

# eCactus Limited Warranty

**Applicable Country: Australia**

**Effective Date: 2021.01.01**

**Applies to :WH-SPA3.68H、 WH-SPA5.0H**

**Notes:**

**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.**

This limited warranty letter (herein after "Warranty") as described below applies to eCactus WH-SPA series (herein after "Products") supplied by Jiangsu Weiheng Intelligent Technology CO., LTD. (herein after "WifoPro") to customer via the way authorized by WifoPro.

## **1, Warranty Period**

WifoPro warrants that we will repair or replace (at our option) a Product or any part thereof, if such Product is faulty or defective in manufacture or materials for a period of 10 years from the initial(first) installation date.

During this period, only the hardware costs of the spare inverter to replace the fault inverter will be borne by WifoPro. The extra costs, including but not limited to shipments, direct and indirect labor costs of inverter owner, installer or any third-party, on-site labor costs, taxes and duties, will not be covered by the spare parts warranty.

## **2, Claim Procedure**

### **1)Who can make a claim?**

Warranty claims can be made by or on behalf of the end user who acquired and put the Product into use for the first time. A subsequent owner of the Product who provides proof of ownership is also entitled to make Warranty claims

### **2) Claim Process**

If a Product fails within the Warranty period, the end-user must stop using the Product or the system in which the Product is installed as the case may be by isolating the Product from any energy source, make a claim as soon as possible and follow all instructions provided by us, or our representative or agents.

Nov. 2020

When contacting us either online or Email, please have the following information to hand:

1	Installation Date*	
2	Invoice Number*	
3	Inverter*	WH-SPA3.68H、WH-SPA5.0H
4	Inverter Configuration	
5	Serial Number of the Inverter	
6	Software Version of Inverter	
7	Working Mode	e.g. On-Grid +Backup
8	Place	e.g. in door
9	Comments	
10	Error Information	
11	Country	
12	Street and Number	
13	Postcode and City	

**Contact information:**

**WifoPro Service**

**Address: 888 Chunliubei Road, Yangzhong City, Jiangsu Province**

**Service Mailbox: wifoserver@wifo-china.com**

**Telephone: +86 0511 85159106 (CN):**

**Web: ecactus.wifopro.com**

**Importer Information:**

**Company Name: Solar System Pty Ltd**

**Address: Unit 4,142 James Ruse Drive Parramatta NSW 2150**

**Telephone: 0406927802**

**Email: sunny@solarsystemaus.com.au**

**Web: <https://www.solarsystemaustralia.com.au/>**

**3) Cost of claim**

Costs of Submitting a Warranty Claim For invalid claims under this Warranty, we will not be liable for the end-user's costs in making the warranty claim, including transport or return freight. In respect of valid claims under this Warranty, the end-user will not be charged for reasonable costs associated with the making of a warranty claim, including warranty processing costs, the cost of replacement parts or freight, and labor cost associated with the Products removal and installation. Reimbursement for necessary and reasonably incurred costs or expenses in making valid warranty claims under this Warranty may be claimed from us.

If the Product is found not to be defective (either under this document or the Australian Consumer Law) or the Warranty has expired, the Claimant will be responsible for the call out fees, transportation and shipping fees and/or repair costs invoiced by the WifoPro or the authorized seller.

**3, Preconditions for Warranty**

- 1) The Products must have been installed and correctly commissioned by an authorized and licensed installer. The installation of the Product for the End User shall be completed within

maximum 1 month from the Invoice Date. Proof may be required of correct commissioning of the Product (such as certificate of compliance). Claims for failures due to incorrect installation or commissioning are not covered under this Warranty.

- 2) Where a Product or part thereof is replaced or repaired under this Warranty, the balance of the original Warranty period will apply. The replacement product or part(s) do not carry a new voluntary warranty.
- 3) The Product must have its original serial number and rating labels intact and readable.
- 4) This Warranty does not extend to any Products that have been completely or partially disassembled or modified, except where such disassembly is carried out by WifoPro.
- 5) The terms of this Warranty cannot be amended except in writing by one of our authorized officers.
- 6) This Warranty only applies to Products purchased by an end-user from us directly or a reseller where the Products have been sold to the reseller by us directly.
- 7) Any warranty claim under this Warranty must meet the requirements set out below in the “Claim Process” section.
- 8) End User shall correctly operate and use the Product according to User Manual and Installation Guidance (available on the website: [ecactus.wifopro.com](http://ecactus.wifopro.com)).
- 9) The operating temperature during the operation of the Product must not exceed -35°C~60°C temperature range.
- 10) The Product installation location must be ventilated in accordance with the requirements of User Manual and Installation Guidance.

#### **4, General Exclusions**

The Warranty does not apply to any defect resulting from any of the following, each of which may result in your Warranty being voided: (i) abuse, misuse or negligence; (ii) as a result of changes which occur in the condition or operational performance of the Product due to climate or other environmental influence, foreign material contamination (e.g. dirt, smoke, salt, chemicals and other impurities), water entry, exposure to excessive heat or solvents or because of use of the Product with insufficient ventilation (in particular the maximum temperatures according to the operating manual), exposure to strong vibrations, exposure to a strong magnetic field or damage as result of Force Majeure event outside the reasonable control of WifoPro; (iii) storage, installation, commissioning, modification or repair of the Product, or opening of the external casing of the Product, that is performed by none authorized installer or rather than WifoPro; (iv) failure to operate or maintain the Product in accordance with the owner’s manual; (v) any attempt to modify the Product, whether by physical means, programming or otherwise, without the express written consent of WifoPro; or (vi) removal and reinstallation of the Product at a location other than the original installation location, without the express written consent of WifoPro; (vii) due to accidental damage, theft or vandalism, or use of the Product for a purpose or in environmental conditions for which the Product were not designed for or sold, or use of the Product outside the specified or normal operating ranges for such Products. (viii) All other costs including but not limited to compensation from direct or indirect damages arising from the defective device or other facilities of the PV system, the battery system or loss of electrical power generated during the product downtime.

In addition, this Warranty does not cover (i) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance of the Product; (ii) noise or vibration

that is not excessive or uncharacteristic and does not impact the Product's performance; (iii) damage of deterioration that occurs after the expiration or voiding of the Warranty period; (iv) damage of Products arise due to renewal of the national or regional laws or regulations.

## **5, Remedy for Breach of Warranty**

1) Subject to the exclusions and limitations set out above, if the Product fails to comply with the Limited Warranty, WifoPro will repair or replace the nonconforming Product or parts thereof within the Warranty term at no charge on the following conditions.

2) Whether to repair or replace the Product will be determined by WifoPro in its sole discretion.

3) The Product or any of its parts to be replaced will have the same performance and reliability as the original Product. If the production of the relevant type of the Product or any of its parts have been discontinued, withdrawn from the market, or are otherwise unavailable, WifoPro may replace the Product or parts with a similar Product or part (which may include previously used parts that are equivalent to new in performance and reliability). Due to technical advances it is possible that replacement parts or components may not be compatible with the other components already installed. Any costs relating to the incompatibility of systems is not covered by this Warranty. If the products are replaced within the Warranty period, the remaining warranty period will be automatically transferred to the replacement products. In this event, you will not receive a new certificate.

4) If it's proven that the problem was caused by faulty installation, WifoPro reserves the right to contact the original installer and request that they provide a solution to fix the issue before WifoPro's intervention and may charge the subsequent cost to the original installer if they fail to provide a proper solution to fix this issue.

## **6, Warranty Restriction**

Unless otherwise specified herein, to the extent permitted by applicable law, the Warranty Letter and above remedies shall be exclusive and replace all other guarantees and remedies, oral or in writing, expressed or implied. To the extent permitted by applicable law, WifoPro expressly reject any and all legal or implied warranty, including but not limited to warranties of merchantability, fitness for a particular purpose and hidden or potential defects. If WifoPro cannot abandon implied warranty as prescribed by applicable law or the guarantee specified by applicable laws, all of such guarantees and warranties shall limit to implied warranty as prescribed by applicable law or the scope within applicable laws and shall be under mandatory application according to applicable law. No distributor, agent or staff of WifoPro and / or WifoPro Authorized Service Partner is authorized to make any revision, extension or addition to the quality warranty. The legality and enforceability of remaining clauses herein shall not be affected or damaged if any of clauses herein is adjudged to be illegal or unenforceable. Unless otherwise specified herein, to the maximum range permitted by applicable law, WifoPro will not be liable for any direct, indirect, special, accidental or derivative losses caused by the purchase or use of Products and its system, including but not limited to the loss of use, loss in income, actual or expected loss in revenue (including contract revenue losses), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, personal injury or damage loss, or the indirect or derivative loss or damage (including any expense arising from the replacement of equipment and property, resumption of production, etc.) caused by any reasons.

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WIFOPRO'S LIABILITY FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY END USER TO WIFOPRO FOR SUCH PRODUCT GIVING RISE TO THE LIABILITY. EXCEPTED FROM THIS IS LIABILITY ON THE GROUNDS OF CULPABLE INJURY TO LIFE, PHYSICAL INJURY OR INJURY TO HEALTH AND TH