

BEXIE GROUP BXM All-in-one Warranty Terms and Conditions for Europe

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Article 1 Warranted Products

This Factory's Warranty only applies to the following products, which are installed in European countries.

PRODUCT	STANDARD WARRANTY PERIOD (Years)	SERVICE MODES
Micro All-in-one (BXM series)	3	Remote Technical Support Service or Onsite Service
Accessories (Smart Meter)	2	

*This factory warranty is a promise from BEXIE GROUP to its end users on the applicable products listed above. Subject to the trading countries/states, end users may receive an additional warranty promise (should be at least equivalent to the Factory's warranty) which is provided by BEXIE GROUP's local distributor; should any claims arise in this respect, please direct the claims to the local distributor.

Please refer to the latest version of the BEXIE GROUP limited warranty by visiting our global website via www.bexiegroup.com

Article 2 Warranty Period

The Standard Warranty Period shall commence from the earlier of the following:

- (1) the date of when the first installation of the warranted product is completed, or the date of purchase on a valid purchasing invoice that end user provider.
- (2) 6 months after the date of production from BEXIE GROUP (defined in the Serial number of the product) for circumstances where end user fails to provide a valid purchasing invoice.

Article 3 Warranty Conditions

3.1 General Warranty Conditions

BEXIE GROUP will provide the Customer with the QW Services under this QWA only after all the following conditions are met:

- (1) The Warranted Product has a Defect ("Defective Product"), which is not caused by any of the circumstances listed under Article 3.2 of this QWA;
- (2) The Warranted Product is within the Warranty Period.
- (3) The type plate of the Defective Product shall be legible, complete and identifiable;
- (4) The Customer does not have any failure in payment of outstanding payables or return of the Defective Product (if the Customer fails to fully pay any due payables or fails to return the Defective Product according to the requirement of BEXIE GROUP, to the

extent permitted by applicable laws, BEXIE GROUP is entitled to reject the quality warranty requests raised by the Customer);

- (5) The Customer can provide the valid purchase invoice or voucher.

To avoid any doubt, the "Defect" mentioned herein shall refer to any status that the Warranted Product fails to operate normally, perform the expected functions as agreed by BEXIE GROUP and the Customer in writing or achieve the expected goals as agreed by BEXIE GROUP and the Customer in writing during its normal use due to its own quality issues (including but not limited to technical Defects or material issues). However, the Defect as defined above does not include the following circumstances:

- (1) Normal wear and consumption of the Warranted Product;
- (2) Appearance defects (including but not limited to scratches, corrosion, rust) that do not affect the normal operation, function and effect of the Warranted Product;
- (3) Wear and consumption of accessory parts, consumptive parts and vulnerable parts of the Warranted Product (including but not limited to fuses, lightning protection modules, and rear panels).

3.2 Non-application of QW Services

If the Defect of the Warranted Product is caused by one or more of the following circumstances, BEXIE GROUP is entitled to reject to provide the Customer with the QW Services:

- (1) The Customer fails to comply with the specifications of the installation manual or the instruction manual or other documents of the Warranted Product, or the provisions of national laws and regulations, or national or industry standards (including mandatory standards and recommended standards) to debug, operate, use (including the use through grid connection), store, maintain, upgrade and make other operations on the Warranted Product, including but not limited to the use and storage of the Warranted Product that do not comply with the working environment requirements of the relevant specifications, provisions or standards (such as installation spacing, ventilation conditions, etc.);
- (2) Without prior explicit, specific, and written consent of BEXIE GROUP, the Customer modifies, changes the design, replaces parts, repairs, upgrades or makes other operations on the Warranted Products;
- (3) The failure or defect of the operating system where the Warranted Product is located (including but not limited to the power station system) not attributable to the Warranted Product or incompatibility between such system and the Warranted Product;
- (4) Unsafe power grid environment or chemical environment or other circumstances with similar nature;
- (5) Improper transportation and packaging of the Warranted Product that shall not be attributable to BEXIE GROUP;
- (6) Force majeure.

Article 4 QW Services

- 4.1 For the Defective Product, BEXIE GROUP will, according to the actual circumstance, provide one or more of the following QW Services at its own discretion:
- (1) Remote services (i.e. providing the Customer with consulting or guiding services via telephone, email or by other means as designated by BEXIE GROUP in writing);
 - (2) Returning the Defective Product to the factory designated by BEXIE GROUP for repair;
 - (3) On-site services (i.e. providing the Customer with on-site services of consulting, guiding or repair);
 - (4) Replacing the Defective Product with the product of equivalent value, including the refurbished product ("Product for Replacement") according to the product type and the elapsed using period of the Defective Product.
- 4.2 For the Defective Product within the Standard Warranty Period, BEXIE GROUP will provide the Customer with the QW Services under Article 4.1 free of charge, unless otherwise provided in this QWA. The costs of the QW Services, including costs for spare parts and materials and costs for shipment of the Defective Product and the Product for Replacement as provided herein ("QW Service Costs"), shall be assumed by BEXIE GROUP. However, unless otherwise provided in this QWA, the QW Service Costs do not include any taxes, customs and duties, travel and accommodation costs for BEXIE GROUP's personnel (including the personnel of any third parties designated by BEXIE GROUP in writing) under on-site services.
- Notwithstanding the above, for the Warranty Territory of Australia, European Union and India (excluding their associated islands and overseas territories), the taxes, customs and duties, travel and accommodation costs for BEXIE GROUP's personnel (including the personnel of any third parties designated by BEXIE GROUP in writing) under on-site services shall be included in the QW Service Costs and assumed by BEXIE GROUP.
- 4.3 For the QW Services under Items (2) and (4) of Article 4.1, the Customer shall return the Defective Product back to the factory designated by BEXIE GROUP in an appropriate manner within the period as required by BEXIE GROUP in writing. Before receiving the Defective Product and confirming that the Defective Product is not damaged during the transportation, BEXIE GROUP is entitled to reject to provide corresponding QW Services. Particularly, if BEXIE GROUP delivers the Product for Replacement to the Customer before the Customer returns the Defective Product back to the factory designated by BEXIE GROUP in writing, the Customer shall return the Defective Product back to the factory designated by BEXIE GROUP within three (3) weeks upon the Customer's receipt of the Product for Replacement or other period designated in writing by BEXIE GROUP, otherwise, the Customer shall be deemed as having consented to purchase the Product for Replacement based on its market price and shall make the payment in accordance with the payment notice then issued by BEXIE GROUP.
- 4.4 For the QW Services under Item (4) of Article 4.1, upon BEXIE GROUP's receipt of the Defective Product, the ownership of the Defective Product shall be transferred to BEXIE GROUP, and the ownership of the Product for Replacement shall be transferred to the Customer (if the Customer receives the Product for Replacement).
- 4.5 BEXIE GROUP shall deliver the repaired Defective Product or the Product for Replacement to the place within the Warranty Territory as agreed by BEXIE GROUP and the Customer in writing ("Delivery Place") at its own cost.

- 4.6 The Customer is only entitled to raise relevant quality warranty requests within the scope of the QW Services under Article 4 (“Quality Warranty Request”). To the extent permitted by applicable laws, BEXIE GROUP is entitled to reject any other quality warranty requests or claims (such as any losses caused by defects of the Warranted Products) raised by Customer. To avoid any doubt, BEXIE GROUP will not be liable for any direct or indirect, actual or potential income losses, profit losses, losses of trade opportunities and other similar losses incurred to the Customer by the breakdown of the Defective Product.

Article 5 Quality Warranty Procedures

5.1 Quality Warranty Request

- 5.1.1 If any Defect of the Warranted Product occurs within the Warranty Period, the Customer shall, within thirty (30) days upon occurrence of the Defect, submit the written Defect notice and relevant information as well as written evidencing documents in the manner designated by BEXIE GROUP in writing (including but not limited to through the service line of BEXIE GROUP). The aforesaid information and written evidencing documents shall include without limitation to:
- (1) Type and serial number of the Defective Product;
 - (2) Information of the Defect and the configuration of the power station;
 - (3) Any and all the agreements, invoices and quality warranty vouchers related to the Defective Product; and
 - (4) Other information and/or documents as required by BEXIE GROUP in writing.
- 5.1.2 Before all the information and documents under Article 5.1.1 are fully submitted, BEXIE GROUP is entitled to reject to provide the Customer with any QW Services.

5.2 Defect Diagnosis

Upon receiving the Customer’s Defect notice and confirming all the information and documents under Article 5.1.1 are fully submitted, BEXIE GROUP will conduct an analysis and diagnosis on the Defect (“Defect Diagnosis”). If BEXIE GROUP needs to make an inspection on the Defective Product in the course of Defect Diagnosis, the Customer shall promptly provide the Defective Product to BEXIE GROUP in an appropriate transportation manner as required by BEXIE GROUP in writing. If BEXIE GROUP confirms that the Warranted Product does not have any Defect upon Defect Diagnosis, it will notify the Customer in writing and request the Customer to assume the reasonable expenses incurred to BEXIE GROUP for Defect Diagnosis. The Customer’s submission of the Defect notice to BEXIE GROUP shall be deemed as that the Customer has agreed to assume the aforesaid reasonable expenses in case of nonexistence of Defect of the Warranted Product.

5.3 Provision of QW Services

- 5.3.1 If, upon Defect Diagnosis, the Warranted Product has Defect and the quality warranty conditions under Article 3.1 of this QWA are met, BEXIE GROUP will, according to the Defect status, provide the Customer with the QW Services under Article 4 at BEXIE GROUP’s own discretion.
- 5.3.2 If the Defective Product needs to be repaired or replaced, BEXIE GROUP is entitled to use spare parts or refurbished parts to repair or replace the Defective Product.

The replaced or repaired Warranted Product shall continue to enjoy the remaining original Warranty Period of the Warranted Product. If the remaining original Warranty Period of the Warranted Product is less than one year (excluding one year), the replaced or repaired Warranted Product shall enjoy a Warranty Period of one year, and such one-year Warranty Period shall commence upon receipt of the replaced or repaired Warranted Product by the Customer.

5.4 Contact Information of BEXIE GROUP

Office Spain (Headquarter):

Address: Calle Covadonga 5, 33002 Oviedo, Asturias

Tel: +34 985 194 232

Office Germany:

Address: Burtscheider Straße 1 52064 Aachen

Tel: +49 241 510 03 120

Office Shanghai, China:

Address: Room 302B, Royal Mansion, No.185 Zhangjiang Rd, Pudong District, Shanghai, China

Tel: 021-61649678

Office Wuxi China:

Address: Room 901, Sixian Building, Yili Science and Technology Industrial Park, No. 18, Sixian Road, Xinwu District, Wuxi, Jiangsu Province, China

Tel: 0510-8899-9869

Article 6 Valid Version of QWA

BEXIE GROUP is entitled to publish related matters of this QWA on its official website (www.bexiegroup.com), including but not limited to adjusting the scope of Warranted Products, Warranty Period, and service fee standards beyond the Warranty Period, price lists and service scope for Extended Warranty. The Customer shall log on the above official website from time to time to check the matters related to this QWA. To the extent permitted by applicable laws, BEXIE GROUP's publishing of the matters related to this QWA on the above official website shall be deemed to have fulfilled its written notice obligation provided in this QWA, and the relevant matters will become effective once they are published.