# WARRANTY CONDITIONS

# 质保条件

**For the Bytewatt Residential Product Series(Australia&New Zealand)**

**贝瓦户用产品系列（澳大利亚和新西兰）**


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## 1. SCOPE OF WARRANTY 质保范围

Bytewatt provides the following limited and extended warranty for inverters and Li-ion battery unit including BMS (herein referred to as the Product(s) unless explicitly stated otherwise) produced/provided by Bytewatt. Bytewatt 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 Bytewatt Warranty Policy (herein referred to as the Policy) is applicable in all the countries where the product is sold through recognized Bytewatt partners.

The products covered by this clause are listed in the appendix 1. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law.

You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

贝瓦科技对本公司生产销售的逆变器和锂电池产品包括BMS提供质保和延保服务。如果违反本质保条款和政策，贝瓦科技有权拒绝提供质保服务。贝瓦质保政策（在此称本政策）适用于贝瓦科技认可的合作伙伴销售在各个国家的产品。本条款涉及产品见附录1。我们的商品附带《澳大利亚消费者法》规定不可排除的保证。您有权因重大故障获得更换或退款，并有权因任何其他合理可预见的损失或损害获得赔偿。如果商品质量不合格且故障不构成重大故障，您也有权要求维修或更换商品。

## 2. CONTRACTING PARTIES 缔约方

This Policy is only provided to the original purchaser of the product from Bytewatt (Purchaser), where the Purchaser is a distributor, solar 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.

本质保条款仅提供给贝瓦科技产品的采购方，该采购方可能是光伏经销商，零售商或者有资质的电工（安装商）将产品卖给另一组织或者第三方(终端用户)。

## 3. WARRANTY PERIOD 质保期

### 3.1 Product Warranty 产品质保

Bytewatt provides 120/144 months warranty for the Products. The Warranty starting from the following date:

The date on which the product was first installed.

贝瓦提供自安装之日起120/144个月的产品质保。

### 3.2 Performance Warranty 性能质保

Bytewatt warrants that the Product retains at least seventy percent (70%) of its Usable Capacity for 120/144 months from the date the Product is installed at the Product Owner's property. The warranty only applies if the Product is operated under normal use followed by the specification and the manual provided by Bytewatt.

The precondition of the valid Performance Warranty shall be that:

- The ambient temperature during the operation of the Products shall not fall below -10 °C or exceed 50 °C.
- Which is calculated from the date the battery storage system is installed at the Product Owner's property.
- The minimum throughput energy for each product model is shown in Appendix 2.

贝瓦保证其产品自终端客户处安装之日120/144个月内，依然有70%的可用余量。本质保仅适用于产品严格按照贝瓦提供的规格书或使用说明指导手册使用的情况。

有效的性能保证的前提是：

- 产品运行时环境温度不低于-10 °C 或超过 50 °C。
- 电池储能系统在终端客户住所安装之日。
- 每种产品型号的最小吞吐量能量见附录2。

## 4. SERVICE REBATE 服务费用

The Installer may be eligible for a service rebate for the service and replacement of the Product, which has been returned to Bytewatt and deemed defective in workmanship or materials upon testing and inspection by Bytewatt.

如果产品已退还给贝瓦，且经贝瓦测试和检查后确认是有缺陷的工艺和材料，安装人员有资格获得替换服务的费用。

If multiple on-site visits are required, the Installer must contact Bytewatt prior to the site visit. The service rebate should be claimed within three months from the date of when the warranty claim is approved. Any claims made on account of the following reasons will not be eligible for the service rebate:

如果需要多次现场访问，安装人员必须在现场访问之前联系贝瓦并获得贝瓦许可。服务费用须于申请获批准之日起计三个月内提出。任何因下列原因而提出的索赔，均不获得服务费用：

Where the replacement Product(s) offers improved features/functionality not compatible with the remaining components of the PV system;

更换产品提供了改进的特性/功能，但与光伏系统的其余配件不兼容；

Compensation for power that was not fed into the grid or consumed;

对未输入电网或未消耗的电力的补偿；

Delay in receiving the product due to transportation costs or costs incurred due to issues beyond the control of Bytewatt.

由于贝瓦无法控制的问题导致延迟接收产品产生的费用。

## 5. LIMITED LIABILITY 免责条款

Claims that relate to defects that are caused by the following factors are not covered by Bytewatt's warranty obligations:

以下情形引起的产品损坏索赔不适用于本质保条款，产品损坏索赔将不被贝瓦科技履行质保义务：

- Inadequate ventilation and circulation resulting in minimized cooling and natural airflow;

  通风和循环不足导致最小冷却和自然气流;
- Improper installation of the Product(s) and/or installation performed by a non-accredited Installer;

  安装商产品安装不当和或未经认证的安装人员进行的安装;
- Improper or noncompliant use, installation, commissioning, start up or operation;

  不当或违规使用、安装、调试、启动或操作;
- Improper wiring of the Product causing arching or damage of the Product or its parts;

  产品布线不当，造成产品或其部件拱起或损坏;
- Improper use or misuse of the Product(s) by the Installer or End-User e.g. damage resulting from dropping the Product during installation;

  安装商或终端用户不正确使用或误用产品，如在安装过程中丢弃产品造成损坏;
- Use of improper connectors, e.g. where the Installer has installed the Product with different brand and/or model of connectors other than those supplied with the Product;

  连接器的使用不当，例如安装商在产品上安装了不同品牌或型号的端子而不是产品附带的端子;
- Damage of the Product(s) that originate from other parts of the system;

  来自系统其他部分的产品损坏;
- Force majeure (storm damage, lightning strike, overvoltage, fire, thunderstorm, flooding etc.)

  不可抗力（风暴损坏，雷击，过压，火灾，暴风雨，洪水等等）;
- Damage that occurred during the transportation of the Product(s);

  在运输当中损坏;
- Flaws that do not adversely affect the proper functioning of the product(s), e.g. cosmetic issues, wear and tear;

  不影响产品正常运行的问题，例如外观问题、磨损;

- Unauthorized repair and reinstallation of the Product(s);

  未经授权修理和重新安装产品;

- Where the Installer has not followed the warranty claim process and detailed in section 7, and/or proper evidence of the fault and/or test carried out on site has not been provided to Bytewatt;

  安装商没有按照条款7中的质保索赔程序进行索赔，以及没有向贝瓦科技提供故障的适当证据和在现场进行的测试证明;

- Failure to follow the safety regulations and/or operating instructions in respect to the Product(s) operating manual;

  未遵守产品操作手册相关的安全规定和操作说明;

- Where authorized Bytewatt personnel verify that the claim is valid and the Product is faulty owing to defects from materials and workmanship, Bytewatt under its discretion will;

  如果授权的贝瓦科技人员证实索赔是有效的，并且是由于材料和工艺的缺陷导致产品存在问题，贝瓦科技将采取以下措施;

- Repair of the product on site or service centre;

  在现场或服务中心维修产品;

- Provide the closest Product within its current range of products for the replacement of the faulty or damaged Product;

  提供贝瓦科技当前产品范围内最接近的产品，以更换故障或损坏的产品;

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

  在贝瓦科技认为合理的参数范围内，更换产品的规格和尺寸可能有所不同。贝瓦科技可以用翻新的部件置换损坏部件。

## 6. EXCLUSIONS 免责声明

This Policy does not cover the components that were not initially sold by Bytewatt 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 Bytewatt.

本质保政策条款只对贝瓦科技生产和出售的产品或其他系统配件负责。

## 7. WARRANTY CLAIM PROCESS 索赔流程

It is the duty of the Installer to contact Bytewatt in the event of a fault with the following information.

产品出现故障，安装人员有责任联系贝瓦并提供以下信息

Name of the Installer:

安装商名称：

Product Model No:

产品型号：

Fault Code:

故障代码：

Fault Details:

故障信息：

Contact Details:

联系方式：

Bytewatt may ask for additional details depending on the fault conditions. Bytewatt 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 Bytewatt. Once the form is received a unique ticket number is issued which will be used for tracking the progress of the claim. Bytewatt 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 Bytewatt within a maximum of thirty days of the replacement being received. Failure to do so will forfeit eligibility for the service rebate outlined in section 2.

贝瓦科技根据故障问题，可能会询问更多的细节。贝瓦科技将在产品上运行测试，并建议安装商拍摄照片 以进行验证。安装商需要提交一份RMA表格，其中包括故障证据以及贝瓦科技要求的任何其他信息。一旦收到表格，贝瓦科技将生成一个编号，用于跟踪索赔的进展。贝瓦科技将在3个工作日内发出置换机。一旦更换完成，安装商需要在收到更换产品后的30天内退回发生故障的产品至贝瓦科技，否则不能享受本质保条款的第二条退款服务。

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

按照此政策，如果故障产品退回到贝瓦科技，并且经贝瓦科技检查发现没有故障，或者是由于在条款6中所声明的原因导致故障，贝瓦科技将对每件产品收取统一的检查费用，并收取置换产品的全部费用。

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

注意：任何产品的更换都必须得到贝瓦科技的批准，未经同意而更换的任何产品将使相关索赔无效。

## 8. FURTHER RIGHTS AT LAW 更多法律条款

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

除贝瓦科技提供的质保政策外，终端用户和安装商还享有不受本政策限定或替代的法定权利。贝瓦科技提供的所有产品质保，不能排除在消费者法之外。

## 9. OUT OF WARRANTY 出保服务

As for the service for the Products out of Warranty, Bytewatt agrees to provide certain after-sales services to the Product Owner upon the written request addressed to Bytewatt Authorized Service Partner, and all the costs and expenses which include but are not limited to the materials, parts or labour costs, shall be borne by Product Owner. In this case, the Product Owner shall provide a detailed description of defects so that Bytewatt or Bytewatt Authorized Service Partner can detect whether such defect can be cured or not. For the avoidance of doubt, in no event will Bytewatt be liable for the service out of warranty, and this Section 7 will not constitute the promise of Bytewatt to provide such service out of warranty.

对于不在保修范围内的产品，贝瓦科技同意在收到产品所有人提出的书面请求后，向产品所有人提供一定的售后服务，所有成本和费用，包括但不限于材料、零部件或人工成本，均由产品所有人承担。在此情况下，产品所有人将要提供详细的产品故障描述以便贝瓦科技或贝瓦科技授权服务商能判断该故障是否能被修复。为避免生疑，在任何情况下贝瓦科技都不对保修之外的服务负责。本第7条不构成在保修期内提供此类服务的承诺。

## 10. DISPUTE RESOLUTION 争端解决

In case of any dispute in terms of warranty claims, a first-class international testing institute shall be entrusted by Bytewatt and the Product Owner upon mutual consent to provide third-party verification and comments. All fees and expenses shall be borne by the party that demanded such verification procedure unless otherwise agreed. The local courts of China shall have non-exclusive jurisdiction for further disputes about a warranty claim arising from this Warranty.

In case of a judicial assertion, the Bytewatt Authorized Service Partner is not authorized to send or receive lawsuit documents.

This Warranty shall be governed and construed by the laws of the Commonwealth of China, excluding the Convention on Contracts for the International Sale of Goods.

在保修索赔方面发生争议时，由贝瓦科技和产品所有人在双方同意情况下，委托国际一流的检测机构进行第三点验证和论证。除非另有约定，所有费用和开支均由要求进行此类检测的一方承担。中国地方法院对因本质保而引起的有关质保索赔的进一步争议拥有非排他性管辖权。

在司法判决的情况下，贝瓦科技授权服务合作伙伴无权发送或接受诉讼文件。

本质保条款受中华人民共和国法律管辖并受其解释，单《国际货物销售合同公约》约定的除外。

## 11. CONTACT US 联系我们

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## 12. Australian Importer 澳大利亚进口商

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# 13. Appendix 附录

## 13.1 Appendix 1 附录1

| No. | Product Type | Product Name | Warranty Period |
|---|---|---|---|
| 1 | Single-phase Battery Inverter | BW-INV-SPB5K | 10 years |
| 2 | Single-phase Hybrid Inverter | BW-INV-SPH3.6K | 10 years |
| 3 | | BW-INV-SPH5K | |
| 4 | | BW-INV-SPH6K | |
| 5 | | BW-INV-SPH8K | |
| 6 | Three-phase Hybrid Inverter | BW-INV-TPH4K | 10 years |
| 7 | | BW-INV-TPH5K | |
| 8 | | BW-INV-TPH6K | |
| 9 | | BW-INV-TPH8K | |
| 10 | | BW-INV-TPH10K | |
| 11 | | BW-INV-TPH12K | |
| 12 | | BW-INV-TPH15K | |
| 13 | Battery | BW-BAT-4.8S | 10 years |
| 14 | | BW-BAT-9.6P | 12 years |
| 15 | | BW-BAT-9.6P I | |
| 16 | | BW-BAT-9.6P II | |
| 17 | | BW-BAT-9.6P III | |
| 18 | | BW-BAT-9.6P IV | |
| 19 | | BW-BAT-9.6P V | |
| 20 | | BW-BAT-9.6P VI | |
| 21 | | BW-BAT-10.1P | 10 years |
| 22 | | BW-BAT-10.1P II | |
| 23 | | BW-BAT-10.1P III | |
| 24 | | BW-BAT-10.1P IV | |
| 25 | | BW-BAT-10.1P V | |
| 26 | | BW-BAT-10.1P VI | |

## 13.2 Appendix 2 附录2

| Application | Energy Retention | Operating Limitation | Battery type |
|---|---|---|---|
| Solar self-consumption[1] or time-based control[2], and backup[3] | 70% at 10 years following initial installation date | Unlimited cycles | BW-BAT-10.1P |
| Any application not listed above, or any combination of applications that includes one not listed above | 70% at 10 years following initial installation date | 38.38MWh of aggregate throughput[4] | |
| Solar self-consumption[1] or time-based control[2], and backup[3] | 70% at 10 years following initial installation date | Unlimited cycles | BW-BAT-4.8S |
| Any application not listed above, or any combination of applications that includes one not listed above | 70% at 10 years following initial installation date | 18.24MWh of aggregate throughput[4] | |
| Solar self-consumption[1] or time-based control[2], and backup[3] | 70% at 12 years following initial installation date | Unlimited cycles | BW-BAT-9.6P I |
| Any application not listed above, or any combination of applications that includes one not listed above | 70% at 12 years following initial installation date | 39.36MWh of aggregate throughput[4] | |
| Solar self-consumption[1] or time-based control[2], and backup[3] | 70% at 12 years following initial installation date | Unlimited cycles | BW-BAT-9.6P |
| Any application not listed above, or any combination of applications that includes one not listed above | 70% at 12 years following initial installation date | 39.36MWh of aggregate throughput[4] | |

1 Store the energy generated by the solar array and use the stored solar energy for daily self-consumption.
2 Store energy generated by the grid or solar arrays and use the stored energy for time-of-use load shifting.
3 Store energy generated from the grid or solar arrays and use the stored energy as backup power.
4 Measured at the battery AC output.

| No. | Product Name | Nominal Energy | Minimum Throughput Energy |
|---|---|---|---|
| 1 | BW-BAT-4.8S | 4.8kWh | 18.24MWh |
| 2 | BW-BAT-9.6P I | 9.6kWh | 39.36MWh |
| 3 | BW-BAT-9.6P II | 19.2kWh | 78.72MWh |
| 4 | BW-BAT-9.6P III | 28.8kWh | 118.08MWh |
| 5 | BW-BAT-9.6P IV | 38.4kWh | 157.44MWh |
| 6 | BW-BAT-9.6P V | 48kWh | 196.8MWh |
| 7 | BW-BAT-9.6P VI | 57.6kWh | 236.16MWh |
| 8 | BW-BAT-10.1P | 10.1kWh | 38.38MWh |
| 9 | BW-BAT-10.1P II | 20.2kWh | 76.76MWh |
| 10 | BW-BAT-10.1P III | 30.3kWh | 115.14MWh |
| 11 | BW-BAT-10.1P IV | 40.4kWh | 153.52MWh |
| 12 | BW-BAT-10.1P V | 50.5kWh | 191.9MWh |
| 13 | BW-BAT-10.1P VI | 60.6kWh | 230.28MWh |
| 14 | BW-BAT-9.6P | 9.6kWh | 39.36MWh |