Hoymiles Warranty Terms & Conditions (For Brazil)

- Administered by Hoymiles Power Electronics Inc.

This policy governs the Exchange Program for Hoymiles products including Micro-inverter (Model: MI/HM/HMT/HMS/MiS/MiT 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 Brazil region-hereinafter referred to as "Designated Markets"; and (ii) the products are part of the Hoymiles Brazil series models.

1. Warranty Claims

The standard warranty period for below products.

Micro-inverter (Except for all models of Wi-Fi integrated micro-inverter)*:

-12 years (The product is shipped from Hoymiles before 31st Dec 2023);

-15 years (The product is shipped from Hoymiles after 1st Jan 2024 and connected to Hoymiles S-miles cloud within 1 year*);

-12 years (The product is shipped from Hoymiles after 1st Jan 2024 and not connected to Hoymiles S-miles cloud within 1 year*);

* The warranty period of the models of Wi-Fi integrated Micro-inverter (HMS-W / HMS-WB/ HMS-DW series) is 12 years.

* The commencement of the 1-year period for products that are connected to the platform is calculated from "4 months after the products are shipped from Hoymiles".

DTU

-2 years (The product is shipped from Hoymiles before 31st Dec 2021);

-3 years (The product is shipped from Hoymiles after 1st Jan 2022);

Smart Meter

-DDSU666 series, DTSU666 series: 1 year

-HMeter Series: 3 years

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.

If the invoice of purchasing the product can be provided, the date of the invoice will be deemed as the warranty start date.

If the invoice of purchasing the product is not provided, 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.

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.

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An extended warranty period that covers an additional 156 months can be applied for micro-inverters, which is only available for purchase within 36 months from the product purchase date (See Section 9 for information relating to the warranty extension). Exchange services apply only to micro-inverters within their warranty period or extended warranty period.

-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 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. Hoymiles will work directly with the installer 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 and commissioning. If the original installation company has ceased trading, please contact a qualified installer to arrange an on-site inspection.

2. Warranty Applicability Limitations

Subject to the conditions set out below, Hoymiles warrants that the products will correspond substantially with their specifications at the time of delivery and will be free from material defects.
In the event of damage related to the causes listed below, no warranty claims will be acknowledged or accepted. Claims that 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. Damage caused by defects of other components in the solar power system;
m. Products purchased from an unauthorized dealer, distributor, or retailer;
n. Original identification marks (including trademark and serial number) of the product have been defected, altered or removed;
o. The products installation location is less than 500 meters away from salt water;
p. Operational failures result from extreme environmental factors beyond product specifications.

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.

If the entire batch of products are replaced under warranty, and the remainder of the warranty period is more than (≥) 90 days (starting from the date that Hoymiles received the complaint), the remainder of the warranty period will be transferred to the replacement product. If the remainder of the warranty period is less than (<) 90 days, the replacement product will be covered by a 90-day warranty counting from the date that Hoymiles dispatches the replacement/repaired product. If the products are replaced or repaired under this warranty, the replacement product or repaired product will be covered by the remainder of the warranty period of the defective products.

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. Costs that Hoymiles will not bear include but not limitedto 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

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:

Product 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)

Hoymiles reserves the right to refuse exchange requests when adequate information is not provided.
To request the replacement of a product, please contact Hoymiles Technical Service Center.
E-mail: service.br@hoymiles.com

5. 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 must 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.

6. Installer Responsibility

In the event of an equipment failure or fault, it is the responsibility of the installer 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 installer to address the fault or fault message through telephone/online support.

Note: To qualify for a further replacement unit, the installer must first contact the Hoymiles Technical Service Centerand fulfill the installer's responsibilities under Section 6 of this document. A qualified installer shall 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 installer must provide proof of a valid warranty for the product, a correctly issued receipt, and a valid RMA case numberfor the product (as provided by the Hoymiles Technical Service Center). In all instances, the installer must send the required defective products to a Hoymiles local warehouse or the warehouse of a local distributor.

7. 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 USD100 per unit, plus shipping and packaging costs.

8. Product Replacement Procedure

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.

a) The installer must contact the Hoymiles Technical Service Center and submit the required information as shown in Section 4. As outlined in Section 6, the installer will contact the Hoymiles Technical Service Center to see if there is a solution other than replacement.

b) 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 installer.

c) The product will be shipped to the specified customer or installer location at Hoymiles' cost.

d) The installer will install the replacement product and use the packaging to repack the faulty product.

e) 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 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 product is not returned within 25 working days from receiving the replacement product, Hoymiles reserves the right to invoice the relevant installer/distributor for the cost of the product.

f) Should a faulty product required to be returned to Hoymiles be missing, Hoymiles reserves the right to invoice the relevant installer/distributor for the value of 80% of sales price of the product.

9. Warranty Extension

The Hoymiles product series (except for the product with built-in WIFI module: HMS-W / HMS-WB/ HMS-DW series) is eligible for getting 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 product. End-users seeking a warranty extension should contact the seller or local distributor from whom the product was purchased. Hoymiles will collaborate with the distributor to facilitate the extension process. Please consult at service.br@hoymiles.com for more details.

*All models of Wi-Fi integrated micro-inverters are not supported warranty extension.

10. Consumer Laws

If customers purchase the product from an Authorized dealer, distributor, or retailer, the Local Consumer Law applies. When providing warranty to individual consumers, Hoymiles' s distributor/installer shall comply with Local Consumer Protection Law. Hoymiles's products come with guarantees that cannot be excluded under the Local Consumer Law. The purchaser is entitled to a replacement in case of a major failure and compensation for any other reasonably foreseeable loss or damage. The purchaser is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not constitute a major one. Terms and conditions provided in this warranty are in addition to any other rights and remedies available

under the local consumer law.

11. Hoymiles Contact

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

Tel: +86 571 2805 6101

Email: service.br@hoymiles.com

Website: www.hoymiles.com