Warranty Conditions

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1.0 Warranty Terms

1.1 5-Year Warranty

All Phocos products except the Limited Warranty Items listed below are warranted to be free from defects in material and workmanship for a period of (i) 5-years from the date of shipment to the Original End User or (ii) 6-years from the date of shipment to the Direct Customer of Phocos (named "Purchaser"), whichever occurs first.

1.2 Limited Warranty (non-ESS products)

1.2.1 All "CA" and "CM" series solar charge controllers, "FR-B" series of refrigerators/freezers, and "PSW-B" series inverters are warranted to be free from defects in material and workmanship for a period of (i) 2-years from the date of shipment to the Original End User or (ii) 3-years from the date of shipment to the Purchaser, whichever occurs first.

1.2.2 All "PSW-H" series inverters are warranted to be free from defects in material and workmanship for a period of (i) 3-years from the date of shipment to the Original End User or (ii) 4-years from the date of shipment to the Purchaser, whichever occurs first.

1.3 Limited Warranty (ESS products)

The Any-Cell ESS-L-5kWh-48V Lithium Iron Phosphate Energy Storage System (ESS) is warranted to be free from defects in material, workmanship, and performance for a period of (i)10-years from the date of shipment to the Purchaser or Original End User, or (ii) 6000 cycles (one "cycle" is defined as discharge of up to but not limited to 90% of the ESS capacity), whichever occurs first.

2.0 Warranty Conditions

2.1 Product Quality Guarantee

This warranty covers the replacement or repair of any Phocos product (named "Product") in part or in whole if there is a fault or defect in quality or workmanship which is caused by material or manufacturing faults and is not caused by user error, negligence, or misuse for the term specified above where applicable to the Product.

2.2 ESS Performance Guarantee

In addition to the **Product Quality Guarantee**, this warranty covers the replacement or repair of a Phocos Any-Cell ESS-L-5kWh-48V ESS (named "ESS") in part or in whole if there is a fault in performance (defined as usable capacity) which is caused by material or manufacturing faults and is not caused by user error, negligence, or misuse.

Each ESS is warranted to retain at least 70% of its original usable capacity for the term specified above in **1.3**.

3.0 Warranty Exclusions

This warranty applies only to new Products and does not extend to Products which have been bought, used, and resold by the Original End User. This warranty only applies where the Product has been installed by a certified and qualified electrical installation professional, within an appropriately designed electrical system, and where the purchase of the Product has been through an authorized Purchaser, or directly from Phocos.

Phocos reserves the right to void any Product warranty for any one or multiple of the reasons below:

- Identification marks, nameplates, or serial numbers are removed, altered, or damaged in any way.
- The Phocos invoice is unpaid.
- Accidental or negligent damages during transportation by the carrier, Purchaser, or Original End User, to or from Phocos.
- Improper storage, handling, installation, including but not limited to dropping, damaged terminals from under- or over-torque, or damaged mounting bolt threads.
- Improper operation, including but not limited to negligence or refusal to follow any aspect of the product manual, or operating the device at higher than rated currents/voltages or outside of the acceptable range of ambient storage temperatures.
- Non-authorized repairs, alterations, or electrical compartment access by anyone other than Phocos or Phocos authorized groups, included but not limited to the removal of electrical compartment cover screws.
- Damage, theft, or vandalism, whether purposeful or accidental.
- Climate based or environmental damage as a result of violation of IP rating and/or installation location requirements or acts of nature, including but not limited to damage from direct sunlight, dust, and/or water, or lightning and weather extremes.
- Normal wear and tear or damage of superficial elements such as paint or finish where the performance of the product is unaffected.
- Interconnection with parts which malfunctioned that are not Phocos products where compatibility is not explicitly guaranteed.

Phocos reserves the right to reduce the **Limited Warranty Term** for an ESS from 10 years to 3 years if:

- The ESS was not connected to an AB-PLC-CAN since the installation date.
- The ESS was not monitored continuously with a Phocoslink Cloud account since the installation date.

Phocos reserves the right to void the **ESS Performance Guarantee** for any of the above, and including any or all of the following reasons:

- The ESS was not connected to a Phocos PSW 48V inverter.
- The ESS discharged a total energy of more than 13.46MWh.
- The ESS was discharged lower than 10% SOC.

4.0 Warranty Repair and Replacement

Before initiating a warranty claim, please be aware that (i) a warranty repair does not extend the warranty period, and (ii) a replacement Product assumes the remaining warranty of the Product it replaces.

5.0 Warranty Claim Procedure

The warranty is granted to the Purchaser. Original End Users must contact their point of purchase to make a warranty claim.

5.1 Original End User Responsibility

The customer is responsible for performing their due diligence in communicating and describing the issue and how the Product does not perform meeting the conditions of this warranty. The Original End User is to inform the Purchaser through whom they purchased the Product of the desire to open a claim.

5.2 Purchaser Responsibility

This warranty is granted to the Purchaser. In case any part of the Product proves to be defective within the conditions of this warranty, the Purchaser will follow these steps to submit a claim with Phocos:

1. Prepare a written statement of the nature of the defect in quality, workmanship, or performance (where applicable) to the best of the Purchaser's knowledge, and include the following
    a. Date of Purchase
    b. Place of Purchase
    c. Purchaser's name, address, e-mail, and telephone number
    d. Short description of the defect
    e. System application
    f. (If applicable) PV module type and array configuration
    g. (If applicable) Battery bank type and configuration
    h. (If applicable) System load types and configuration
2. Contact your authorized Phocos distributor, Phocos sales office, or Phocos and send the Product to the location as instructed by the Phocos point of contact.

6.0 Refunds

No refund of the purchase price will be granted to the Purchaser except in cases where Phocos is unable to remedy the defect by repair or replacement after a reasonable time and opportunity to do so.

7.0 Incurred Costs

The Purchaser is required to bear all transportation costs to Phocos in adequate packaging. Phocos will cover return transport costs to the location specified by the Purchaser. Return transportation methods shall be determined solely by Phocos.

Phocos claims no financial responsibility for any claim which was denied by the technical staff following an in-depth inspection and investigation into the condition of the equipment. This includes any incurred transportation costs.

For valid claims where the manufacturer is found to be at fault for quality, workmanship, and/or performance, under all conditions listed above, the warranty will apply in full. Reimbursement for necessary and reasonably incurred costs or expenses, other than transportation to Phocos, in making valid warranty claims under this warranty may be claimed from Phocos. Documentary evidence in support of such claim will be required.

8.0 Incidental and Consequential Damages

Phocos is not responsible for incidental or consequential damages, including but not limited to lost profits, system downtime, goodwill or damage to equipment or property.

9.0 Contact Phocos

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