

Limited Warranty Policy for Brazil

i. Scope of Warranty

Fox ESS provides the following limited and extended warranty for EV chargers (herein referred to as the Product(s) unless explicitly stated otherwise) produced/provided by Fox ESS. Fox ESS under its own discretion has the right to decline the replacement of the device if the terms and conditions on the Policy are breached. This Fox ESS Warranty Policy (herein referred to as the Policy) is applicable in all the countries where the product is sold through recognized Fox ESS partners. The Product(s) included in this Policy are:

A series

Important:

Please note, this warranty policy covers Fox ESS Products as specified herein. This warranty is limited to the Fox ESS EV chargers range only and does not cover any external or ancillary parts. Any ancillary parts or add-on devices supplied by Fox ESS may be covered by a separate warranty policy.

This Policy shall not be held as a guarantee of the product durability nor does it include any product ability.

This Policy is limited only to the parties listed as per section 2.

ii. Contracting Parties

This Policy is only provided to the original purchaser of the product from Fox ESS (Purchaser), where the Purchaser is a distributor, EV charger retailer or an accredited electrician (Installer), who on-supplies the product to another party, or to that other- party (End- User) where the product is installed.

iii. Warranty Period and Warranty Extension

The Policy provides warranty cover as outlined below:

Standard Warranty

The Product listed below will be free from defects in materials and workmanship for a period of thirty six (36) months from the date of installation, but no more than forty (40) months from the date of manufacture of the Product (whichever comes first): A series. The registration of the Product (see section 7) is required to be completed via the Fox ESS website before the end of twelve (12) months from the date of manufacture of the Product.

On account of the product being replaced, the unexpired warranty is transferred to the replacement product, applicable to the standard warranty.

iv. Policy Claim Eligibility

The only person(s) eligible to claim warranty under this contract are the Installer and Fox ESS authorized personnel. If the Installer has gone into administration or insolvency or if the site is in a remote area, the End-User/Installer at their discretion and expense may appoint a Local Installer to carry out the functions of the original Installer.

v. Limited Liability

In the event of damages related to the causes listed below, no warranty claims will be acknowledged or accepted. Claims that relate to defects that are caused by the following factors are not covered by Fox ESS' warranty obligations:

- Damaged as a result of misuse, abuse, accident, negligence or failure to maintain the Product;
- Damaged as a result of modifications, alterations or attachments thereto which were not pre-authorized in writing by Fox ESS;

- Damaged due to the failure to observe the applicable safety regulations governing the proper use of the Product;
- Installed or operated not in strict conformance with the Fox ESS Documentation, including without limitation, not ensuring sufficient ventilation for the Product as described in the Fox ESS Documentation;
- Opened, modified or disassembled in any way without Fox ESS' prior written consent;
- Used in combination with equipment, items or materials not permitted by the Documentation or in violation of local codes and standards;
- Damaged by software, interfacing, parts, supplies or other products not supplied by Fox ESS;
- Damaged as a result of improper site preparation or maintenance or improper installation;
- Damaged or rendered non-functional as a result of power surges, lightning, fire, flood, pest damage, accident, action of third parties, direct exposure to sea water or other events beyond Fox ESS' reasonable control or not arising from normal operating conditions;
- Damaged during or in connection with shipping or transport to or from the buyer where the buyer arranges such shipping or transport;
- Damaged due to: physical abuse and damage, commercial use, rust, water damage, domestic wear and tear, use of car inlets which are incompatible with the EV Charger connector;
- Cellular Wireless Communication plans which are governed under the Fox ESS Communication Plan Terms and Conditions available on the Fox ESS website;
- Cosmetic or superficial defects, dents, marks or scratches, which do not influence the proper functioning of the Product.
- Failure to contact Fox ESS upon discovery of a defect covered by this Charging Equipment
- Any repair, alteration or modification to the Fox ESS connector or adapter or any part, or the installation or use of any parts or accessories, made by a person or facility not authorized or certified to do so;

Where authorized Fox ESS personnel verify that the claim is valid and the Product is faulty owing to defects from materials and workmanship, Fox ESS under its discretion will:

- Repair of the product on site or at a designated Fox ESS office or service center;
- Provide the closest Product within its current range of products for the replacement of the faulty or damaged Product.

The replacement Product(s) may differ in the specification and size within parameters deemed reasonable by Fox ESS. Fox ESS may replace parts with refurbished parts.

vi. Exclusions

This Policy does not cover the components that were not initially sold by Fox ESS as a part of the system. This also includes components of the system sourced by the End-User or Installer that may be of the same manufacturer and/or model as the one provided by Fox ESS.

vii. Registration

It is recommended that all Products are registered in order that they qualify under the terms of this Policy. Registration is a strict requirement for those seeking coverage under the Fox ESS Warranty. Warranties should be registered within two (2) months of installation, however it is recommended that they are registered no more than four (4) weeks following the successful installation and commissioning of the Product where possible. The information required at the point of registration via the Fox ESS website is as follows:

1. Product model
2. Product serial number
3. Installation date
4. Customer name
5. Installation postal/zip code
6. Full installation address
7. Name of installation company

viii. Warranty Claim Process

It is the duty of the Installer to contact Fox ESS in the event of a fault with the following information:



EV CHARGER
WARRANTY POLICY
VERSION 2.0- 1st/Nov./2023

Name of the Installer:

Product Model No:

Fault Code:

Fault Details:

Contact Details:

Fox ESS may ask for additional details depending on the fault conditions. Fox ESS will run tests on the product and may advise the Installer to take photos for verification purposes. The Installer is required to submit an RMA Form with the evidence and any additional information requested by Fox ESS. Once the form is received a unique ticket number is issued which will be used for tracking the progress of the claim. Fox ESS is obliged to approve and dispatch the Product within 3 working days subject to availability of the product. Once the replacement is completed, the Installer is obliged to arrange the shipping of the faulty product to Fox ESS within a maximum of thirty (30) days of the replacement being received. Failure to do so will forfeit eligibility for the service rebate outlined in section 5.

If an allegedly faulty Product is returned to Fox ESS pursuant to this Policy, and is found by Fox ESS to be free of defects that would qualify it for replacement under this policy, or due to limited liability as stated in section 6, Fox ESS will apply a flat-rate inspection charge for each Product and/or will seek to recover the full costs of the replacement Product.

Note: Any Product replacement has to be approved by Fox ESS in all cases. Any replacement of the Product issued without the consent of Fox ESS will invalidate an associated claim.

ix. Further Rights at Law

In addition to the warranty provided by Fox ESS, the end-user/Installer have statutory rights that will not be limited or replaced by this warranty. The products provided by Fox ESS comes with guarantees that cannot be excluded under Europe consumer law.

Contact Information

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