

# MANUFACTURERS WARRANTY

V18.07

## 1.0 DEFINITIONS

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- 1.1. SUNGROW Power Supply Co., Ltd. (“SUNGROW”) is the warrantor for the limited warranty set forth herein for products installed in the countries of the European Union, including the United Kingdom, Switzerland and the countries listed in Annex A (V18.07) for initial operation.
- 1.2. “Product” means the photovoltaic inverters with nominal power of 10kWp and more and peripheral devices, or parts thereof, as listed in Appendix A.
- 1.3. “Warranty” means this Manufacturer Warranty for Product.
- 1.4. “End-user” means the owner of the Product making claims under this Warranty.
- 1.5. “Manual” means the SUNGROW installation, operation and maintenance guide for the Product covered under this Warranty applicable at the time the contract is concluded.
- 1.6. “Site” means the location, where the Product is installed for initial operation and which is communicated to SUNGROW.
- 1.7. “Warranty Period” means the period of time the Product is covered under this Warranty.
- 1.8. “SUNGROW Service Personnel” means any employee, agent or other third party authorized directly or indirectly by SUNGROW to conduct work under this Warranty.

## 2.0 LIMITED WARRANTY

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- 2.1. SUNGROW warrants that Product is free from defects as defined by law, and in deviation of SUNGROW’s specifications.
- 2.2. If any Product shows defects, SUNGROW will provide, unless this is impossible or unreasonable, subsequent performance at their free discretion either by rectification of such defects or replacement of Product as further detailed below and in Appendix A, by:
  - a. Sending replacement for Product whereby SUNGROW reserves the right to supply a different product model, or product from a third- party, if appropriate; in the latter case of delivery of another product model or the product of a third party, the Warranty also includes any adjustments to the periphery of the Product to be replaced by SUNGROW to ensure its functionality, but only to an economically reasonable extent (i.e. adjustment expenses of up to 50% of the reinstatement value of the Product concerned). The replaced unit or part will keep the Warranty Period of the original Product. If the Warranty Period left of the original Product is less than one (1) year, the Warranty Period will be extended to one (1) year from the date, when the replacement is conducted. Any replacement parts may be new or reconditioned. In case of replacement, Product removed by SUNGROW shall become the property of SUNGROW. The replacement costs will be borne by SUNGROW, unless stipulated otherwise in Appendix A;
  - b. Sending on-site SUNGROW Service Personnel for repairs;
  - c. Repairing the defective Product in a workshop belonging to, or determined by, SUNGROW or SUNGROW Service Personnel. The transport costs of the damaged Product when sending it to the workshop for repair and the cost for the return of the Product to End- user by a transport company commissioned by SUNGROW will be borne by SUNGROW, unless stipulated otherwise in Appendix A;
  - d. Checking installation and making recommendation for possible corrective measures;

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- e. Collecting the defective and replaced Products as property of SUNGROW. After disassembling the Product, the End-user has the responsibility to store the Product in a professional manner (see item 5.3.) and to repack the goods in a professional manner in the original packaging ready for pickup by a transport company commissioned by SUNGROW and keep the defective Product at its cost, up to one (1) month in countries and regions stipulated in Appendix A 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, which is recognisable to the End user as such; and/or
- f. Paying to End-user a handling charge in accordance with the stipulations set out in Appendix A. In case claims are made for more than one Product, the handling charge will be reduced by 50 % per each further Product.
- 2.3. Subsequent performance within the meaning of item 2.2. without prejudice to the provisions of item 2.2. a. is unreasonable, if it is unacceptable for SUNGROW in view of the value of the Product, if it were free of the defect, in view of the impact of the defect and/or in view of alternative fixes that are available and acceptable for the End-user.
- 2.4. SUNGROW reserves the right to require End-user to pay a deposit prior to the subsequent performance in countries and areas not listed in Appendix A, and/or for End-users who have, or had, overdue payment in purchasing of products or service from SUNGROW, its subsidiaries or distributors.
- 2.5. 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 item 5.4.
- 2.6. The period covered by this Warranty for Product installed in the countries of the European Union, including the United Kingdom and Switzerland (see Appendix A) for initial operation is five (5) years from the date of delivery, unless stipulated otherwise in Appendix A. If SUNGROW receives a completed Registration Form (the "Registration Form") from the End-user or installer within six (6) months after installation date, the starting date of manufacturer's warranty will be shifted to first-time installation date. In any case the standard warranty period is no more than 6 years since production date (which can be seen, inter alia, from the serial number of the Product concerned).

### 3.0 EXTENDED WARRANTY

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- 3.1. The parties are free to agree an "extended warranty" in addition to the five-year period covered by this Warranty in accordance with item 2.6 of these warranty terms. The details of this agreement, including the term and commercial aspects (in particular the price) are specified in the separate "Contract regarding the agreement of an extended warranty" (contract on warranty extension).
- 3.2. However, in every case the extended warranty shall only be valid when the following essential conditions are met: the customer concludes a contract regarding the maintenance of the product in question (maintenance contract); the company performing the maintenance – in the event that this is not SUNGROW – has been certified as suitable by SUNGROW (certification); and proper maintenance is actually performed and proof thereof is provided. The following gives more details of these essential conditions of the extended warranty:

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#### 3.3. Maintenance contract

##### 3.3.1. Conclusion simultaneously with purchase contract

Should the parties agree on a warranty extension beyond the five (5) years established in item 2.6. of these warranty terms (extended warranty), in accordance with the separate contract on warranty extension and simultaneously with the conclusion of the purchase contract on the purchase of the product with SUNGROW, the customer must additionally, at his own discretion:

- a. either conclude a maintenance contract (example, Annex 1) with SUNGROW regarding the maintenance of the product to be purchased (maintenance by SUNGROW),
- b. or conclude a maintenance contract with a third-party company regarding the maintenance of the product to be purchased, or perform maintenance of the product to be purchased itself (other maintenance).

In the case of other maintenance, the extended warranty will only become valid (condition precedent) when the customer provides written proof that the individual technician designated for the performance of maintenance in the maintenance contract or otherwise has been certified by SUNGROW (certification) as being suitable for the performance of maintenance for the specific product in question. Certification is granted exclusively to named individuals. The customer must ensure that certification has been granted and is maintained for the entire term of the extended warranty, and must provide proof thereof upon request by SUNGROW at any time; in the event that maintenance is performed by a non-certified technician, the extended warranty shall lapse with retroactive effect up to the most recent point in time at which it can be proven that maintenance was performed by a certified technician (for details of proof, see item 3.3.3. below).

The specific requirements of SUNGROW regarding the obtaining of certification and the fee which is to be paid to SUNGROW therefor are not part of the subject matter of this agreement, but are established separately.

The term of the extended warranty will be determined by agreement between the parties in the separate contract on warranty extension. Notwithstanding the term agreed therein for the extended warranty, the validity of the extended warranty is in every case conditional on the conclusion of and continued adherence to the maintenance contract in accordance with the present item 3.3.1. If maintenance within the meaning of this item is terminated, the term of the extended warranty shall also end at this point in time. In no circumstances shall the warranty period be shorter than the five years in accordance with item 2.6 of these warranty terms, beginning on the delivery date.

##### 3.3.2. Conclusion subsequently to the purchase contract

The agreement on an extended warranty in accordance with the separate contract on warranty extension can also be made at a later point in time subsequent to the conclusion of the purchase contract. In this case, an extension of the warranty is also possible in accordance with this item 3.1 and either on condition that the customer conclude a maintenance contract with SUNGROW or in the case of other maintenance within the meaning of item 3.3.1.

An additional condition is that SUNGROW or a third party commissioned by SUNGROW must have inspected the product, and any system into which the product is integrated, and provided the customer with written confirmation of its consent to the granting of the extended warranty. The costs of this inspection shall be borne by the customer.

##### 3.3.3. Obligation to submit maintenance reports in the case of other maintenance

In the case of other maintenance, the customer shall ensure competent maintenance of the product for the entire term of the extended warranty. The customer shall provide SUNGROW with proof of the competent maintenance of the product in the form of written reports using the maintenance report form (Annex 2) (maintenance report). SUNGROW's requirements regarding competent maintenance can be found on the maintenance report form and in the manufacturer's information. The parties agree that the maintenance reports are to be submitted on the first calendar day of each quarter of each calendar year (1 January, 1 April, 1 July, 1 October).

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The extended warranty shall lapse in the case of other maintenance if the customer fails to make the maintenance reports available to SUNGROW in good time or at all. In this case, the extended warranty shall lapse with effect for the future as well as with retroactive effect up to the most recent point in time at which a suitable maintenance report was submitted in good time.

The extended warranty shall also lapse in the event that a review of a punctually submitted maintenance report by SUNGROW reveals that maintenance has not been carried out in a competent manner, in accordance with the manufacturer's information and with the requirements listed on the maintenance report form. In this case too, the extended warranty shall lapse with effect for the future as well as with retroactive effect up to the most recent point in time at which proper maintenance was performed. The exclusion of warranty in accordance with item 4.0 of this manufacturer's warranty shall remain unaffected.

#### 3.3.4. Change of technician/third-party company by the customer

The customer is entitled to change the technician or third-party company in the case of other maintenance and to continue the maintenance contract with a different technician or third-party company. This shall not affect the existence or continuation of the extended warranty, if and to the extent which the customer provides SUNGROW with proof of competent maintenance by certified staff (cf. item 3.3.3.) and of certification (cf. item 3.3.1.). In all other cases, the requirements for other maintenance in accordance with this item 3.1. shall apply.

#### 3.3.5. Administration and expense allowance for inspection of other maintenance

In the case of other maintenance, the customer shall pay SUNGROW an administration and expense allowance for the entire duration of the maintenance for the inspection of proper maintenance in accordance with the requirements contained in the first paragraph of item 3.3.3.; the commercial details regarding the grounds for this allowance, the amount to be paid and the due date are agreed in the separate contract on warranty extension. This shall not affect the fee for certification, which is not part of the subject matter of this agreement.

#### 3.4. Termination of the extended warranty by SUNGROW

Irrespective of item 3.3.1, paragraph 3 of this manufacturer's warranty, SUNGROW shall have the right to ordinary termination of the extended warranty – which requires twelve months' notice to be given to the customer (discontinuation) and will take effect on the first calendar day of the month in question – if SUNGROW becomes aware that continuing to provide the extended warranty will become technically or financially impossible or unreasonable in the foreseeable future. This applies in particular, but not exclusively, in the event that it becomes likely that relevant replacement parts will no longer be available on the market. Further details in this regard are established in the contract on warranty extension.

### 4.0 WARRANTY EXCLUSIONS

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- 4.1. This Warranty does not cover any defects, damages and/or losses caused by:
- a. Improper transportation and improper delivery caused by or for which the End-user is responsible;
  - b. Failure to properly store the Product before installation, unless SUNGROW has stored the Product;
  - c. Non-compliance with applicable regulations and standards;
  - d. Improper installation, not following the Manual (however, the "applicable regulations and standards" referred to in point c. above take precedence over the Manual);
  - e. Use and application beyond the definition in the Manual;
  - f. 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 qualified personnel;

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### 4.0 WARRANTY EXCLUSIONS

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- g. Adjustment or alteration, not authorized in writing by SUNGROW;
  - h. Voltage surge coming from PV array (DC side) or from grid (AC side);
  - i. Acts of nature such as surge, fire, flood, plagues, earthquake, and lightning;
  - j. Damage or accidents due to third parties' actions or any other reasons different from the standard use of the Product;
  - k. Downtimes or other business interruption of the Product and/or the installation, including but not limited to loss of profit.
- 4.2. This Warranty does not cover fuses, surge suppressors, filters, or cosmetic / optical damages or wear and tear.
- 4.3. This Warranty does not cover costs for End-user's employees and/or any third parties, unless stipulated otherwise in the Warranty.
- 4.4. This Warranty shall be void, if
- a. The serial number of the Product has been altered, manipulated, 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 or to the PV array itself, of which the Product concerned has become an integral part in the event the Product has already been installed.

### 5.0 END-USER'S OTHER RIGHTS

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- 5.1. 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.
- 5.2. 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.

### 6.0 END-USER'S OBLIGATIONS

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- 6.1. 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 in the event that access is not provided to the Site despite previous date arrangement and End-user will be invoiced for any costs incurred by SUNGROW in the event an additional visit is required to the Site due to lack of access.
- 6.2. It is 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.
- 6.3. It is the 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).

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### 6.0 END-USER'S OBLIGATIONS

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- 6.4. In case the root of failure is confirmed to be out of this Warranty by an On-site Report or Recovery 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 its authorized 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 Ninety (90) EUR/hour at normal working days; One hundred and thirty-five (135) 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.

### 7.0 OTHER LIMITATIONS

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- 7.1. SUNGROW's obligations under this Warranty are expressly conditioned upon settlement towards SUNGROW, its subsidiaries or distributors or its authorized agents (including interest charges, if any) of all due payments for the Products. During such time as long as SUNGROW has not received payment of any amount owed for the Products, in accordance with the contract terms under which the Product is sold, SUNGROW shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.
- 7.2. This Warranty is suspended, without extending the Warranty Period, in case, and for the duration, of war, riots, terror, strike, natural disasters or equivalent events in the region of the Site.

### 8.0 LIMITS OF LIABILITY

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- 8.1. This Warranty constitutes 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 oral or written, express 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 item 8.2. and notwithstanding any rights of the End-user under item 5.1. sentence 2.
- 8.2. For any other damage claims in connection with this warranty SUNGROW Service Personnel are only liable to the following extent:
- SUNGROW is liable in case of intent and gross negligence;
  - In case of simple negligence SUNGROW is only liable in case of breach of cardinal duties of the Warranty. The liability is reduced to the foreseeable damage;
  - In case of personal injuries or claims under the German Product Liability Act (Produkthaftungsgesetz), SUNGROW remains fully liable.

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### 9.0 SEVERABILITY / CHOICE OF LAW AND VENUE

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- 9.1. In the event that one or more provisions of this Agreement should be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby. The invalid or unenforceable provision shall be deemed to be replaced with such legally permissible provision which comes as close as possible to the economic purpose of the invalid of unenforceable provision.
- 9.2. This Warranty is subject to the laws of the Federal Republic of Germany excluding the United Nations Convention on Contracts for the International Sale of Goods. Munich (Landgericht München I) shall be the exclusive place of jurisdiction for all disputes arising out of or in connection with this Warranty.
- 9.3. In the event of inconsistencies, ambiguities, etc. in the German version in relation to this English version of the Warranty, which may also be attached to the sold Product, the German version shall prevail. Moreover, only the German version is binding and final.

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