

## Limited Warranty for Lithium Battery

### 1. Defects Liability Period –Repair or Replacement

#### Ten (10) years

##### (1) Product warranty

The warranty period of the product is 10 years, the first ten years of the battery system component failure caused by product loss shall be borne by Sunpal Power, after ten years to provide the corresponding parts, if the transportation / installation / use of the product in the operation of the product manual or installation instructions confirmed by the Sunpal Power and the customer is not free warranty range, specific after quotation by Sunpal Power, the customer confirmed paid after sale or negotiated by both parties. The "Warranty Start Date" starts from 1 month after the product is manufactured or from the date when the product is registered on the Sunpal Power whichever is earlier.

##### (2) Capacity and performance guarantee

Sunpal Power Guarantee that the product will retain 80% of the available capacity for 3 years from the warranty or reach the minimum discharge energy, whichever comes first, provided that the product is started and used in accordance with the manual provided by Sunpal Power.

##### (3) Replace it or repair

If any product within this warranty is confirmed as defective or substandard by the Sunpal Power Authorized Service Partner, Sunpal Power will replace or repair defective or substandard products at its sole discretion.

No repair or replacement shall be regarded as an extension or recalculation of the warranty period.

Sunpal Power will bear the cost of repairing or replacing substandard or defective products. The ownership of the replaced product belongs to the end user.

In some cases, the products and related components may be discontinued. In this case, the latest battery and parts or products may not be returned, but will provide quality and specifications of similar products for replacement.)

#### **The prerequisite for an effective performance guarantee shall be:**

This warranty does not include any accessories and kit items provided with the product.

This is a limited warranty that only includes repairing or replacing defective products. If the product is defective and returned within the warranty period, Sunpal Power will repair or replace the product. The repaired or replaced product will remain under the original remaining warranty period. In both cases, it should not be considered a continuation of the warranty period.

### 2. Warranty premise

(1) The defect of the product occurs within the product warranty period identified above.

(2) Any product failure, failure or warning that causes the system to fail or work abnormally must be reported to the Sunpal Power authorized service partner within 30 days of its occurrence.

(3) The product shall be installed by technical personnel of partners approved or certified by Sunpal Power.

- (4) End users shall operate and use the product correctly as per the user manual and installation guide provided at the time of purchase.
- (5) The end user shall present the seller invoice to the Sunpal Power authorized service partner to provide proof of the original product purchase.
- (6) Product installation of end users shall be completed within up to 1 month from the invoice date.
- (7) The operating temperature of the product shall not exceed the temperature range of  $-10^{\circ}\text{C}$  ~  $50^{\circ}\text{C}$ , the product shall not be exposed and stored at a temperature higher than  $50^{\circ}\text{C}$ , and the product shall not be exposed to the installation area with direct sunlight. Product installation locations must be ventilated as per the user manual and installation guide.
- (8) This warranty covers a capacity equivalent to one full cycle per day. The product is not suitable for the supply of life-sustaining medical devices and automotive applications.
- (9) Sunpal Power CLOUD Monitoring requires Internet connectivity to all storage systems. For systems not connected to the Internet, the limited warranty for Sunpal Power CLOUD storage systems may fail.

### **3. Exceptions to the warranty (including, but not limited to, the following)**

- (1) The above-specified warranty period has expired.
- (2) Product damage and defects caused by improper use, misuse and abuse of the user manual.
- (3) Damage caused during transportation, incorrect installation of products, disassembly beyond the temperature range during use, and improper use.
- (4) Unauthorized wiring and the use of faulty or incompatible equipment.
- (5) To arbitrarily modify the product or change its function without the permission of Sunpal Power.
- (6) No changes to the installation were made as per the installation guidelines.
- (7) Product damage caused by maintenance and other services without authorized personnel of Sunpal Power.
- (8) The user failed to provide the correct product serial number or the product serial number was unidentifiable, or was modified without permission from Sunpal Power.
- (9) External impacts, including abnormal physical or electrical stresses (power failure surge, surge current, lightning, flood, fire, accidental damage, etc.)
- (10) Product damage, strike, unforeseeable, war, unrest, etc.) caused by force majeure (unforeseeable, unavoidable, insurmountable natural war events, including war, civil war, strike, unrest or other activities, suitable and sufficient labor or materials and other Sunpal Power) or other events beyond the control of a third party.
- (11) Product damage caused by intentional or intentional behavior of the end user.
- (12) not reported to the Sunpal Power Authorized Service Partner within 30 days of product failure.
- (13) Purchase and install products in areas outside the applicable area.
- (14) The customer cannot provide auxiliary analysis data, pictures and videos

### **4. Inapplicability of the warranty claims**

If the reported warranty claim is invalid, the costs incurred by the Sunpal Power or Sunpal Power Authorized Service Partner for the warranty claim shall be borne by the end user or if the product performance defect

or failure is caused by your misuse, abuse, accident, or non-compliance of the product.

## 5. Applicable law

The product warranty is protected by the laws and regulations of the People's Republic of China and the applicable regions. If any provision of this warranty agreement is declared invalid or unenforceable by a court and administrative agency of competent jurisdiction, the provision is deemed to have been modified and will have the same economic effect as possible with the original provision of this warranty and will continue to be in effect.

## 6. Limitation of Warranty Scope

(1) Unless otherwise provided in this Agreement, the warranty and said remedies shall be exclusive and supersede all other warranties and remedies, oral or in writing, express or implied. To the extent permitted by applicable law, Sunpal Power expressly denies any and all legal or implied warranties, including, without limitation, merchantability, applicability for specific purposes, and guarantees of hidden or potential defects. If Sunpal power cannot waive implied warranties provided by applicable law or by applicable law, all such warranties and warranties shall be limited to the implied or applicable law required by applicable law. No distributor, agent or staff of the Sunpal power Authorized Service Partner shall be entitled to make any modification, extension or supplement to the quality A. If any provision of this Agreement is judged to be unlawful or unenforceable, the legality and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

(2) Unless otherwise provided for in this Agreement, To the maximum extent permitted by the applicable law, Sunpal power is not liable for any direct, indirect, special, unexpected or derivative loss resulting from the purchase or use of the product and its systems, including but not limited to loss of use, loss of income, actual or expected loss of income (including loss of contract income), loss of capital use, expected loss of savings, loss of business, loss of opportunity, loss of goodwill, reputation, personal injury or damage, Or any loss or damage arising indirectly or derived from any reason (including any expense arising from the replacement of equipment and property, resumption of production, etc.).

(3) The liability of Sunpal Power for any reason shall not in any case exceed the purchase price paid to Sunpal Power by the end user for the product resulting in such responsibility. Except for the liability for life injury, physical injury or health injury caused by fault and the compulsory liability for intentional or gross negligence.

## 5. Limitation of Warranty Scope

These warranties as set forth herein are expressly in lieu of and exclude all other warranties of any kind whatsoever, whether express or implied, including but not limited to warranties of merchantability, of fitness for particular purpose, use, or application, of non-infringement and all other obligations or liabilities on the part of Sunpal Power, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Sunpal Power to the broadest extent permitted by law. Sunpal Power shall have no responsibility or liability whatsoever for damage or injury to persons or property, or for other loss or injury resulting from any cause whatsoever arising out

of or related to the Product(s), including, without limitation, any defects in the Product(s), or from use or installation. Under no circumstances shall Sunpal Power be liable for any special punitive, incidental, or consequential damages, howsoever caused, including but not limited to loss of use, loss of profits, loss of production, or loss of revenues, arising, directly or indirectly from the sale or use of any Product(s), whether such claim is based on warranty, contract, negligence, strict liability or otherwise, Sunpal Power's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the Customer, for the single unit of Product(s) involved. The rights and limitations herein shall leave unaffected any legal rights existing under mandatory applicable laws.

## 6. Obtaining Warranty Performance

If the Customer has a justified claim covered by this "Limited Warranty for Lithium Battery", an immediate notification directly to Sunpal Power shall be filed by mailing a registered letter in writing to the address of Sunpal Power listed hereunder, or by, sending an email letter to the email account of Sunpal Power Service Center listed hereunder as soon as becoming aware of the circumstances which constitute a warranty case. Together with the notification, the Customer should enclose the following information:

- The necessary contact information of the Customer, including its name, address, telephone, email, etc.,
- The corresponding serial number of the Product(s)
- The date on which the Product(s) have been delivered and installed
- The pictures of the defective Module which show the defect and/or the pictures which show the shadowing situation at the installation location

The timely receipt of the notification by Sunpal Power shall be decisive.

The return of any PV-modules will not be accepted unless prior written authorization for the return and evaluation of the claimed defect has been given by Sunpal Power. To the extent necessary for processing the return request Sunpal Power or its authorized person shall be given commercially reasonable access to the Product(s) for inspection and analysis of the claimed defect. In connection with both the "Limited Product Warranties" and "Limited Peak Power Warranties", Sunpal Power shall reimburse Customer for reasonable, customary and documented transportation charges by sea freight for both the return of the Product(s) and reshipment of any repaired or replaced Product(s), only if this cost is authorized by Sunpal Power customer service department.

## 7. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party, unless otherwise awarded. The final explanation right shall be borne by Sunpal Power

### Contact:

SUNPAL POWER CO., LTD.

Address: Gan Quan Road no. 398, Shushan District, Hefei City, Anhui Province, China

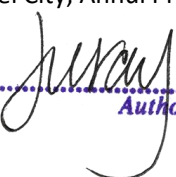
Tel: +86 551 6586 5992

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*For and on behalf of*

**Sunpal Power Co., Limited**

  
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*Authorized Signature(s)*