

GivEnergy[®]

2021

Hybrid Inverter
Limited Warranty

Limited Warranty Information

Hybrid Inverter

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1. Purpose

GivEnergy is a brand of JM Hing power Ltd and is the main supplier and manufacturer of the GivEnergy Hybrid Inverter. For the purpose of this Warranty, GivEnergy is referred to as the "supplier" of the product and warrants that your product is (a) of acceptable quality and (b) does not have any latent defects.

2. Product Types Covered

HY3.6

HY5.0

3. Warranty Conditions

3.1. Warranty Period

The Performance Warranty for this Product is valid for 5 (five) years from the initial date of installation and commissioning by an approved installer (the "Term of Performance Warranty"). Any replacement parts / products will be subject to the remainder of the original Warranty Period as set out in section 6. This is not associated with a durability warranty.

3.2. Limitation of Warranty Scope

liability under this Warranty shall be limited to replacement, repair or refund using either new or refurbished goods at our discretion (refer also section below: "6 About Service Products and Parts"). Any replacement parts / products will be subject to the remainder of the original Warranty Period. The Warranty applies to the specific Hybrid Inverter referred to above in clause 2. "Product Types Covered".

3.3. Warranty Transferability

This Warranty is transferrable to subsequent owners by providing proof of ownership and on the condition the product remains at the original installation location. It is the responsibility of the current system owner to ensure the product has continued and constant internet connectivity at the premises of installation during the Warranty Period. This is a mandatory requirement for Warranty Purposes.

3.4. Warranty Exclusions

This section identifies what is excluded from the Limited Warranty. In general, within this Warranty, disclaiming any liability for failures unrelated to defective design, workmanship and materials that includes (but not limited to) failures, damages or claims caused by

- Transportation damage
- Normal wear and tear
- Any consequential or indirect loss, costs or damages which you suffer or incur
- Deliberate or negligent damage, or damage caused by failing to follow operating instructions
- Failure to comply with the suppliers' installation and operations manual or observe maintenance instructions
- Force majeure (e.g. lightning)
- Damage caused by connection to the wrong voltage, power outages, electrical power surges or improper supply voltage
- Damage caused by water, vermin or insects
- Improper storage of the product, if delivered prior to installation
- The product is removed or transferred from the original installation location without written consent.
- Incorrect installation or commissioning
- Insufficient ventilation of the inverter (refer manual)
- Failure to observe relevant and applicable safety regulations
- Wiring, repair, alteration, disassembly, modification or replacement by someone other than supplier certified personnel
- External impacts including but not limited to:
 - Insufficient ventilation
 - Power failure surges, inrush current, lightning
 - Vandalism, flood, lightning, storm, fire, accidental breakage
- Use of an incompatible or unauthorized source of energy supply, rectifier or PCS
- Factory settings that have been modified during the Warranty Period. i.e. factory settings are NOT to be modified
- Commercial use or third party control outside of our partners

4 Warranty Performance (Standard)

GivEnergy guarantees that the product performs its conversion of energy function as expected during the Warranty Period. If the inverter becomes defective during the Warranty Period and it is possible and reasonable, we will perform its Warranty as per below.

5 Out of Warranty Policy

We are committed to supporting our customers and all products purchased from us. In cases where damage to the product is not caused by our system, we will provide services and/or product replacement with all costs borne by the customer. Costs may include, but are not limited to, labour, materials, storage, transportation, disposal, duties & taxes and any associated costs. We will provide a cost estimate to the customer and will require signed authorisation to proceed. Some costs may require payment prior to work commencing.

6 About Service Products & Parts

Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair goods. Refurbished parts which are of equivalent model condition, age and value to the defective parts are guaranteed by us.

In the event products or replacement parts are not available in the market anymore, at our discretion may replace with an alternative product with equivalent functions and performance. In this case, the remainder (only) of the Warranty entitlement will be transferred to the repaired or replacement inverter.

The inverter Warranty may, at the discretion of GivEnergy, also consist of a replacement inverter of similar model and value in the circumstances that restoration of the faulty equipment is not successful or of reasonable repair cost.

For private (residential consumers) use customers only, the Warranty includes shipping and one single on-site repair cost associated with each valid warranty repair.

7 Warranty Claim

Prior to making a claim, the owner should confirm (where possible) via the monitoring portal that the product is performing below its warranted performance. Following this, to make a claim, the customer should contact GivEnergy or its distributor (seller) as soon as a problem is detected and confirmed. GivEnergy cannot be held responsible or liable for additional damages (of any kind) caused by delayed notification of a repair claim. It is the responsibility of the system owner to identify and report any fault concerns.

Acting immediately will aim to minimise risk and losses and to avoid any further potential damage. Following the owners' report of a fault, the supplier will remotely access and monitor the system to determine if the system is performing abnormally and below its warranted performance in an attempt to rectify any issues remotely. Once submitted, any Warranty Claim that does not require a call-out fee will not attract a fee to the claimant.

For any systems which do not have remote monitoring available (e.g. system is no longer connected to the customers' Wi-Fi), the technician may need to attend the property to review. A call-out service fee will apply as per the supplier's standard call-out fees.

As at the publishing and distribution date of this Warranty document, the maximum re-imbursalment for a call-out fee (excluding parts) is as follows: charge of £300 +VAT. This rate may change at any time in the future without prior notification to the buyer.

The service call-out fee will be payable upfront by the system owner. In the event the fault is repairable under this Warranty, the customer can claim reimbursement of the call-out fee. The customer will be automatically entitled to a reimbursement of the call-out fee if the Warranty Claim is fully successful and will be refundable within the period of repair or within a reasonable and practical time frame.

Once the customer and supplier have confirmed a product is entitled to a Warranty Claim, the below claim processing policy needs to be followed .

8. Claim Processing Policy

For all claims processing, a Claim Form must be completed with an attached Proof of Purchase document. If Proof of Purchase documentation is not available, then contact with the supplier is required for alternative verification – such as confirmation via the manufacturers monitoring portal. The Claim Form below can be used and sent to the below address.

GivEnergy Ltd
Unit C4 Fenton trade park
Fenton industrial estate
Stoke-on-Trent
ST4 2TE

Hours of operation: Monday – Friday 09.00am – 5:00pm

On receipt of the Warranty Claim Form, we will remotely access your system to determine its performance and ascertain any abnormal activity whilst assisting with instructions to rectify any faults. In the event that the system cannot be remotely monitored or a technician is required to attend your property, a service call-out charge will apply. If the fault is considered repairable under this Warranty, you may claim reimbursement of the call-out fee. If, however someone other than the supplier or some event beyond the suppliers control, has caused the inability to monitor the product (such as an internet outage) then the call-out fee will remain a valid and payable fee by the owner whether a Warranty Claim is submitted or not.

All claims require a claim form for processing. Consumers having difficulties submitting this claim form should contact their supplier for assistance. We will respond to the claim form within two business days of its receipt.

9. Applicable 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.

The benefits to the consumer given by the Warranty are in addition to any other rights and remedies of the consumer under a law in relation to the goods or services to which the Warranty relates. This Warranty only applies to the Buyers who have purchased the products for their own use, maintain internet connectivity and have no third party controls and not used commercially.

9. Warranty Form

Customer Information

Name: _____

Address: _____

City: _____ Post Code: _____

Tel: _____ Fax: _____ E-mail: _____

System Information

Faulty Product(s) Serial Numbers: _____

System Commissioning Date: No. _____ Product Models: _____

of Product(s) Used: _____ Bill of Lading Date: _____

Fault Product(s) Quantities: Fault _____ Fault Time/Date: _____

Message(s) or Code(s): Brief Fault _____

Description and Photos:

Installation Information

Module Used: _____ Module Type: _____

Module Quantity: _____ Module Quantity Per String: _____

Installation Company Name: _____

Installer Name: _____

For the information on our warranty terms and conditions, please see our website: www.givenergy.co.uk All fields must be completed in order to process claim.

Customer

Signature: _____ Date: _____