

# Hoymiles MS Series Warranty Terms & Conditions (For European region Only)

- Administered by Hoymiles Power Electronics Inc.

This policy governs the Exchange Program for Hoymiles MS series (MS-H2 and MS-A2) covered by Hoymiles' limited warranty (the "Exchange Program"). Parties participate in the Exchange Program shall abide by the procedures and requirements set forth in this policy. Hoymiles may, at its sole discretion, reject the exchange of any MS that is not returned as required in this policy.

## 1. Warranty Claims

### 1.1 Standard Product Warranty

The standard product warranty period for MS is TEN (10) years from the warranty's effective date.

### 1.2 Standard Performance Warranty

Hoymiles warrants that the MS system retains either **Seventy Percent (70%)** of Designed Energy (2.24KWh) for **Ten (10)** years or 6000 cycles (T=25 deg C, 0.5C/0.5C charging and discharging at roughly 1 cycle with 90% DoD per day), whichever comes first.

### 1.3 Warranty Effective Date

The effective warranty period starts from whichever of the following dates is earlier: (1) 6 months after the date the product is manufactured by Hoymiles; or (2) the product installation date.

This warranty applies to the original Hoymiles product purchaser and is transferable only if the product remains installed in the original location. To transfer warranty ownership, please send an authorization email that specifies the username and password from the previous owner to [service@hoymiles.com](mailto:service@hoymiles.com).

#### Note:

If you are an end-user, please contact your distributor/installer first if a warranty issue occurs. Hoymiles will work directly with the installer to replace a faulty product if eligible under the terms of the Exchange Program. If the original installation company has ceased trading, please contact the original distributor or Hoymiles to obtain a qualified installer to arrange an on-site inspection.

## 2. Warranty Conditions

The above warranty terms are subject to the following conditions:

- a. The MS series defect occurs within the warranty period as determined above;
- b. The purchaser must provide proof of the original purchase of the MS series;
- c. The purchased MS series must be installed within 6 months of the Invoice Date;
- d. The MS series is not suitable for supplying life-sustaining medical devices or automotive applications;
- e. Related monitoring data is needed for problem analysis;
- f. Where a product or part thereof is replaced or repaired under this Warranty, the remainder of the original Warranty period will apply. Replacement products or part(s) do not carry a new voluntary warranty.

## 3. Limitation of Liability

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

- a. Force majeure events, including but not limited to storm damage; lightning strikes; over-voltage; fires; thunderstorms; flooding; civil unrest, conflicts, or government intervention; strikes; embargoes, market conditions; or other events outside the reasonable control of Hoymiles;

- b. Improper installation, commissioning, start up, or operations that not follow the Installation Guide;
- c. Inadequate ventilation and circulation resulting in minimized cooling and natural air flow and installation in a corrosive environment (The charging temperature of the MS series must NOT exceed 0°C ~ 55°C, its discharging temperature must NOT exceed -20°C ~ 55°C, and the system must not be installed in direct sunlight);
- d. Damage during transportation;
- e. Unauthorized repair attempts;
- f. Unauthorized removal and re-installation;
- g. Circumstances that do not affect the normal use of the product, including but not limit the following: normal wear to appearance or cosmetic or superficial defects, dents, marks, or scratches ;
- h. Damage caused by defects of other components not provide by Hoymiles;
- i. MS sold across regions;
- j. MS purchased from an unauthorized dealer, distributor, or retailer;
- k. MS or its components are stolen;
- l. Any defects that occur when the MS series warranty period has expired (excluding additional agreements of warranty extension);
- m. MS failure is not reported to Hoymiles within one month of it occurring;
- n. Original identification marks (including the trademark and serial number) of the product have been altered or removed;
- o. Free MS/freebies/rewards/gifts;
- p. MS is used outside the applicable territory specified in these Terms;
- q. Other circumstances not described in this Policy that hoymiles has sufficient evidence to refuse.

This warranty does not extend to parts, materials, or equipment not manufactured by Hoymiles where the customer is entitled to a warranty or guarantee given by the manufacturer to Hoymiles.

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

Any defects that occur after the warranty period ends or that occur within the warranty period but are categorized as a warranty exception are deemed by Hoymiles to be out-of-warranty cases. For all out of warranty cases, Hoymiles may charge an on-site service fee, a parts fee, labor costs and a logistics fee to customer, including but not limited to any/all of the following:

1. On-site service fee: travel costs and time for the technician to deliver on-site services and labor costs for the repair technician, maintenance, installing hardware or software, and debugging a faulty MS series;
2. Parts/materials fee: the cost of replacement parts/materials (including any shipping/admin fees that may apply);
3. Logistics fee: the cost of delivery and any other expenses incurred when defective MS series are sent by the user to Hoymiles and/or repaired MS series are sent from Hoymiles to the user.

#### **4. Exchange Service**

Any MS series qualifying for exchange within the warranty period will be replaced with a new or refurbished one, which is subject to the terms and conditions detailed in this document.

Documents required for exchange, including:

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

Hoymiles reserves the right to refuse exchange requests if adequate information is not provided.

To request a replacement product, you must contact Hoymiles Technical Service Center.

E-mail: [service.eu@hoymiles.com](mailto:service.eu@hoymiles.com)

## 5. Hoymiles' Responsibilities

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 case number to the customer. This number must be used in all communications regarding the exchange. Hoymiles will dispatch a replacement MS series within three working days to the specified customer or installer location under normal circumstances. Following the receipt of the replacement MS series, the customer must return the allegedly faulty MS series in the same packaging as the replacement MS series if required by Hoymiles. Hoymiles will supply all labels, documentation, and freight details for the return of a potentially faulty MS series. Hoymiles reserves all rights to collect all potentially faulty MS series if necessary. Kindly note these faulty MS series are no longer suitable for resale or use. If the product is not returned to Hoymiles, you should store and dispose of these products in accordance with applicable laws and regulations, especially these related to product safety and liability and environmental protection and recycling.

A qualified and authorized by Hoymiles installer must be present for MS series exchange and re-commissioning.

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. Unless otherwise agreed in writing by the parties, Hoymiles' total financial liability arising out of or in connection with MS shall not exceed the original cost of the Hoymiles Product.

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

## 6. Installer Responsibilities

In the event of an equipment failure or fault, it is the responsibility of the installer to work directly with Hoymiles Technical Service Center to avoid returning non-faulty equipment. Hoymiles Technical Service Center will work with the installer to address the fault or fault message through telephone support or with direct PC links.

Note: To qualify for a further replacement unit, the installer must first contact Hoymiles Technical Service Center and fulfill the installer's responsibilities as defined in this document.

## 7. Inspection Charge for Batteries Not Found to Be Defective

If a potentially faulty MS series 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, Section 3, Hoymiles reserves the right to apply a flat-rate inspection fee of €100 per unit, plus shipping and packaging costs.

## 8. MS series Replacement Procedure

Hoymiles must be provided with the relevant documents listed in Section 4. This procedure must be followed by a warranty claim to be applicable under the Exchange Program.

- a. The installer must contact Hoymiles Technical Service Center and submit the required information as instructed in Section 4. As outlined in Section 6, the installer will contact Hoymiles Technical Service Center to check whether there is a solution other than replacement;
- b. If the MS series is deemed faulty and is eligible for the Exchange Program, Hoymiles will create a case number for the MS series and inform the installer;
- c. Hoymiles will dispatch a replacement MS series within three working days of issuing a case number under normal circumstances. The MS series will be shipped to the specified customer or installer location at Hoymiles' cost;
- d. The installer will install the replacement MS series and use the packaging to repack the faulty one;

- e. For a faulty MS series that is required to be returned to Hoymiles, Hoymiles will cover the costs of collection and shipment as detailed in Section 5, and the purchaser shall bear any applicable value added tax. The customer or installer must assist with the shipping process. If the required faulty MS series is not returned within ten working days of receiving the replacement MS series, Hoymiles reserves the right to invoice the relevant installer/distributor to the value of 80% of the retail price.

## **9. Consumer Laws**

The product comes with guarantees that cannot be excluded under consumer law. The consumer benefits as provided by this warranty are in addition to any other rights and remedies available to the consumer under law in relation to the goods or services that the warranty covers. In the event of a conflict between this warranty and local consumer laws, the requirements of local consumer laws shall apply.

## **10. Hoymiles Contact**

Address: F6, Building 5, 99 Housheng Road, Gongshu District, Hangzhou 310015 P. R. China

Tel.: +86 571 2805 6101

Email: [service.eu@hoymiles.com](mailto:service.eu@hoymiles.com)

Website: [www.hoymiles.com](http://www.hoymiles.com)

Please note that these warranties are subject to change without notice. Hoymiles support team reserves the right to determine in its sole discretion whether it is eligible for warranty service and to determine the appropriate solution.