

**SUNGROW MANUFACTURER WARRANTY FOR PV PROJECTS**

**1. MANUFACTURER WARRANTY**

1.1. SUNGROW warrants that the product is free from defects as defined by law, and in deviation of SUNGROW's specifications.

1.2. The period covered by this Warranty for the Product installed is the following:

2. Product	3. Manufacturer warranty
Inverters and its components	5 years
MV Station and its components	2 years
Accessories	2 years

1.3. The rights and obligations under this Warranty can be assigned or in any other way be transferred to a third party with Sungrow's prior written notification.

**2. EXECUTION OF THE WARRANTY**

2.1. If any Product is considered to suffer a Defect while under the Warranty, End-user, or claimant duly authorized by the End-User shall issue as soon as practicable a notification through SUNGROW's platform (<https://gsp.sungrow.cn/> - the "Notification"). To issue a claim for Defect under this Warranty the claimant shall provide following information:

- a) Product and serial number.
- b) Copy of the invoice referring to the claimed 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.

2.2. After the Notification has been made, SUNGROW shall perform at its own discretion, any of the following measures to comply with its obligations under this Warranty:

2.2.1. **Replacement of the Defective Product.** The replacement of the Defective Product may be done by Service Personnel, service partners of Sungrow or the End User if such intervention is accepted by Sungrow.

- a) SUNGROW reserves the right to either: (i) supply a different or newer product or inverter model, or to (ii) supply a product or inverter from a third- party, of similar technical specification.
- b) The replaced unit or part shall be deemed to have the same Warranty Period of the original Product or inverter 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.
- c) If a Replacement is made by the Customer, End- User or a third Party certificated to intervene the Products, the replacement costs covered by this Warranty shall be the following:

Service Region	Countries of Regions	Reimbursement charge for Central inverters	Reimbursement charge per unit for String inverter
Region A	Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Norway, Sweden, Switzerland, Scotland, United Kingdom	Max. up to € 600 per day for a maximum of 2 days	€ 150 for up to 100kW € 180 for up to 250kW or more
Region B	Croatia, Cyprus, Czech Republic, Greece, Hungary, Malta, Poland, Portugal, Slovakia, Slovenia, Spain	Max. up to € 400 per day for a maximum of 2 days	€ 100 for up to 100kW € 130 for up to 250kW or more
Region C	Bulgaria, Estonia, Latvia, Lithuania, Rumania, Bosnia and Herzegovina, Oversea territories	Max. up to € 320 per day for a maximum of 2 days	€ 80 for up to 100kW € 110 for up to 250kW or more
Other Countries	Not listed countries have a different manufacturer warranty	n.a.	n.a.

- d) For string inverters, in case claims are made for more than one product, the handling charge will be reduced by 50 % per each further Product.
- e) Only shipment costs within countries defined in this Warranty in clause 3 shall be covered under in DDP conditions based on Incoterms 2020.

2.2.2. **Repair the Defective Product.** After the End-User, Customer or claimant has made a claim Notification for the Defects, 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 deem irrevocably accepted. The repairs shall be made either In :

- a) 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 this term, including but not limited to the loading into the transportation vehicle.
- b) On-Site, through either Service Personnel or service partners chosen by Sungrow.

2.3. **Property and care of the defective and replaced Products.** After disassembling the Defective Product, the End-user / Customer / Claimant shall have the responsibility to store the Product in a professional manner and to repack the goods 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, which is recognizable to the End user as such. In case of a replacement, the Defective Product removed shall become the property of SUNGROW.

- 2.4. **Prior Payment.** Validity of the present Warranty is subject to the full payment of the Products and services related to. If after a Notification of Defect has been made and full payment has not yet occurred, Sungrow may (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.

### 3. VALIDITY OF THE WARRANTY

3.1. This manufacturer Warranty is applicable for all Products produced by SUNGROW POWER Supply CO., Ltd, from March 07<sup>th</sup>, 2022 up until a new Warranty is published.

3.2. SUNGROW Power Supply Co., Ltd. ("SUNGROW") is the warrantor for the warranty set forth herein for Products purchased and installed in following regions:

- a) European Union (Austria, Belgium, Bulgaria, Denmark, Croatia, Cyprus, Estonia, Finland, France, Germany, Greece, Hungary, Republic of Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Rumania, Sweden, Slovakia, Slovenia, Spain, Czech Republic);
- b) Bosnia and Herzegovina, Norway, Switzerland, United Kingdom, Oversea Territories of countries listed in the European Union and United Kingdom. Countries not listed have different warranty conditions and/or are considered as limited service regions.

3.3. Notwithstanding the above, the execution of the obligations hereinafter described can be performed by any of SUNGROW POWER Supply CO, Ltd. Subsidiaries. For purposes of this, "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.

### 4. WARRANTY EXCLUSIONS

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

- 4.1. Improper transportation, handling and improper delivery caused by or for which the installer, Customer or End-user is responsible. Customer or End-User shall be held responsible to duly inspect the Products upon arrival to the Site. Any damage not properly notified to Sungrow within five (5) days of delivery shall be considered out of Warranty;
- 4.2. Failure to properly store the Product before installation, unless SUNGROW was responsible for the storage the Product;
- 4.3. Non-compliance with applicable regulations and standards;
- 4.4. Improper installation of the Product on the Site;
- 4.5. Use of the Products beyond the definitions included in the Manual or Sungrow technical specifications;

- 4.6. 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;
- 4.7. Adjustment or alteration in the Products or the design of the project affecting the proper performance of the Products, not authorized in writing by SUNGROW;
- 4.8. Voltage surge coming from PV array (DC side) or from grid (AC side);
- 4.9. Acts of nature such as violence, surge, fire, flood, plagues, earthquake, and lightning or any case that may be qualified as force majeure by the local regulation or the contract signed;
- 4.10. Damage or accidents due to third parties' actions or any other reasons different from the standard use of the Product;
- 4.11. Downtimes or other business interruption of the Product and/or the installation, including but not limited to loss of profit.
- 4.12. This Warranty does not cover fuses, surge suppressors, filters, or cosmetic / optical damages or wear and tear.
- 4.13. This Warranty does not cover costs for End-user's employees and/or any third parties, unless stipulated otherwise in the Warranty.
- 4.14. The warranty does not cover any park certificate(s) or if required a recertification.
- 4.15. 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 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.
  - c) The End-user fails to prove the maintenance has been properly executed during the applicable Warranty Period according SUNGROW 's manual.
  - d) For any execution of activities resulting out of notifications not covered by this Warranty, SUNGROW will back charge any costs related to such activities.

## 5. END-USER'S OBLIGATIONS

- 5.1. 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 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.
- 5.2. The End-user shall provide SUNGROW Service personnel free-of-cost with adequate access to the Site (including remote communication), 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 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.
- 5.3. The End-user or a representative shall handover the site to SUNGROW and provide an actual status update. 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. The End-user or its representative shall be onsite for handover of the Site, after finishing the warranty activities.

## 6. LIMITS OF LIABILITY

- 6.1. 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;
- 6.2. For any other damage claims in connection with this warranty SUNGROW Service Personnel are only liable to the following extent:
  - a) SUNGROW is liable in case of intent and gross negligence.
  - b) 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.
  - c) The Warranty limitations mentioned here above will be applicable unless they are against legal prescriptions currently running on each country in reference to product liability. In the event of conflict with any of those prescriptions, the nullity will affect only to that clause, remaining valid the rest. In particular, it will be applicable in accordance with the European Community Directive 1999/44/CE, that applies to all products purchased to be installed within the European Union territory.

## 7. DEFINITIONS

- 7.1. Certified Personnel means any natural person who has received and passed all required training in order to intervene the Products.
- 7.2. "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 Customer have been satisfied;
- 7.3. "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;
- 7.4. "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 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;
- 7.5. "End-user" means the owner of the Product or a company authorized by owner making claims under this Warranty.
- 7.6. "Extended warranty" means the augmentation of the original Warranty Period defined by the parties in a contract, where the Product shall be covered under this Warranty.
- 7.7. "SUNGROW Service Personnel" means any employee, agent or other third party authorized directly or indirectly by SUNGROW to conduct work under this Warranty.
- 7.8. "Manual" means the SUNGROW installation, operation and maintenance guide for the Product covered under this Warranty applicable at the time the contract is concluded.
- 7.9. "Product" means the photovoltaic inverters, String and Central inverters, sold directly by SUNGROW or its Subsidiaries into specific projects as well for MV-Stations and peripheral devices or accessories.

7.10. "Site" means the location, where the Product is installed for initial operation, and which is communicated to SUNGROW during the sales process.

7.11. "Start Date" means the earliest between:

- 1) the delivery date of the Products to Site or Port with a maximum of sixty-six (66) months since such delivery has occurred;
- 2) The commissioning completion date, as stated in any supporting document or the Commissioning Certificate.
- 3) In any case, a sunset date shall apply and no original Warranty Period shall extend for more that seventy-two months (72) from the Product production.

7.12. "Warranty" means this Manufacturer Warranty for Product.

7.13. "Warranty Period" means the period of time the Product is covered under this Warranty specified under 1.2.