



# PYTES (USA) Energy, Inc

920 S Holgate St, STE 106, Seattle, Washington, 98134 USA

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## LIMITED WARRANTY COVERAGE

This Limited Warranty (“the Warranty”) applies to the PYTES Energy, Inc. (“PYTES”) R-BOX Series\R-Bracket\Forest Series (“Product”), whose warranty obligations are subject to the Conditions below. PYTES Energy warrants this Product to be free from defects in workmanship and materials for the duration of the 2-year Limited Warranty Period.

## 1. LIMITED WARRANTY

The term of this Warranty (i) begins on the original date of purchase of the Product as indicated on the Limited Warranty Registration Card submitted to PYTES and (ii) continues through the Limited Warranty Period. This Warranty applies only to the original end-use purchaser of the PYTES Product and is transferable only if the PYTES Product remains installed in the Original Use Location. PYTES does not warrant or guarantee workmanship performed by any person or firm installing the PYTES Product. This Warranty does not cover the cost of installation, removal, shipping or reinstallation.

This Limited Warranty applies only to the Product:

- (a) purchased from PYTES or an authorized distributor, dealer, or reseller and;
- (b) properly installed by a licensed professional; The liability of PYTES under this Limited Warranty shall be limited to the repair or replacement of the Product, at our sole discretion. PYTES will not be responsible for any other types of losses or costs of any type pertaining to the use of its products. If the PYTES product is found to be defective as a result of any manufacturing defect in materials and workmanship during the Limited Warranty Period, PYTES will either (i) repair the Product, (ii) replace the Product. (ii) Replace the Product with a similar PYTES Product (iv) will credit the remaining depreciated value of the Product to be applied to the purchase of a new PYTES Product. If a PYTES Product is replaced, the defective Product will become the property of PYTES and must be returned to PYTES.
- (c) and is installed in the United States of America.

The Warranty period of any repaired PYTES Product or its replacement is twelve (12) months from the date of shipment from PYTES, or the remaining term of the Limited Warranty Period, whichever is greater.

## 2. Warranty Limitations

This Warranty is applicable only to the components and labor related to the PYTES Product. Components reasonably deemed to be disposable, such as replacement air filters and fuses are not covered by this limited Warranty. The PYTES battery units within



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the Product will be covered under PYTES's 10 Year Limited Warranty; not under this Warranty. Please refer to the PHI Warranty for how to register and complete the warranty process for the PYTES batteries.

This Warranty does not cover:

- Damages caused by or resulting from third-party site preparation, which may include but is not limited to foundation preparation, concrete or gravel mounting pads, security enclosures, and required drainage.
- Damages caused by or resulting from an unauthorized third-party PYTES Product installation.
- Damages caused by or resulting from electrical work external to the PYTES Product, including but not limited to any electrical conduits, connects to facility electrical boxes, connections to any grid or micro-grid system.
- Damages caused by or resulting from installation or removal, alteration or disassembly.
- Normal wear and tear.
- Accident or physical abuse (e.g., being dropped, etc.).
- Corrosion (e.g., due to inappropriate environmental exposure).
- Damages caused by or resulting from repair or service provided by an unauthorized repair facility, lightning or other unmitigated electrical event.
- Damages caused by or resulting from fire, flood, acts of God, or force majeure.
- Damages caused by or resulting from excessive heat or cold conditions.
- Damages caused by or resulting from shipping or transportation.
- Any incidental or consequential damages caused by other components of the power system including but not limited to inverters, charge controllers, breakers, bypass switches, fuses, etc.
- Any Product whose serial number has been altered, defaced or removed.
- Damage caused by or resulting from operation in a non-intended use, or a use which exceeds the recommended or permitted limits or loads of the Product.
- A Product that has not been installed or repaired by PYTES or an Authorized Partner.
- A Product that has been used or maintained other than in accordance with PYTES's operating instructions or as set out in the technical data specification sheet and manual provided with the PYTES Product.
- A Product in which the calculations and connection to the electricity network have not been carried out in accordance with PYTES's instructions.
- A Product that has been used with spare parts and accessories which do not comply with the original specifications issued by PYTES.
- Negligence on the Customer's part.
- Faults or defects caused by third parties, including work done by unauthorized or authorized service repair agents.
- Damages caused by excess voltage within the main supply network to which the PYTES battery is connected.
- Any costs or expenses incurred by the Customer for the procurement of substitute equipment or services.
- Any unauthorized changes or repairs of any without explicit written permission by



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PYTES's technical support.

- A Product that did not undergo scheduled maintenance measures in compliance with the maintenance instructions and remarks.
- Any transport or travel costs incurred by the Customer.
- Any loss of revenue or savings resulting from Product downtime.
- Any loss of profits, or any other indirect damages.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY APPLICABLE TO THE PYTES PRODUCT(S). PYTES EXPRESSLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES OF THE PYTES PRODUCT(S), INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY AFTER THE LIMITED WARRANTY PERIOD. PYTES ALSO EXPRESSLY LIMITS ITS LIABILITY IN THE EVENT OF A PRODUCT DEFECT TO REPAIR OR REPLACE IN ACCORDANCE WITH THE TERMS OF THIS LIMITED WARRANTY. ANY AND ALL LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PYTES PRODUCT(S) NOT BEING AVAILABLE FOR USE OR LOST REVENUES OR PROFITS, EVEN IF PYTES HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, ARE EXPRESSLY EXCLUDED FROM THIS LIMITED WARRANTY. SOME STATES (OR JURISDICTIONS) MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

If there is any inconsistency between this Warranty and any other agreement or statement included with or relating to the PYTES Product or services, this Warranty shall govern. If any provision of this Warranty is found invalid or unenforceable in a specific state, it shall be deemed modified to the minimum extent necessary to make it enforceable and the remainder of this Warranty shall remain valid and enforceable according with its terms.

### **3. Consumer Protection and Other Laws May Apply**

Some states do not allow limitations on how long an implied Warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. Some states may provide for additional Warranty rights and remedies, and the provisions contained in this Warranty are not intended to limit, modify, take away from, disclaim or exclude any mandatory Warranty requirements provided by states, including certain implied warranties. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Your acceptance and use of the Product constitutes acceptance of the terms, conditions

and limitations of this Warranty. The terms, conditions and limitations of this Warranty will supersede any other agreement or document relating to the subject matter hereof, including, but not limited to, the terms and conditions that are part of a purchase order covering the Product or other document sent to PYTES by you relating to the Product.

## 4. Forfeiture of Warranty

- The Product is operated outside of product specifications (refer to Appendix A).
- Electrical or mechanical changes are made to the Product, outside of third-party related RMA issues or necessary product replacements.
- The Product is physically damaged in any way.
- The Customer re-sells all or part of the Product to another party, unless it is authorized in advance and in writing by PYTES.

## 5. Claims Process

In order to make a claim under this Limited Warranty, please contact the PYTES certified installer who sold you the Product. If you are unable to contact the PYTES certified installer who sold you the Product, or if you purchased the Product directly from PYTES, you should contact PYTES at the address, email address or telephone numbers mentioned below. For a warranty claim to be processed, it must include (i) proof of the original purchase of the Product and any subsequent transfers of ownership, (ii) a description of the alleged defect(s), and (iii) the Product's serial number and original installation date. Prior to returning any Product to PYTES, you should obtain an RMA (Return Merchandise Authorization) number from PYTES by submitting a Service Request Form at the link indicated below.

To request Warranty service, your Installer/Distributor/Supplier must contact PYTES Technical Support in writing at [ess\\_support@pytesgroup.com](mailto:ess_support@pytesgroup.com) within the Limited Warranty Period. Either PYTES or its authorized representative will attempt to troubleshoot the PYTES Product(s) at the Original Use Location to determine whether the PYTES Product(s) are defective. If PYTES determines that Warranty service is required Technical Support will assist in getting authorization for a Return Material Authorization ("RMA") number and instruct you how to submit the RMA through [ess\\_support@pytesgroup.com](mailto:ess_support@pytesgroup.com). To be prepared for Technical Support assistance you need to provide in writing to your Installer/Distributor/Supplier all the following information (at a minimum):

- Proof of date and place of purchase in the form of a copy of the purchase invoice for the original PYTES Product(s)
- The PYTES Product model number and serial number
- A picture of the PYTES Product(s) and the installation

- A copy of the installation protocol
- Address where the PYTES Product(s) are located
- Description of the problem

Events / symptoms leading up to the problem with the PYTES Product(s)

Resolutions attempted

After receiving the RMA number, you must pack the Product authorized for return, along with the information described above, in the original PYTES Product shipping container or packaging providing equivalent protection. PYTES is not responsible for shipping damage caused by an improperly packaged Product, the repairs this damage might require, or the cost of these repairs. And you only need to bear the shipping cost of returning the Product to the warehouse of original purchaser.

## 6. Contacting PYTES

To obtain technical support or Warranty service, please contact us as follows:

**Company:** PYTES (USA) Energy, Inc.

**Website:** <http://www.pytesgroup.com/index>

**Address:** 920 S Holgate St STE 107, Seattle, WA 98134, USA.

**Post Code:** 98134

**Telephone:** +1 206 407 4974

**Email:** [ess\\_support@pytesgroup.com](mailto:ess_support@pytesgroup.com)

## 7. Warranty Registration

Instructions for Warranty registration:

You can complete our online Warranty Registration at the following link:

<https://simpliphipower.com/support/warranty-registration/>

Alternatively, you can complete the attached form, scan, and email it to [Info@SimpliPhiPower.com](mailto:Info@SimpliPhiPower.com), or fill out the form, detach, affix First Class postage, include your return address, fold and tape shut with clear tape on bottom and sides before mailing. We recommend you keep a copy of your completed Warranty Registration Form for your records. This form is for product registration. Failure to complete and return the form does not diminish the consumer's Warranty rights. It is important that you complete the Limited Warranty Registration Form since that is the only way PYTES knows and can track the Original Use Location and the PYTES Product(s) in question.