

# Huawei Technologies Co., Ltd ("Huawei") Limited Product Warranty

This Limited Product Warranty covers the "Covered Products" defined in the table below, is valid only for the duration of the applicable "Warranty Period" defined in the table below and is subject to the following terms and conditions:

Covered Products	Warranty Period
SUN2000 Series Inverters: 8,12,17, 20, 23, 28, 33 KTLs	Sixty (60) months starting either from the delivery date or
("Inverter")	three (3) calendar months after shipment – whichever is
	the earlier
Solar Smart Monitor & Data Logger ("Smart Logger")	Twenty four (24) months starting either from the delivery
	date or three (3) calendar months after shipment –
	whichever is the earlier.

During the Warranty Period, in the event that a Covered Product is found to have a non-conformity or defect in the workmanship or materials occurring during normal use of the Covered Product, Huawei will, subject to the terms set out below, replace the Covered Product with a new product that is functionally equivalent (in relation to feature, function, fit compatible, default software version) to, or better than, the defective Covered Product detailed in the warranty claim ("Replacement Product") and the terms of this Limited Product Warranty shall apply to any Replacement Products supplied by Huawei under this Limited Product Warranty. A Replacement Product shall be the Customer's sole and entire remedy in respect of any non-conformity of or defects in the Covered Products.

Where the Replacement Product is an Inverter, it shall be covered by this Limited Product Warranty for the remaining Warranty Period or twelve (12) months from the date of replacement, whichever is longer. Where the Replacement Product is a Smart Logger, it shall be covered by this Limited Product Warranty for the remaining Warranty Period or three (3) months from the date of replacement, whichever is longer. Following a replacement, the Replacement Product will become the property of the Customer and the defective Covered Product shall become the property of Huawei.

# **Standard Warranty Extension Procedure**

The Warranty Period for Inverters can be extended up to a period of ten (10), fifteen (15) or twenty (20) years, at an additional cost to the Customer ("Extended Warranty"). An Extended Warranty can be purchased at the same time as submitting the Covered Product Purchase Order (the "PO"), or at any time after provided the Standard Warranty is still valid but the Extended Warranty can only be applied to the whole, original Covered Product PO, not individual Inverters. Customer should discuss Warranty Extensions with its local Huawei sales representative.

Any Extended Warranty shall be in accordance with and subject to the same terms and conditions as the standard Warranty Period.

# **Claiming Under the Warranty**

To claim under this Limited Product Warranty Customer shall promptly after discovery of a non-conformity or defect in workmanship or materials in the Covered Products, report the non-conformity or defect to Huawei by contacting the Huawei Customer Services Help Desk (contact details as below) and providing the following information:

- a short description of the non-conformity or defect; including but not limited to input & output parameters, alarm ID, reason ID and data exported from the Inverter;
- ii) product serial number; and
- iii) a copy of the purchase receipt.



Claiming under this Limited Product Warranty is conditional upon such information being provided.

- The Customer Services Help Desk can be contacted via:
  Free phone: 00800 6666 8899 (must have international calling enabled) or Email: TAC\_support@huawei.com
- Online Technical Support: is also available via a portal on the Huawei website. For security reasons, Customers wishing to access documentation via the portal need to register. This process may take up to 48 hours, so Huawei recommends registering immediately after first purchase. Customers must contact TAC\_support@huawei.com to register and write '*Request to access Online Technical Support*' in the subject title. Customers will then be provided with login details and access instructions.

### **Product Replacement**

Huawei will, upon receipt of a warranty claim, determine whether the claim is covered by this Limited Product Warranty. If Huawei determines that the claim is not covered by this Limited Product Warranty, it will notify Customer setting out the reasons why the claim has been rejected. If Huawei determines the claim is covered by this Limited Product Warranty, then Huawei will provide the Customer with a Replacement Product.

Where Huawei opts to provide a Replacement Product, Huawei will deliver the Replacement Product to the Customer's nominated site within the UK, normally within two (2) "Working Days" (being Monday to Friday but excluding public and bank holidays in the UK) after the warranty claim has been logged, investigated and confirmed. Within fifteen (15) Working Days of the Customer receiving the Replacement Product, the Customer shall return the defective Covered Product to Huawei in its original packaging or the packaging removed from the Replacement Product (or failing that, in safe and secure packaging to prevent any damage in transit).

Huawei reserves the right to charge the Customer for the cost of the defective Covered Product, and Customer agrees by making a warranty claim to pay such charges, if:

- (i) a Replacement Product has been dispatched to the Customer but the defective Covered Product is not returned to Huawei on time;
- (ii) on inspection, a Covered Product returned does not match the one described in the warranty claim;
- (iii) on inspection, a Covered Product is found not to be covered by this Limited Product Warranty or the Limited Product Warranty has been invalidated as set out below.

#### Payment of the Installer Call-out Fee and Fault Inverter Transportation Costs

Following the replacement and receipt by Huawei of a defective Covered Product, Huawei will pay the Customer a fee of £90 per Covered Product within the Warranty Period ("Installer Call-out Fee") along with reasonable transportation fees, provided that such transportation fees have been mutually agreed prior to the return by the Customer of the defective Covered Product. The payment of the Installer Call-out Fee and any agreed transportation fee will be processed by Huawei, or by a service company on behalf of Huawei, within sixty (60) days after receipt by Huawei of the defective Covered Product.

# Limits to Cover

This Limited Product Warranty only applies to the hardware of the Covered Products and does not apply to any components, which are separate from the Covered Products such as ancillary equipment, consumable parts, or



protective coatings that are designed to diminish over time (except where the defect has occurred due to a defect in materials or workmanship).

This Limited Product Warranty only applies to Customers who have purchased the Covered Products directly from Huawei, or from an authorised seller of Huawei Inverters in the United Kingdom.

This Limited Product Warranty only applies where the installation and any removal and reinstallation has been carried out in accordance with the installation directions and user guidelines which are provided with the Covered Products ("Documentation").

This Limited Product Warranty will be invalidated if the serial number of the Covered Product has been removed or defaced.

# Exclusions

This Limited Product Warranty does not cover defects or damage resulting from:

- (i) normal wear and tear or natural aging of the Covered Product;
- (ii) failure by the Customer to install and operate the Covered Product in accordance with the Huawei product specifications
- (iii) the Covered Product being used other than its normal and customary manner;
- (iv) unauthorized disassembly, repair, alteration or modifications
- (v) misuse, abuse, intentional damage, negligence or accidental damage;
- (vi) improper testing, operation, maintenance, or installation including without limitation:
  - (a) failure to meet the system requirements provided in writing for a safe operating environment or external electric parameters;
  - (b) failure to operate the Covered Products in compliance with the operation manual and/or user guides of the Covered Products.
  - (c) relocation and installation of the system other than in compliance with Huawei's requirements;
- (vii) damage due to use of incorrect voltage
- (viii) directly caused by problems in system infrastructure;
- (ix) improper storage, shipping, handling or usage of the Covered Products; and
- (x) force majeure events (including but not limited to act of God, act of public enemy, acts of governmental bodies or agencies foreign or domestic, sabotage, riot, fire, floods, typhoons, explosions or other catastrophes, epidemics or quarantine restrictions, labour unrest, or labour shortages, accident, freight embargoes, or any other event beyond the control of Huawei) for the period of time occasioned by any such occurrence.

The Limited Product Warranty does not cover cosmetic damage or superficial defects, dents, marks or scratches which do not influence the proper functioning of the Covered Product.

# Limitation of Liability

This Limited Product Warranty shall be in lieu of all other warranties, conditions or guarantees as to description, quality, fitness for any particular purpose, satisfactory or merchantable quality of the Covered Products or any other warranty, condition or guarantee whether express or implied.

Huawei shall not be under any liability whether in contract, tort or otherwise in respect of any non-conformity of or defect in the Covered Products or for any injury, damage or loss resulting from such non conformity or defect or for any loss of



contracts, loss of revenue, loss of use or profits or business, business interruption or for any extra operating expense or any indirect, consequential or economic damages or losses whatsoever and howsoever caused. The remedies specified in this Limited Product Warranty shall be the Customer's sole and entire remedy in respect of any non-conformity of or defects in the Covered Products.

Notwithstanding the foregoing, nothing in this Limited Product Warranty shall limit Huawei's liability for:

- (i) death or personal injury;
- (ii) fraud or fraudulent misrepresentation; or
- (iii) any other liability that cannot be limited or excluded as a matter of law.

# General

- (i) No one other than an authorized representative of Huawei may make any modification, extension, or addition to this Limited Product Warranty.
- (ii) If any provision of this Limited Product Warranty is held by any court or award in arbitration to be invalid or unenforceable, the validity or enforceability of such provision shall not affect the other provisions of this Limited Product Warranty which shall remain in full force and effect.
- (iii) This warranty is governed by and construed under the laws of England and Wales and each party hereby submits to the exclusive jurisdiction of the courts of England and Wales.