

SUNGROW Supplier’s Warranty for PowerStack

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Effective date: 1 January 2024

1 DEFINITIONS

- 1.1 **“Certified Personnel”** means any natural person who has received and passed all required training in order to handle the Products.
- 1.2 **“Defect”** means any fault, imperfection or shortcoming in the quality, quantity, potency, or standard of the materials or workmanship which is pledged by SUNGROW or is required to be maintained by or under any law for the time being in force under any contract or purchase order signed between the Customer/ End-User, provided that such fault, imperfection or shortcoming happened during the process of manufacturing of the Product. For clarification, Defects do not include normal wear and tear or any changes in the Product's appearance (such as scratches, stains, mechanical wear, rust, or mold) as long as they do not affect the Product's functionality. “Defective” shall have the same meaning.
- 1.3 **“End-User/Customer”**: The individual or entity which owns the Product for which service will be performed under the warranty.
- 1.4 **“Extended Warranty”** means the warranty that may be purchased to extend, on the same terms, the standard warranty, as per Schedule E.
- 1.5 **“Manual”** means SUNGROW's storage, transportation, installation, operation and maintenance guideline for the Product covered under this Warranty.
- 1.6 **“Notification”** means the communication by the Customer/End-User to SUNGROW, to exercise their rights under this Warranty in the event of a Defect.
- 1.7 **“Product”** means each of the SUNGROW products set out in Schedule A, which have been directly purchased from SUNGROW.
- 1.8 **“Site”** means the location where the Product is installed.
- 1.9 **“Service Personnel”** means any employee, agent or other third party authorized directly by SUNGROW to conduct work under this Warranty.
- 1.10 **“Standard Warranty”** or **“the Warranty”** means this supplier's warranty for the Product.
- 1.11 **“Standard Warranty Term”** or **“Warranty Term”** means the term of the Standard Warranty, starting on the Warranty Commencement Date and expiring as specified in Schedule A.
- 1.12 **“Warranty Commencement Date”** means the date set out in Schedule B when the Standards Warranty Terms start.

2 OVERVIEW

- 2.1 This Warranty is effective for SUNGROW Products, as set out in this document.
- 2.2 This Warranty is applicable for all Products produced by SUNGROW, from 25 March 2024 and is in place until a new Warranty is issued by SUNGROW.
- 2.3 The Warranty is provided by Sungrow Italy S.r.l., IT (in the following as "SUNGROW").
- 2.4 This Warranty can be claimed by the End-User/ Customer of the Products.
- 2.5 This Warranty applies in addition to the Customer/End-User's legal rights and remedies under local laws that cannot be excluded or limited. The terms of this Warranty will apply to the extent permitted by applicable law.
- 2.6 This Warranty is offered by SUNGROW as a Standard Warranty. SUNGROW reserves the right

to offer contractually agreed upon special Warranty conditions. In this case, the special Warranty conditions will be stated in a separate document in relation to the specific Products.

3 LIMITED PRODUCT WARRANTY

- 3.1 SUNGROW warrants that the Products are free from Defects.
- 3.2 In event that a Product is found to be Defective and SUNGROW accepts a claim under this Warranty, SUNGROW may at its discretion choose to either repair or replace the Product.
- 3.3 The Warranty is applicable for the Standard Warranty Term.
- 3.4 At the date of sale, the Customer/End-User may purchase an Extended Warranty, which will be applicable after the expiration of the Standard Warranty Term, as per Schedule E. After the date of sale, SUNGROW may at its discretion offer an Extended Warranty or additional service options, which will be applicable after the expiration of the Standard Warranty Term and at a cost to be agreed upon by the parties.
- 3.5 Any replaced Product or part of the Product shall assume the remaining Standard Warranty Term of the original Product or part of the Product.
- 3.6 If in the case of Clause 3.5, the remaining Warranty Term on the original Product is less than one (1) year, the Warranty Term for the replaced Product or part of the Product will be extended to one (1) additional year from the date of replacement.

4 VALIDITY

- 4.1 This Warranty is only valid in the following areas/countries:
European Union (Austria, Belgium, Bulgaria, Denmark, Croatia, Cyprus, Czech Republic, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Sweden, Slovakia, Slovenia, Spain); Albania, Belarus, Bosnia and Herzegovina, Montenegro, North Macedonia, Norway, Serbia, Switzerland, United Kingdom, Turkey and Israel.

For clarification, countries not listed in the first paragraph of this Clause have different warranty conditions.

Any overseas territories that belong to the countries listed in this clause 4.1 are excluded from covered by this Standard Warranty.

- 4.2 The Standard Warranty shall not extend to cover any items, parts or components which have been added to or integrated into the Product by the Customer/ End-User or any other third party. The Standard Warranty shall only apply to the Products originally supplied by SUNGROW.
- 4.3 SUNGROW's obligations under this Warranty are expressly conditioned upon receipt of all payments associated to the delivered Products (including interest charges, if any). If the payment owed to SUNGROW is not duly paid by the Customer/ End User in accordance with Clause 7, SUNGROW shall have no obligation under this Warranty until the payment is duly made.
- 4.4 SUNGROW shall only cover shipment costs and customs fees according to DDP Incoterms 2020 for the countries being part of European Union (including the United Kingdom).
- 4.5 For countries that are not part of the European Union, Ex-Works (EXW) Incoterms 2020 shall apply, unless agreed otherwise.

5 NOTIFICATION

- 5.1 If any Product is considered to suffer a Defect while under the Warranty, the Customer/ End-User shall as soon as practicable issue a notification through SUNGROW's platform www.gsp.sungrow.cn/ the "Notification"). To raise a Notification for a Defect under this Warranty following information shall be provided:

- a) Product name and corresponding serial number,
- b) Proof of purchase,
- c) Evidence, in the form of reports, of conducting regular or corrective maintenance as applicable, and
- d) A brief description of the Defect including any failure code and any actions taken by the Customer/End-User regarding the Defect.

SUNGROW reserves the right to request additional information to process the claim.

5.2 SUNGROW will respond to the Notification in a timely manner by either:

- a) accepting the claim with the service ticket number, or
- b) rejecting the claim providing appropriate reasons by email.

6 EXECUTION

6.1 Following the successful issuance of a Notification and the acceptance of the claim by SUNGROW, the following remedies may apply at the discretion of SUNGROW:

- a) Replacement of the Defective Product or part of the Product.

SUNGROW reserves the right to supply a refurbished Product as a replacement.

SUNGROW reserves the right to supply a different Product of similar technical specification.

- b) Dispatch of Certified Personnel to the Site (applicable to utility products only) for investigation and/or repairs.
- c) Investigation and repair of any Defective Product or its parts in a SUNGROW workshop or authorized third party service location.

A plan of action shall be presented to the End-User for the repair of the Defective Product, to be accepted prior to the execution of any activity.

6.2 Post replacement, title of the Defective Product transfers to SUNGROW. The claimant agrees to securely store the Defective Product for SUNGROW's collection within 30 calendar days from the replacement.

7 PAYMENT

7.1 Any payment due by the Customer/ End-User to SUNGROW shall be settled within thirty (30) calendar days from the date of SUNGROW's invoice date.

7.2 If the Customer/End-User does not settle a payment in accordance with clause 7.1 within thirty (30) calendar days from the date of SUNGROW's invoice date, the Customer/End-User will be in default and will owe 5 % of default interest as far as this is allowed by applicable law or will owe the default interest rate allowed by applicable law if a default interest rate of 5% is not allowed by applicable law. Any payment the Customer/End-User makes to settle the due payment and the due default interest payment will first be deemed to settle the due default interest payment and then the due payment.

8 EXCLUSIONS

8.1 This Warranty does not cover any damages and/or losses caused by:

8.1.1 Improper transportation, handling or delivery caused by the installer, Customer/End-user, where

- transportation, handling or delivery are their responsibility.
- 8.1.2 Failure of the Customer/End-User to duly inspect the Products upon arrival to the agreed delivery location or to formally notify SUNGROW of any visual damage or visual Defect immediately after Products arrived at the location or Site, or to formally notify SUNGROW within seven (7) calendar days of arrival at the location or Site of any visual physical Defects which become apparent upon unpacking of the Products.
 - 8.1.3 Failure by a party other than SUNGROW to comply with applicable laws and standards at any stage.
 - 8.1.4 Failure by a party other than SUNGROW to properly store the Product before installation as per the Manual, unless SUNGROW was responsible for the storage the Product.
 - 8.1.5 Site or installation being non-compliant with applicable regulations and standards for the proper functioning of the products.
 - 8.1.6 Improper installation (electrical and mechanical), removal from or any other handling of the Product on Site;
 - 8.1.7 Use of the Products beyond the conditions outlined in the Manual or SUNGROW's technical and operational specifications.
 - 8.1.8 Neglect, abuse, misuse, improper maintenance, or lack of maintenance, as opposed to the instructions in the Manual. This includes maintenance not being executed by Certified Personnel.
 - 8.1.9 Adjustment or alteration in the Products or the design of the project affecting the proper performance of the Products, if not authorized prior to the adjustment or alteration in writing by SUNGROW.
 - 8.1.10 Voltage surge coming from PV array (DC side) or from grid (AC side).
 - 8.1.11 Acts of violence or of nature such as, surge, fire, flood, plagues, earthquake, and lightning or any case that may be qualified as force majeure under applicable law.
 - 8.1.12 Damage or accidents caused by a party other than SUNGROW.
 - 8.1.13 Damages incurred by Customer or End-User due to downtimes or other business interruptions of the Product and/or the installation, including, but not limited to, loss of profit, employee costs or third-party costs.
 - 8.1.14 Third-party controllers of the Product or equipment.
 - 8.1.15 Exposure to salt, mist or corrosion over and above the design specification.
- 8.2 This Warranty does not cover fuses, surge suppressors, filters, other consumables, cosmetic or optical damage or wear and tear.
 - 8.3 This Warranty does not cover any cost or activity to validate or procure Site certificate(s), or required recertifications.
 - 8.4 SUNGROW's obligations under this Warranty are excluded if:
 - 8.4.1 The serial number of the Product has been altered, manipulated, or cannot be clearly identified.
 - 8.4.2 The Customer/End-User fails to make any Product subject of a claim available for inspection, testing and correction including firmware/ software updates or does not grant adequate access (remote or on site) to the property/building on or in which the Product is installed.

9 CUSTOMER/END-USER OBLIGATIONS

- 9.1 The Customer/End-User shall store the Products and carry out maintenance as per the Manuals following their delivery, including prior to commissioning. Should any fault, imperfection or shortcoming arise through failure by Customer/End-User to carry out the required actions, SUNGROW reserves the right to void the Warranty of the affected Products.
- 9.2 The Products must be used for their intended purpose within the specifications and environment prescribed in the Products' user Manuals. Best efforts must be taken to protect the Products against further damage if any Defect has been discovered.
- 9.3 The Customer/End-User must grant SUNGROW's Service Personnel free access and permits to the Site as required to conduct any on-site services as soon as the Service Personnel arrives on Site. The Customer/End-User must also ensure that the Site is free from hazards or obstructions,

and that all safety precautions are followed at the Site. Customer/End-User shall hold SUNGROW harmless for any losses incurred by SUNGROW in the event access to the Products by the Service Personnel was not provided by Customer/End-User at the agreed time. In such cases, the End-User shall be invoiced for, and must pay, any costs incurred by SUNGROW as a result of rescheduling the Site visit. Access to Site and services under the Warranty shall be performed during normal office hours, except explicitly otherwise agreed with SUNGROW.

- 9.4 The Customer/End-User is responsible for the performance of third-party equipment or controllers of the Product and ensure that such third-party equipment or controllers of the Product do not adversely impact on-site service.

10 WARRANTY TRANSFER

- 10.1 As long as the Products remain installed at their original Site, the Warranty for the Products transfers automatically to the Customer/End-User who currently owns the Products.
- 10.2 If the Products are relocated to another Site, the transferability of the Warranty is subject to SUNGROW providing written consent, following a site inspection prior to and/or post the installation of the Products, or any other actions deemed reasonable by SUNGROW to approve the transfer of the Warranty to the new Customer/End-User after the change of the location of the Products. For the avoidance of doubt, SUNGROW shall not bear any costs associated with the re-installation of the Products such as transportation, loading/unloading, installation, commissioning, site inspection by SUNGROW etc.
- 10.3 In the event that a Customer or first End-User wishes to transfer the Warranty, they shall communicate to the new End User this Warranty document as well as all the related information.

11 LIMITS OF LIABILITY

- 11.1 Notwithstanding SUNGROW's defects liability under applicable laws, this Warranty constitutes the sole and exclusive remedy for claims against SUNGROW in respect of Defective Products and is in lieu of and excludes all other warranties, conditions, guarantees, or representations relating to the Products, whether verbal or written, expressed or implied, including without restriction, any warranties of merchantability or of fitness for a particular purpose. All other obligations or liabilities on the part of SUNGROW are expressly excluded to the extent permissible under applicable laws.
- 11.2 Notwithstanding SUNGROW's Defects liability and Product liability and any other liability which cannot be excluded under applicable laws, SUNGROW, its affiliates, employees, subcontractors or suppliers shall not be liable for any indirect or consequential damages, including, but not limited to, loss of use, lost profits, loss of revenues, loss of data, loss of production or of any associated equipment, cost of capital, cost of substitute equipment, facilities, services or replacement power, downtime costs and claims of any third parties for such damages due to the Defect of a Product or due to a breach by SUNGROW of the Warranty..
- 11.3 SUNGROW's aggregate liability under this Warranty for a specific Product shall not exceed the total amount of payments received by SUNGROW for the specific Product. For clarification, SUNGROW's liability does not exclude any liability which cannot be limited by law.

12 GOVERNING LAW

- 12.1 This Warranty and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of Italy. If any provision of this Warranty is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any applicable case law or statutory law, the validity of the remaining provisions of the Warranty shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the unenforceable provisions were

replaced by valid, legal and enforceable provisions that come closest to SUNGROW's intention underlying the invalid or unenforceable provision.

- 12.2 The United Nations Conventions on Contracts for the International Sale of Goods (1980) shall not apply to this Warranty or any aspect of any dispute relating to this Warranty.

SCHEDULE A PRODUCTS & STANDARD WARRANTY

The Product covered under this Warranty is the C&I ESS (Commercial and Industrial Energy Storage Systems) Products supplied by SUNGROW.

Commercial name: PowerStack

Applicable to the following Products:

PowerStack ST500CP series	Standard Warranty
ST535kWh-250kW-2h	2 years
ST1070kWh-250kW-4h	
ST570kWh-250kW-2h	
ST1145kWh-250kW-4h	
PowerStack ST200CS series	
ST225kWh-110kW-2h	5 years
ST455kWh-110kW-4h	
Isolation Transformer	
LVS250UD	5 years

SCHEDULE B WARRANTY COMMENCEMENT DATE

Warranty Commencement Date means the earliest of:

1. The commissioning date;
2. Three (3) months after the Product is shipped from the factory of SUNGROW Power Supply Co. Ltd., CN.

SCHEDULE C not used

SCHEDULE D CONDITIONS FOR USAGE

- 1.1 Installation, removal, commissioning and maintenance shall only be done by Certified Personnel. Certification training can be provided by SUNGROW, please contact the nearest office for further guidance.
- 1.2 Preventive maintenance and general upkeep of the PowerStack is End-User's obligation.
- 1.3 The standard warranty for the painting, coating and container will be void in cases: 1) highly corrosive environment ($SO_2 \geq 250 \mu\text{g}/\text{m}^3$), 2) highly hot and humid environment (A $67^\circ\text{F}/19.5^\circ\text{C}$ or higher wet bulb temperature for 3,000 or more hours during the warmest 6 consecutive months of the year and $RH > 85\%$), unless there are special protection measures taken and clearly stated in the agreement between SUNGROW and the End-User/Customer.
- 1.4 For SUNGROW to be able to address issues remotely, it's required for the End-user to install IsolarCloud. The software shall be updated as required by SUNGROW's requests. This will allow remote troubleshooting, updates and other features which will facilitate the efficient operation of the Products. In the event that the End-user does not install IsolarCloud it is noted that delays may take place in rectification of issues and if in-person visits are required to address issues then additional charges will apply.
- 1.5 If the battery energy storage system is idle for 6 months from shipment, it's required to charge and discharge the system to raise the SOC to 30% to 40%. After charging, the SOC must be consistent.

SCHEDULE E EXTENDED WARRANTY

1.1 Extended Warranty available to purchase for the Products:

PowerStack ST500CP series	Extended Warranty
ST535kWh-250kW-2h	Option 1: 3 years , starting from the end of the Standard Warranty Term Option 2: 8 years , starting from the end of the Standard Warranty Term
ST1070kWh-250kW-4h	
ST570kWh-250kW-2h	
ST1145kWh-250kW-4h	
PowerStack ST200CS series	5 years
ST225kWh-110kW-2h	
ST455kWh-110kW-4h	
Isolation Transformer	5 years
LVS250UD	

1.2 Extended Warranty may be purchased:

- i) on the date of sale
- ii) within one year from the date of commissioning

1.3 SUNGROW reserves the right to request information in relation to the correct use of the Product since its sale, including but not limited to, maintenance reports, commissioning certificates or photos of the Product, to determine if the extension shall be granted.

SCHEDULE F LIMITED PERFORMANCE WARRANTY

- 1.1 Subject to the limitations set forth in this Warranty and under Normal Operating Conditions, including Buyer's compliance with the product requirements, SUNGROW guarantees that the Product shall achieve a minimum threshold of 70% of the nominal energy output until the earliest of:
 - i) Achievement of the warranted cycles, as referenced in this Schedule F.
 - ii) A maximum of ten (10) years has elapsed from the Warranty Commencement Date
- 1.2 Normal Operating Conditions are considered under temperatures of 25°C, with a Depth of Discharge (DOD) of 90%, and a warranted full cycle count of 1) 5000 for PowerStack ST500CP series 1 and 2) 6500 for PowerStack ST200CS series.