

## Manufacturer's Warranty for DC Charger

### 1 OVERVIEW

- 1.1 This limited manufacturer warranty is applicable for all products as listed under 3.4 produced by SUNGROW Power Supply CO., Ltd, from March 28th, 2023 up until a new warranty is published (the "Warranty").
- 1.2 SUNGROW Power Supply Co., Ltd. ("SUNGROW") is the warrantor for the limited warranty set forth herein for Products purchased and installed in following regions initial operation:
  - (a) European Union (Austria, Belgium, Bulgaria, Denmark, Croatia, Cyprus, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Rumania, Sweden, Slovakia, Slovenia, Spain, Czech Republic); Bosnia and Herzegovina, Norway, Scotland, Switzerland, United Kingdom, Oversea Territories of countries listed in the European Union and United Kingdom.
  - (b) Countries not listed have different warranty conditions and/ or are considered as limited service regions.

### 2 DEFINITIONS

**Whenever this warranty is an appendix or an annex to a contract (the "Contract"), all defined terms in the contracts shall have the same meaning in this warranty:**

- 2.1 "Certified Personnel" means any natural person who has received and passed all required training in order to intervene the Products;
- 2.2 "Commissioning Certificate" means the certificate confirming that the commissioning tests performed on the Products have been satisfied and the criteria set out in the Commissioning checklist and/or in the contract signed with the End-user or the original Customer have been satisfied;
- 2.3 "Customer" means the person, company, firm or other legal body placing the Order or signing the Contract, either on their own behalf as client, or, as an agent for a client, from which the supply of the Products or services purchased is made;
- 2.4 "Defect" means any fault, imperfection or shortcoming in the quality, quantity, potency, purity or standard which 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 End-User or the Customer, provided that such fault, imperfection or shortcoming is directly related with the manufacture of the Product. "Defective" means any Product that presents a Defect;
- 2.5 "End-user" means the owner of the Product, or a company authorized by owner which owns the rights and benefits of this Warranty;
- 2.6 "Force Majeure" means certain acts, events or circumstances beyond the control of SUNGROW, for example, natural disasters or the outbreak of hostilities or diseases.
- 2.7 "Manual" means the SUNGROW installation, operation and maintenance guide for the Product covered under this Warranty applicable at the time the contract is concluded;
- 2.8 "Product" means the EV Charger, sold directly by SUNGROW or its Subsidiaries into

specific projects as well for peripheral devices or accessories;

- 2.9 “Site” means the location, where the Product is installed for initial operation, and which is communicated to SUNGROW during the sales process;
- 2.10 “Start Date” means the earliest between:
- (a) three (3) months since delivery date of the Products to the Site or port has occurred.
  - (b) The commissioning completion date, as stated in any supporting document or the Commissioning Certificate.
  - (c) In case no evidence of the two above, the Warranty commencement Start Date shall be twelve (12) months from production, according to the serial number in the Product.

notwithstanding the above, a sunset date shall apply and no original Warranty Period shall extend for more than twelve (12) months in addition to the manufacturer standard warranty period stated at clause 3.4;

- 2.11 “Subsidiary” shall mean any corporation or other entity of which the SUNGROW owns securities or shares having a majority of the ordinary voting power in electing the board of directors or similar governing body, either directly or through one or more Subsidiaries;
- 2.12 “SUNGROW Service Personnel” means any employee, agent or other third party authorized directly or indirectly by SUNGROW to conduct work under this Warranty;
- 2.13 “Warranty Period” means the period of time the Product is covered under this Warranty specified under 3.4.

### 3 LIMITED MANUFACTURER WARRANTY

- 3.1 SUNGROW warrants that the product is free from defects in compliance with SUNGROW’s specifications and the Contract.
- 3.2 Notwithstanding the above, the execution of the warranty in accordance with Section 4 of this Warranty can be performed by any of SUNGROW POWER Supply CO, Ltd. subsidiaries.
- 3.3 The ownership of the Warranty shall transfer from the Customer to End-user if the initial place of installation has not been changed by the time of transfer, with Sungrow’s prior written notification. For the avoidance of doubt, the term of the Warranty will not restart from the date of the transfer to the End-user.
- 3.4 The term of the Warranty for the Product installed is as follows:

Product	Manufacturer warranty
IDC30E	3 years
IDC180E	3 years
Supporting charging guns + other accessories	2 years

### 4 EXECUTION OF THE WARRANTY

- 4.1 If any Product is considered to suffer a Defect while under the Warranty, End-user, or any claimant duly authorized by the End-User shall issue as soon as practicably possible a notification through SUNGROWs platform (<https://gsp.sungrow.cn/> - the “**Notification**”). To issue a claim for Defect under this Warranty the claimant shall provide the following information:

- (a) Product and serial number.
- (b) Copy of the invoice referring to the Product's serial number.
- (c) Evidence of executed regular or corrective maintenance reports.
- (d) A brief description of the non-conformity or Defect including any failure code and what has been done so far.

4.2 After a notification has been made in accordance with section 4.1 above, SUNGROW at its own discretion will decide to either repair or replace the Defected Product under the Warranty, unless such replacement or repair are deemed to be impossible or unreasonable, as detailed below:

i) **Replacement of the Defective Product.** Sending replacement for product whereby SUNGROW reserves the right to (i) supply a different or newer product model, or to (ii) supply a product from a third-party, of similar technical specification.

- (a) The replaced unit or part shall be deemed to have the same Warranty Period of the original Product replaced. Notwithstanding the above, If the Warranty Period left of the original Product or inverter is less than one (1) year, the Warranty Period will be extended to one (1) additional year from the end date of the Warranty term after the replacement is executed.
- (b) Only shipment costs within countries defined in this Warranty in clause 1.2(a) shall be covered under in DDP conditions based on Incoterms 2020.
- (c) In case of replacement, the Product removed shall become the property of SUNGROW. The replacement costs will be borne by SUNGROW as listed:

Service Region	Countries of Regions	Handling charge per product	
		IDC30E	IDC180E
A Region	Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Israel, Italy, Luxembourg, Netherlands, Norway, Sweden, Scotland, Switzerland, United Kingdom	€ 100	€ 180
B Region	Croatia, Cyprus, Czech Republic, Greece, Hungary, Malta, Poland, Portugal, Slovakia, Slovenia, Spain	€ 80	€ 130
C Region	Bulgaria, Estonia, Latvia, Lithuania, Rumania, Bosnia and Herzegovina, Oversea territories	€ 60	€ 110
Other countries	Not listed countries	n.a.	n.a.

In case claims are made for more than one product, the handling charge will be reduced by 50 % per each further product.

ii) **Repair the Defective Product** After the End-user, Customer or claimant has notified a claim for the Defects in accordance with section 4.1 of the Warranty, SUNGROW shall present a plan of action for the repair of the Defective Product. Such plan of action shall be accepted by the End-user or Customer prior the execution of the activities and within the first half of any response period agreed; otherwise, such plan of action shall

be deemed irrevocably accepted. The repairs shall be made either:

- (a) At a workshop belonging to, or determined by, SUNGROW or SUNGROW Service Personnel. The transport costs of the defective Product to the workshop for repair and the cost for the return of the Product to End-user by a transport company shall be borne by SUNGROW. End-user shall be responsible for risk of loss during the transport, including but not limited to the loading into the transportation vehicle.
- (b) On-Site, through either Service Personnel or Service Partners chosen by Sungrow.

- 4.3 **Property and care of the defective and replaced Products.** Collecting the Defective and replaced Products will be done by SUNGROW. After disassembling the Product, the End-user, the Customer or the claimant shall be responsible for the proper storage the Product in a professional manner and to repack the Products in a professional manner, best in the original packaging, ready for pickup by a transport company commissioned by SUNGROW and keep the defective Product at its cost, up to four (4) weeks since the notification of a Defect to enable SUNGROW (or SUNGROW's subcontractor) to collect it. During the collection of the Product and its loading for transport, the End-user is responsible for both the adequate monitoring of the collection and in particular the loading process so that the Product is not damaged or can be damaged during the transport in particular by improper loading. In case of a replacement, the Defective Product removed will become the property of SUNGROW.
- 4.4 In accordance with Clause 8, the validity of the present Warranty is subject to the full payment of the Products and services related to the Warranty. If a notification of Defect is made prior to full payment of the Product, SUNGROW may at its own discretion (i) request a down payment to perform any activities related to the execution of the Warranty terms and conditions; (ii) Refuse to perform the activities; (iii) Declare the present Warranty applicable to the Products void and no longer enforceable.
- 4.5 SUNGROW may ask for a cost declaration letter to be signed when the owner needs a replacement shipment without prior investigation support on the Defected Product. The cost for an invalid claim is limited to the Product sales price, shipment and transport cost as well a reasonable handling fee of 10% but minimum 150€ in case of an invalid Warranty claim. The claimant will get a report with the invoice. For alternative solutions, in case the subsequent performance shows that claims of the End-User made under the Warranty were unjustified SUNGROW reserves the right to charge the related expenses to End-user in accordance with clause 7.6 (all above prices in net plus statutory value added tax, if applicable).

## 5 WARRANTY EXCLUSIONS

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

- 5.1 Improper transportation, handling and improper delivery caused by or for which the distributor, the installer, the Customer or End-user is responsible for. the Customer or End-user shall be responsible to duly inspect the Products upon arrival to the project site. Any damage not properly notified to SUNGROW within five (5) days of delivery shall not be considered as a Defect under this Warranty.
- 5.2 Failure to properly store the Product before installation, unless SUNGROW is responsible for storage of the Product.
- 5.3 Non-compliance with applicable regulations and standards for the proper functioning of the Products.
- 5.4 Improper installation of the Product, not following the Manual (however, the "applicable regulations and standards" referred to in clause 5.3 above take precedence over the

Manual).

- 5.5 Use and application of the Product beyond the definition included in the Manual.
- 5.6 Neglect, abuse, misuse, improper maintenance, or lack of maintenance, as set forth in the Manual. This includes the case that maintenance is not executed by certified personnel.
- 5.7 Adjustment or alteration in the Products or design of the project, not authorized in writing by SUNGROW.
- 5.8 Modifications or attempts to repair not made by personal authorized by SUNGROW after sales services.
- 5.9 Acts of nature and/or Force Majeure such as surge, fire, flood, plagues, earthquake, and lightning. Any case that may be qualified as Force Majeure by the local regulation or the contract signed.
- 5.10 Damage or accidents due to third parties' actions or any other reasons different from the standard use of the Product.
- 5.11 Insufficient ventilation/airflow of the equipment, use outside of the operating temperatures specified in the User Manual.
- 5.12 Downtimes or other business interruption of the Product and/or the installation, including but not limited to loss of profit.
- 5.13 This Warranty does not cover costs for End-user's employees and/or any third parties, unless stipulated otherwise in the Warranty.
- 5.14 The Warranty does not cover any required a recertification.
- 5.15 This Warranty shall be void, if:
  - (a) The serial number of the Product has been altered, or cannot be clearly identified.
  - (b) The End-user fails to make any Product subject of a claim available for inspection, testing and correction or does not grant adequate access to the property/building on or in which the Product concerned is stored or installed, of which the Product concerned has become an integral part in the event the Product has already been installed.
  - (c) When applicable, the End-user fails to proof the maintenance has been done during the applicable Warranty Period according SUNGROW's system manual following 5.4.

## **6 END-USER's OTHER RIGHTS**

- 6.1 Any other right not mentioned specifically in this Warranty document is out of the scope of this Warranty; contractual or statutory rights resulting out of the End-users purchase agreement with its seller remain unaffected and have to be enforced within the contractual relationship.
- 6.2 Without prejudice to the End-user's statutory liability claims against SUNGROW, the End-user shall first assert against the seller the Warranty rights in respect of Defects to which it is entitled. The rights under this Warranty may only be asserted by the End-user against SUNGROW in a subsidiary manner, i.e., if and to the extent that the seller is not liable for defects in the Product. However, this does not apply if the End-user is a consumer. In this case, the rights arising from the Warranty against SUNGROW and the Warranty rights against the seller shall have equal priority and shall coexist.

## **7 WARRANTY OWNER's OBLIGATIONS**

- 7.1 To claim under this Warranty the End-user shall provide the information of clause 4.1.
- 7.2 In case the commissioning has not being performed by SUNGROW, the Customer shall deliver within hundred and twenty (120) days of the delivery of Products to the project site, a commissioning report, stating that the commissioning of the Products (i) was made in accordance of SUNGROW protocols and; (ii) was performed by Certified Personnel. If such documentation is not duly provided by the Customer or End- User, the present Warranty shall become void.
- 7.3 The End-user shall provide SUNGROW Service Personnel free-of-cost with adequate access to the Site, with a suitable lifting tool, if necessary (upper edge installation height more than 1,80m), and any special instructions for access to the Site. SUNGROW shall have no liability if access is not provided to the Site despite previous date arrangement and End-user might be invoiced for any costs incurred by SUNGROW in the event an additional visit is required to the Site due to lack of access.
- 7.4 It is the Customer and the End-user's responsibility to notify SUNGROW of any hazards at the Site and assure that the Site is free from hazards or obstructions, and that all safety precautions are followed at the Site. The Customer, End-user or their representative shall be onsite for handover of the Site, after finishing the Warranty activities.
- 7.5 It is the Customer and End-user's responsibility to ensure proper and professional storage of any goods in dry and shielded environment (indications for this can be found in the Manual).
- 7.6 Notwithstanding section 4.5, in case the root of failure is confirmed to be out of this Warranty by an On-site Report, Recovery Report or Repair Report, SUNGROW reserves the right to charge the related costs and expenses including but not limited to, Site calls involving an inspection that determines no corrective maintenance, replacement of equipment, installation, materials, freight charges, travel expenses or labor of SUNGROW or it authorizes agents to the End-user. For subsequent performances resulting out of unjustified claims not covered by this Warranty, one service personnel of SUNGROW will charge hundred and five (105) EUR/hour at normal working days (Monday to Friday) ; One hundred and forty-five (145) EUR/hour in national holidays and weekend; the upper limited of a working day is one thousand (1,000)EUR as well as the upper limited of a holiday is one thousand five hundred (1,500) EUR, including the time of travel from the closest maintenance station to the claimed device and return (all above prices in net plus statutory value added tax, if applicable). SUNGROW reserves the right to adjust the prices. In case of adjustments or changes SUNGROW will inform in advance.

## **8 OTHER CONDITIONS OF THE WARRANTY**

- 8.1 SUNGROW's obligations under this Warranty are expressly subject to SUNGROW receiving full payment of the Product which the Warranty is related to under the conditions of the Contract where applicable.
- 8.2 Notwithstanding the terms of the Warranty starting on the Start Date as defined in clause 2;, the benefit and rights of the Warranty will only be available upon receipt of full payment of the Product by SUNGROW. Subsequently, the term of the Warranty will not be extended for the duration of time during full payment was still pending to be received by SUNGROW.
- 8.3 This Warranty shall be suspended, with no extension the Warranty Period, in the event of Force Majeure

## **9 LIMITS OF LIABILITY**

- 9.1 This Warranty constitutes the Customer and the End-user's sole and exclusive remedy for claims against SUNGROW in respect to Products hereunder. All other warranties,

conditions, guarantees or representations from SUNGROW relating to the Products hereunder, whether verbal or written, expressed or implied, statutory or otherwise, in contract, including without restriction, any warranties of merchantability or of fitness for a particular purpose, and any such warranty, condition, guarantee or representation are hereby excluded; subject to the provisions of clause 9.2 and notwithstanding any rights of the Warranty owner under clause 6.

- 9.2 For any other claims in connection with this Warranty SUNGROW Service Personnel are only liable to the following extent:
- (a) SUNGROW is liable in case of gross negligence.
  - (b) SUNGROW is only liable in case of breach of its obligations under the Warranty.
  - (c) SUNGROW's total and maximum liability under and in connection of this Warranty is limited to the price of the claimed Product, or the percentage of the price received by SUNGROW.
  - (d) The Warranty limitations are subject to the applicable law of the Contract and. In the European Community Directive 1999/44/CE, which applies to all Products purchased to be installed within the European Union territory.