# BYD Power-Box
# LIMITED WARRANTY LETTER

EN-LIMITED WARRANTY
Oct-2024 Version 01

## General

This Limited Warranty Letter (herein after“Warranty”) as described below applies to the residential application with Power-Box Product (herein after ”Product”) supplied by BYD Finland Oy (herein after “BYD”) with the types referenced above to End User (End User is the buyer who puts the Product into operation for the first time) via the way authorized by BYD.

The Warranty only covers defects regarding material and workmanship for the Product. It relates exclusively to the Product’s hardware and not to the firmware or the software provided by BYD.

This Warranty is the only and exclusive warranty granted by BYD in connection with the COVERED PRODUCTS. This Warranty is granted in addition to the statutory warranty obligations and does not limit or exclude those mandatory duties.

**BYD warrants to the End User as follows:**

# 1 Warranty Period

## 1.1 Standard Product Warranty

| Warranty Period | | |
|---|---|---|
| **Product** | **Warranty Commencement** | **Warranty Period** |
| Inverters:<br>BYD Power-Box SL3 ~ 6K<br>BYD Power-Box SH3 ~ 6K<br>BYD Power-Box TH5 ~ 15K | Warranty commences from the installation date, or the 180th day from the date of the Product being made from BYD Factory, whichever is earlier. | 5 Years |
| Accessory Products:<br>Smart WiFi / LAN Module, Smart Meter, CT | | 1 Years |

## 1.2 WARRANTY EXTENSION OPTIONS

The limited Warranty Period of all inverter Products which meet all of the following conditions simultaneously will be extended to 10 years automatically:

- Inverter should be connected to BYD monitoring platform and power generation data should have been successfully uploaded to BYD server within 12 months from inverter Production date (or 6 months from its first installation date).
- Inverter installed by an installer qualified as a BYD authorized installer .
- Inverter(BYD Power-Box SL3 ~ 6K) should be operating with BYD Battery-Box batteries including BYD Battery-Box LV5.0 and BYD Battery-Box LV5.0+.
- Inverter(BYD Power-Box SH3 ~ 6K,Power-Box THL5 ~ 15K)) should be operating with BYD Battery-Box batteries including BYD Battery-Box HVE.

The additional 5-year-warranty will be effective from the expiration of the standard 5 years inverter warranty.

Unless a special / exclusive agreement concluded between BYD and the customer, the extended warranty covers only the necessary cost of hardware material in order to restore the device to normal working condition. Transportation costs and / or labor costs of replacement / on-site service are NOT included and will be charged separately.

BYD is not responsible for all other costs including but not limited to direct or indirect damages arising from the defective device or facilities of the PV system, or loss of electrical power generated during the Product downtime.

## 2 Preconditions for Warranty

2.1 The defect of the Product shall occur within the Product warranty period as stated above.

2.2 Any Product failure, fault or warning which had lead to system not working or not functioning properly, the relative information must be reported in the form of Warranty Claim stated in Clause 8 below to BYD Authorized Service Partner (stated in Clause 8 below) within 2 weeks of the first discovery of the failure.

2.3 Product shall be installed by installer certified by BYD.

2.4 End User shall correctly operate and use the Product according to User Manual and Installation Guidance.

2.5 End User shall provide the proof of its purchase of the Product by presenting the original copy of Invoice from the seller to BYD Authorized Service Partner.

2.6 The installation of the Product for the End User shall be completed within maximum 1 month from the Invoice Date.

2.7 The operating temperature during the operation of the Product must not exceed the allowed temperature range and the Product shall not be exposed and stored in a temperature higher than the allowed range, and shall not be exposed to direct sunlight. The Product installation location must be ventilated in accordance with the requirements of User Manual and Installation Guidance.

2.8 The Product can only be installed and operated in residential application.

# 3 Replace or Repair

In the event that any Product covered by this Warranty and confirmed by BYD Authorized Service Partner is defective or non-conformity, BYD will, at its sole discretion, decide whether to resolve the defect by:

3.1 Modifying configurations or updating the software.

3.2 Repairing the Product with replacement parts.

3.3 Exchanging the defective Product by a Product that is brand new or refurbished but at least functionally equivalent to the original Product, or an upgraded model which is either functionally equivalent or functionally superior to the original Product. If the device is replaced within the warranty period, the remaining warranty period will be automatically transferred to the replaced unit.

3.4 If it is proven that the problem was caused by faulty installation, BYD reserves the right to contact the original installer and request that they provide a solution to fix the issue before BYD's intervention and may charge the subsequent cost to the original installer if they fail to provide a proper solution to fix this issue.

BYD will be responsible for the approved repair or replacement costs in connection with such non-conforming or defective Product. BYD shall become the owner of replaced Products. Unless otherwise agreed by BYD Authorized Service Partner, the replaced Inverter or Products shall be returned by End User to the place designated by BYD Authorized Service Partner in the same or similar package within 4 weeks after the replacement date, the costs for the return will be paid by BYD or BYD Authorized Service Partner.

If the Product is found not to be covered by this Limited Warranty, BYD reserves the right to charge a handling fee.

# 4 Exception of Warranty

4.1 Warranty period specified above has already expired.

4.2 Product damage and defect caused by End User's improper use, misuse, abuse, which non-conforming with User Manual.

4.3 Damage caused during transport, incorrect Product installation, removal exceed of tempera ture range during use and improper use.

4.4 Unauthorized wiring and use with faulty or incompatible devices.

4.5 Product arbitrarily modified or its function changed without permission by BYD.

4.6 Failure to have the Products installed correctly by a local grid company qualified installer and as per the installation instructions supplied with the Products or installed by BYD or the authorised reseller.

4.7 Product damage caused by maintenance and other services conducted by personnel unauthorized by BYD.

4.8 End User fails to provide correct Product serial number or Product serial number is undecipherable or has been modified without permission by BYD.

4.9 External influences including unusual physical or electrical stress (power failure surges, inrush current, lightning, flood, fire, accidental breakage, etc.) .

4.10 Product damage caused by external force, force majeure (causes of natural disasters such as unforeseeable, unavoidable and insurmountable objective events, including but not limited to inappropriate handling, misuse, neglect, war, civil war, strike, pests, riot or other activities intervened by government, terrorism, unavailability of suitable and sufficient labour or materials and other events which are out of control of BYD) or other third party.

4.11 The defect cannot be overcome under the technology condition when the Product sold to End User.

4.12 Non-conformity with local certification requirements because of their changes during the Limited Warranty Period.

4.13 Fault caused by any other circumstance, event or matter, including another component in the Claimant's photovoltaic system, or any other event, device or applicance at the installation site.

4.14 Actions of third parties, event or accident outside BYD' s reasonable control and not arising under normal and standard operating conditions.

4.15 Normal wear and tear which does NOT affect the major function of the Product (e.g. color fading, scratches, rust on top cover / machine body).

4.16 Failure to initially purchase the Products from BYD or the authorised distributor of BYD.

4.17 Failure to return the replaced Products to BYD or the BYD Authorized Service Partner in time.

4.18 Movement of the Products for any reason after they have been installed (regardless of whether the Products are subsequently reinstalled or moved back to the same location) unless the Products are reinstalled at the same location by a qualified installer and they are stored during any interim period in accordance with the Product manual.

4.19 Any rust that appears on the device's enclosure caused by harsh environmental conditions. Faults or damage caused by exposure to sea coasts / saltwater or other aggressive atmospheres or environmental conditions without BYD's written confirmation/approval prior to the installation.

4.20 Vandalism, engraving, labels, irreversible marking or contamination or theft.

4.21 Failure to comply with safety regulations for proper use.

4.22 Inadequate ventilation of the Product.

4.23 Violations of applicable laws or regulations, including but not limited to, violations of electrical or building codes or regulations.

4.24 No claim for compensation may be made for any loss of profit or use (including energy that has not been fed into the grid, energy that has not been used for self-consumption, etc.).

4.25 Product failure is not reported to BYD Authorized Service Partner within 2 weeks of appearance.

4.26 For the purpose of fixing firmware vulnerabilities and eliminating potential risks, BYD is going to provide service of remote upgrades of firmware to improve the performance of our Products. BYD strongly recommends the customer connect the BYD Products to our Energy Management System portal or provide us with access to the remote upgrade path of the third-party's monitoring system. Please kindly notice that, in the event that BYD is unable to perform the remote upgrade due to the customer's failure to provide BYD with the aforementioned connection or access, the customer shall be solely liable for the adverse or negative consequences concerning such vulnerabilities and risks and BYD Limited Warranty may not apply.

4.27 The inverter 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, loss of life, or catastrophic property damage. BYD disclaims any and all liability arising out of any such use of your inverter. Furthermore, BYD reserves the right to refuse service for any inverter used for these purposes and disclaims any and all liability arising from BYD's service or refusal to service your inverter in such circumstances.

# 5 Out-of-Warranty Claim

Defects and faults that: a) occur after the expiration of the warranty period, or b) within the warranty period but fall under the exceptions listed above, or c) do not constitute manufacturing or material defects that impair the functionality of the Product are referred by BYD as out-of-warranty cases. For all out-of-warranty cases, BYD may charge the customer on-site service fees, parts, labor costs, and logistics fees; which may include the following:

5.1 On-site service fee: cost of travel and time for the technician to deliver on-site service and labor cost for the technician, who is repairing, performing maintenance on, installing (hardware or software) and debugging the faulty Product.

5.2 Parts / materials fee: cost of replacement parts/materials (including any shipping / admin fee that may apply).

5.3 Logistics fee: cost of delivery and any other expenses incurred when defective Products are sent from the user to BYD or / and repaired Products are sent from BYD to the user.

# 6 Limitation of Liability

Unless otherwise specified herein, to the extent permitted by applicable law, this 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, BYD expressly reject 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 BYD 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 BYD and / or BYD Authorized Service Partner is authorized to make any revision,extension or addition to the quality 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, BYD will not be liable for any direct, 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.

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

# 7 Data Protection

If the End User seeks warranty service, the End User shall allow BYD or BYD Authorized Service Partner to access, collect, and process information related to failure, detection, identifying, and debugging when providing the services. Such information will only be used to provide warranty services.Because the End User is the controller of such information, BYD cannot confirm whether such information contains any confidential information or personal data.

The End User shall have sole responsibility and ensure that they will obtain and retain all necessary consent, permission, and authorisation (“Consent”), in accordance with applicable legal requirements. BYD will take reasonable measures to ensure the security of End User's information, but BYD is not responsible and shall have no direct or indirect liability related to the acquisition, processing, and/or loss of such information in the process of providing services.

If the End User returns Products to BYD, it indicates that the End User has backed up any confidential, private, personal, or other information stored in the Products and has completely deleted such information from the Products. It further indicates that the End User authorises BYD to transfer the Products to the BYD service centre in other countries for maintenance.The End User shall be solely responsible for deleting the above information before delivering the hardware to BYD. The End User shall indemnify, defend, and hold BYD harmless from and against any and all claims, liabilities, obligations, costs, expenses, penalties, fines, confiscations and rulings imposed by any government agency or third party as a result of BYD's failure to comply with applicable laws and regulations in transferring and disposing of the above information.

## 8 Warranty Claim

To claim under this warranty the end-user shall provide following information to BYD Authorized Service Partner:

8.1 A photo with a fully legible rating plate.
8.2 An original copy of the Invoice (including serial number) and installation report.
8.3 A brief description of the non-conformity or defect including any failure code.

Further information may be requested by BYD in order to assess the defect and provide the warranty services.

It is the End-user's responsibility to ensure proper and professional storage of any goods in dry and shielded environment (indications for this can be found in the Manual).

## 9 Dispute Resolution

In case of any dispute in terms of warranty-claims, a first-class international testing institute, which shall be entrusted by BYD and End User upon mutual consents in order to provide third party verification and comments. All fees and expenses shall be borne by the party that demanded such verification procedure, unless otherwise agreed.

The local courts shall have non-exclusive jurisdiction for further disputes about a warranty claim arising from this Warranty.

In case of a judicial assertion, the BYD Authorized Service Partner is not authorized to send or receive lawsuit documents.

This Warranty shall be governed and construed in accordance with the local laws, excluding the application of CISG.