This number shall be used in reference for all communications regarding the exchange. Following the receipt of the replacement product, customer shall return the allegedly faulty product in the same packaging material as the replacement product if required by Hoymiles. Hoymiles will supply all labels, documentation and freight details for the return of the allegedly faulty product. Hoymiles reserves all rights to collect all allegedly faulty products if necessary.

7. Distributor / Hoymiles partner Responsibility

In the event of an equipment failure or fault, it is the responsibility of the distributor or Hoymiles partner to work directly with the Hoymiles Technical Service Center in order to avoid the return of non-faulty equipment. The Hoymiles Technical Service Center will work with the distributor or Hoymiles partner to address the fault or fault message through telephone/online support.

The distributor or Hoymiles partner shall collaborate with qualified installer to carry out the installation, commissioning and maintenance of the device. All such work must strictly adhere to the specifications provided by Hoymiles Technical Service Center and refrain from replacing or exchanging the equipment for customers without authorization from Hoymiles.

Note: To qualify for a further replacement unit, the distributor or Hoymiles partner must first contact the Hoymiles Technical Service Center and fulfill the distributor or Hoymiles partner's responsibilities under Section 7 of this document. A qualified installer must be present for the product exchange and re-commissioning.

During inspection by Hoymiles, if the allegedly faulty product is found to be ineligible for exchange under this policy, the distributor or Hoymiles partner must provide proof of a valid warranty for the product, a correctly issued receipt, and a valid RMA case number for the product (as provided by the Hoymiles Technical Service Center). In all instances, the installer is obliged to send the required defective products back to the distributor or Hoymiles partner. The distributor or Hoymiles partner shall then coordinate with Hoymiles Technical Service Center to determine whether the faulty equipment requires returns to Hoymiles designated warehouse.

Additionally, if Hoymiles distributor or Hoymiles partner has to perform software updates or local special grid-profile protection documents upgrades through on-site services, due to failure of equipping with Hoymiles DTU (gateway) or other authorized DTU (gateway) by Hoymiles enabling remote upgrade, then the associated costs arising therefrom (including but not limited to labor, transportation, third-party services, etc.) shall be solely borne by the distributor or Hoymiles partner.

8. Inspection Charge for Products Not Found Defective or not Eligible for Warranty

If an allegedly faulty product is returned to Hoymiles pursuant to this Policy, and is found by Hoymiles to be free of defects that would qualify it for replacement under this policy, or if the limitation of liability is applicable as stated in Section 2, or if any other circumstances render this Limited Warranty not applicable, then Hoymiles reserves the right to apply a flat-rate inspection charge of EUR 100 (in Europe) per unit, plus shipping and packaging costs.

9. Product Replacement Procedure

- a. Hoymiles must be provided with the relevant documentation as shown in Section 4. This procedure must be followed by a warranty claim to be applicable under this Exchange Program.
- b. The distributor or Hoymiles partner must contact the Hoymiles Technical Service Center and submit the required information as shown in Section 4. As outlined in Section 7, the distributor or Hoymiles partner shall contact the Hoymiles Technical Service Center to see if there is a solution other than replacement.
- c. If the product is deemed faulty and is eligible for the Exchange Program, Hoymiles will create an RMA case number for the product and inform the distributor or Hoymiles partner.

- d. The product will be shipped to the specified customer or distributor or Hoymiles partner location at Hoymiles' cost.
- e. The distributor or Hoymiles partner is required to arrange for the installation of the replacement product by qualified installer and use the packaging to repack the faulty product.
- f. For a faulty product that is required to be returned by Hoymiles, Hoymiles will cover the costs of collection and shipment as detailed in Section 6, and the purchaser shall bear any applicable value added tax. The customer or distributor or Hoymiles partner shall assist with the shipping process. If the required faulty product is not returned within 25 working days from receiving the replacement product, Hoymiles reserves the right to invoice the relevant distributor or Hoymiles partner for the cost of the product.
- g. Should a faulty product required to be returned to Hoymiles be missing, Hoymiles reserves the right to charge the relevant installer/distributor or Hoymiles partner a fee equal to 80% of the product's original purchase price, as documented on the original invoice.

10. Warranty Extension

The Hoymiles microinverter series (except for the microinverter with Wi-Fi integrated models: HMS-W, HMS-WB, HMS-DW, HiFlow series, HiFlow Pro series) is eligible for a warranty extension of 156 months (taking the maximum warranty period to 25 years from the Warranty Effective Date). The warranty extension can be applied no later than 36 months from the purchase date of the microinverter product. End-users seeking a warranty extension should contact the seller or local distributor or Hoymiles partner from whom the product was purchased. Hoymiles will collaborate with the distributor or Hoymiles partner to facilitate the extension process. Please consult at service@hoymiles.com for more details.

11. Consumer Laws

If customers purchase the product from an authorized dealer, distributor, or retailer, applicable local consumer protection laws apply. This Limited Warranty is a voluntary manufacturer's warranty provided by Hoymiles. It applies in addition to, and does not in any way affect, limit or restrict, the statutory rights you may have under applicable local law, including your rights under the national laws implementing Directive (EU) 2019/771 on certain aspects concerning contracts for the sale of goods. Consumers are entitled to the legal guarantee of conformity for goods, and this commercial warranty does not affect, restrict, or modify those mandatory statutory rights.

12. Hoymiles Contact

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