

# Haier Energy

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## Haier Energy Products Terms of Warranty

Date: February 1<sup>st</sup>, 2025

### 1. Preamble and Definitions

Haier Energy Technology Co., Ltd with registered office at No.57, No.17, Jiujiang Road, Tongji Street Office, Jimo District, Qingdao City, Shandong Province, China (hereinafter referred to as "Haier Energy") offers a Limited Product warranty to the end user of the Products, as defined herein, subject to the following Terms of Warranty, with the exclusions listed below, for the period of time indicated in Chart A depending on the Product.

For the purposes of these Haier Energy Terms of Warranty:

- **"Buyer"** means the end user, and not necessarily the purchaser, in the distribution chain of the Products; "Buyer" excludes distributors, Product installers and other professionals involved in the distribution and installation of the Products, who do not make use of the Product as an end user.
- **"Product"** or **"Products"** means the Green Energy Products listed in Chart A and marketed by Haier Energy in their respective territories as set out in Section 6.
- **"Product documentation"**: User Manuals, Installation Guide, Technical notes.

The warranties under these Haier Energy Terms of Warranty do not replace the warranties to which the Buyer is entitled under the applicable law.

To maintain the validity of the following warranties, the Products must be installed by qualified personnel and in accordance with the specifications of the relevant Product documentation.

Qualified personnel means a technician recognized and/or certified according to the regulations in force in the country of installation.

The Buyer is obliged to keep the original packaging for the duration of the present warranty.

### 2. Material Warranty

Haier Energy warrants that, for the period of time indicated in Chart A, there will be no defects in material workmanship or manufacture that materially impede the functioning of the Products.

Haier Energy has set out certain rules of use and application for the Products to ensure the functionality, durability, and performance under different climatic circumstances. This warranty covers defects in materials and workmanship that affect the Product's functionality under normal use, installation, and service conditions as specified in Haier Energy Product documentation.

To make a claim under this warranty, the Buyer must prove that the Product's malfunction or non-conformity results from defects in materials and workmanship under normal conditions as specified in Haier Energy Product documentation.

If the Buyer is aware or should have been aware of design, material, workmanship, or manufacturing defects prior to installation of the Products and nevertheless installs the Products without giving Haier Energy the opportunity to correct such defects prior to installation, the Buyer shall bear the costs of correcting such defects.

### 3. Performance Warranty

Haier Energy warrants that, for the period of time indicated in Chart A, the Products will perform as described in the attached specifications, when applicable to the Products.

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Qingdao Haier Energy Technology Co., Ltd - Room 102-3, Building E2, No. 289 Laiqing Road, Wenquan Sub district Office, Jimo District, Qingdao, Shandong, P.R.China

Qingdao Haier Intelligent Technology Co., Ltd- Room205-1, No.4 Building, Lan Gu Entrepreneurship Center Phase I, No. 7, Keji Yilu Road, Aoshanwei Sub district Office, Jimo District, Qingdao, Shandong, P.R.China

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If the actual performance falls below the guaranteed level, Haier Energy will compensate the Buyer according to the process explained in the "Claim Verification and Remediation Process" described in Section 6.

## 4. Warranty Effective Date

For all Products, the warranty period starts from the date of Product installation at the Buyer's location or three months after delivery (Incoterms 2020) of the Product to the Buyer, whichever date is earlier.

## 5. Exclusions

The warranties **do not apply** to Products that meet or have been used in any of the following conditions:

- a. Failure to provide proof of purchase or Product information;
- b. Alteration, removal, or illegibility of the Product's type, nameplate, or serial number;
- c. Failure to comply with, and any improper use according to Haier Energy Product documentation.
- d. Extraordinary salt or chemical exposure;
- e. Exposure to voltage in excess to the maximum system voltage or power surges;
- f. Improper system installation causing constant shading of part of the solar panels;
- g. Damage due to normal wear and tear, misuse, accidents, or negligent use;
- h. Usage in marine applications, tropical or equatorial environments
- i. Usage on mobile units such as vehicles, ships, or offshore structures;
- j. Animal-related incidents;
- k. Improper installation or defective components in the construction on which the module is mounted;
- l. Unauthorized service or modification, including use of unauthorized spare parts or service by technicians who are not qualified under the relevant law and/or applicable regulations at the place of installation;
- m. Failure to carry out proper maintenance;
- n. Lightning strikes, floods, fires, earthquakes, heavy snowfalls or hailstones, vandalism, explosions, natural disasters, wars, or other events beyond HAIER ENERGY's control;
- o. Removal from its original installation location.
- p. Matching inverters and batteries not supplied by Haier Energy;
- q. The installation of the product was not performed within 3 (three) months from the invoice date;
- r. Storage of the product was not carried out according to Haier Energy's Product documentation
- s. For batteries: deep discharge or internal cell imbalance caused by negligence on the part of the Buyer or installer. Reference is made to installation errors or cases where the batteries are left switched off for more than 1 month or are in a condition where they are unable to perform their normal function without the Buyer reporting this to their installer/technician or Haier Energy in good time.
- t. Lack of a stable and continuous internet connection for the Product

Furthermore, to provide this Limited Warranty during the warranty period, Haier Energy requires the ability to remotely update the firmware of the system components.

If the products are not connected to the relevant Haier Energy monitoring portal, Haier Energy will not be able to provide this Limited Warranty.

The Buyer acknowledges that remote updates may temporarily interrupt system operation.

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By installing the products and connecting them to the relevant Haier Energy monitoring portal, the purchaser agrees that Haier Energy will update the products from time to time, without prior notice, if strictly necessary.

The existence of the conditions for exclusion may be verified by Haier Energy through inspection or upon request for documentation from the Buyer.

Changes in Product appearance, such as colour variations, are not considered defects if they are not caused by material and workmanship issues and do not affect the Product's operation.

## 6. Claim Verification and Remediation Process

If the Buyer believes to have a valid claim covered by the warranty, he must:

- I. Immediately notify the dealer/installer who sold the claimed Product for guidance. The dealer will advise on handling the claim, and if necessary, the Buyer can contact Haier Energy for further assistance.
- II. Within the warranty period, and within two (2) months after the discovery of the warranty breach, the dealer/Buyer must submit the claim in writing to Haier Energy to the following address, or any future address as Haier Energy may provide:

**Email:** service-nahui@haier-europe.com

The claim should include:

- a. the purchasing invoice or other evidence showing the Product's purchase date;
  - b. the Product's details and serial numbers;
  - c. a detailed description of the problem;
  - d. if applicable, evidence such as photographs;
  - e. any additional information reasonably necessary to process the claim.
- III. Haier Energy may require additional information or seek further verification of the claim.
  - IV. Following Haier Energy's written authorization, defective Products must be returned to Haier Energy, complying with given shipping instructions.
  - V. If breach of the warranties is confirmed, Haier Energy will provide, at its sole option, remedies such as:
    - a. updating the software to the latest firmware version released or by modifying system configurations.
    - b. repair the defect at Haier Energy's premises or at the customer's premises and have these services performed by Haier Energy service partners who have undergone appropriate training.
    - c. providing an equivalent replacement device (repaired, reconditioned or upgraded model with at least equivalent functions) or a new device.
    - d. offering additional modules/battery modules to restore the minimum power/capacity as per Chart A. (for solar panels and batteries).
    - e. providing the residual market value of the Product.
    - f. providing compensation in other appropriate ways.

In the case of product replacement under warranty, the costs of collecting and transporting both the damaged product and the replacement product are borne by Haier Energy (directly or through its authorized dealers) only if the damaged product is made available for collection, with its original or equivalent packaging.

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If the loss of performance under the Performance Warranty is caused directly by a defect on the Products covered by the Material Warranty, the residual market value of the Product shall be based on the warranted power output as set forth in Chart A below; otherwise, the adjusted residual market value shall be based on the difference between the warranted and actual power/energy output. All remedies are based on the Product's warranted power output at the time of the warranty claim.

The warranty period will not be extended if an affected Product is repaired or replaced. The ownership of replaced Products is transferred to Haier Energy.

For work carried out during the warranty period and in the presence of all the requirements set out in these warranty conditions, Haier Energy provides for a lump-sum indemnity for the work of installers/technicians to partially cover the expenses incurred in carrying out the work, this indemnity is regulated in accordance with the indications periodically made available by Haier Energy

However, Haier Energy is entitled to charge inspection costs for replaced goods or for onsite interventions if:

(a) the inspection of the Product reveals that the Material or Performance Warranty does not apply, due to any non-compliance with the product documentation available; or

(b) no defect was found during the inspection of the Product, and it functions without error.

The stated remedies above are Haier Energy's sole and exclusive obligations and the Buyer's sole and exclusive recourse for a breach of the warranty.

Warranty claims must be filed within the specified warranty period. Claims can only be made by the original Buyer or a transferee who retains the title to the affected Product and ensures that the Product remains in its original configuration and has not been removed from its initial installation location.

## **7. Non-Independent Warranties**

Buyer shall have the right to pursue claims under any of the foregoing warranties. However, if a single defect is subject to multiple warranties and HAIER ENERGY remedies the defect using the described remedies, HAIER ENERGY shall be deemed to have satisfied all applicable warranty claims relating to that defect.

## **8. Validity**

These Terms of Warranty shall apply to Products installed on or after 14 February 2025 and shall be valid until a new revision is issued by Haier Energy.

These Terms of Warranty apply exclusively to Products installed in European Union

## **9. Disclaimers**

These HAIER ENERGY Terms of Warranty replace and exclude all other express or implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose or application, unless agreed upon in writing by HAIER ENERGY, without prejudice to statutory warranties to which the Buyer is entitled under the applicable law.

The Buyer acknowledges that HAIER ENERGY acts solely as a supplier and is not responsible for ensuring the suitability of Products for the Buyer's facilities or project feasibility. The Buyer is responsible for conducting feasibility studies and obtaining necessary certificates, attestations, and authorizations for equipment installation and project implementation.

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The warranties are only transferrable when the Products remain installed in their original installation location without having them moved or disassembled after initial installation.

## 10. Limitation of Liability

To the maximum extent permitted by applicable law, HAIER ENERGY shall not be liable to the Buyer or any third party claiming through or under the Buyer for lost profits, equipment downtime, or any incidental, consequential, or special damages arising from the Products, even if advised of the possibility of such damages.

## 11. Miscellaneous

HAIER ENERGY's standard documentation, including Product sheets and User Guides, can be accessed on the website or obtained upon request. The most current version of the documentation at the time of Product delivery will serve as the authoritative reference, superseding any previously provided documentation to the Buyer.

If any part or provision of these HAIER ENERGY Terms of Warranty is deemed invalid, void, or unenforceable, such determination shall not affect the validity or enforceability of the remaining parts or provisions of the HAIER ENERGY Terms of Warranty. In cases where there are inconsistencies among different language versions of these Terms of Warranty, the English version shall prevail.

## 12. Applicable Law and Jurisdiction

These HAIER ENERGY Terms of Warranty are governed by China law, to the exclusion of that country's conflicts of law rules as well as of the *United Nations Convention on Contracts for the International Sale of Goods* (CISG) dated 11 April 1980 and of any other uniform law.

All disputes arising out of or in connection with these HAIER ENERGY Terms of Warranty shall be settled before the ordinary courts of the country of the original installation location of the Products.

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Chart A

Product Name	Product Description	Warranty Period (years)*		Performance Guarantee
		Product	Performance	
NHO108-MNB	Single glass photovoltaic modules TOPCON	12	25	<p>In the first year from the date of purchase, the power output is at least:</p> <ul style="list-style-type: none"> <li>- 99 % (TOPCON modules)</li> <li>- 98 % (PERC modules)</li> </ul> <p>in relation to the corresponding applicable product data sheet.</p> <p>The annual reduction in performance in the following 2 to 30 years from the date of purchase is</p>
NHO144-MN	Single glass photovoltaic modules TOPCON	15	30	
NPP-54MD	Single glass photovoltaic modules PERC	15	25	
NPT-54MD	Single glass photovoltaic modules TOPCON	15	30	

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				<p>less than: - 0.40 % (TOPCON modules) - 0.56 % (PERC modules) of the output power in relation to the applicable data sheet.</p> <p>The power output of the modules is measured under standard test conditions (STC) and taking into account the standard measurement tolerance.</p>
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N1PL-1M NL1P-A2/H N3PH-1N H1PL-2J	Hybrid and Solar Inverter	5	-	
H1PL-1J H3PH-1J	Hybrid and Solar Inverter	10	-	
HQBK-00-1P	Smart Control Box	10	-	
NLW-1Y NHS-1Y HLS-1X HHS-1X	Energy Storage	10	10	Each battery module retains at least seventy per cent (70%) at the end of the warranty period.
HM1P	Microinverter	10	-	
HE2	Energy Storage - Balcony	5	-	Each battery module retains at least seventy per cent

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				(70%) at the end of the warranty period.
HPS	Smart Storage Controller System - Balcony	5	-	Each battery module retains at least seventy per cent (70%) at the end of the warranty period.
VARIOUS	Plug, MC4, Shuko Mounting and holding systems, Power Sensor, CommModule and other accessories	2	-	
NCAC11	EV Charger	5	-	
HBP	Smart Cube Battery Module	10	10	Each battery module retains at least seventy per cent (70 %) at the end of the warranty period.

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HEVAC HEVDC	Smart Cube EV Charger	3	-	
HH1P HH3P	Smart Cube Inverter	10	-	
HG-SS HG-TS	Smart Cube Gateway	2	-	

\* if installed respecting manual conditions

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