

MANUFACTURER WARRANTY

1.0 DEFINITIONS

- 1.1. The warrantor for the limited warranties set forth herein is SUNGROW Power Supply Co., Ltd. ("SUNGROW").
- 1.2. The "Product" means the photovoltaic Inverters and peripheral devices manufactured by SUNGROW and purchased from SUNGROW or its authorized local distributors.
- 1.3. The "Warranty" means this limited warranty contract for SUNGROW Product.
- 1.4. "End-user" means the owner of the Product for which Service will be performed.
- 1.5. "Manual" means the current SUNGROW installation, operation and maintenance guide for the Product covered under this Warranty
- 1.6. "Service" means Actions in Item 2.1 in response to a claim.
- 1.7. "Site" means the location of End-user's Product that is covered under this Warranty.
- 1.8. "Warranty Period" means the period of time the Product is covered under this Warranty.

2.0 LIMITED WARRANTY

- 2.1. If any equipment is considered faulty while under SUNGROW's warranty, and provided the deemed action, via the contact methods declared in SUNGROW's website www.sungrowpower.com, is considered feasible and appropriate, SUNGROW shall carry out the following at their discretion:
 - a. By Email, accepting the claim with service ticket number or refusing the claim out of SUNGROW's equipment's issue within 24 hours, excluding weekend and local public holidays;
 - b. Recording the claim and making solution;
 - c. SUNGROW reserves the right to require the claimer to pay deposit in advance before the service solution is implemented or for claimants have or had overdue payment in purchasing of products or service from SUNGROW;
 - d. Sending replacement or on-site technicians from SUNGROW or authorized third-party;
 - e. Checking and correcting the installation and connecting of the defect equipment; replacing the defect parts in the claimed equipment as the solution by technicians from SUNGROW or authorized third-party, or
Replacing the defect equipment by technicians from SUNGROW, authorized third-party, or authorized installer or maintenance operator of the claimer;
 - f. Issuing the On-site report for on-site service with detailed time, components consumption, and root of the failure, and the representative of claimer must sign the report when it is accepted;
 - g. Collecting the defect units or parts as properties of SUNGROW; the claimer has the responsibility to keep the defect units or parts up to 3 months before the collection of SUNGROW;
 - h. Testing and repairing the defect units or parts in the workshop belonging to SUNGROW or authorized third-party;
 - i. Issuing Recovery Report for the defect units or parts with detailed root of the failure;
 - j. If the root of failure is confirmed to be out of warranty by the On-site Report or Recovery Report, SUNGROW reserves the right the charge the related expenses to the claimer, and has the responsibility to support the claimer to recharge the third-party to be responsible for the failure;
 - k. If the claimer paid deposit in advance, the expenses will be taken from the deposit within three (3) months since the On-site Report or Recovery Report issued and the rest of the deposit will be returned to the claimer;
 - l. If the claimer refuses to pay the expenses claimed by SUNGROW, SUNGROW reserves the right to cancel the warranties of all equipment from SUNGROW in the same site.
- 2.2. SUNGROW warrants that SUNGROW products (the "Warranted Items") are free from defects in material and workmanship. Any other costs, in particular delivery charges, travel and living expenses incurred by SUNGROW's field service engineers during on-site repair work, as well as costs for the client's employees or any third parties are not covered by the this Warranty, unless specified otherwise. SUNGROW has sole responsibility and discretion for determining the cause and nature of a product defect, and SUNGROW's determination with regard thereto shall be final.
- 2.3. The warranty is transferable when the Products remains installed in its original location. This means, when the ownership of the Products has changed, the new owner shall continue to benefit under this warranty. Further, a lessee or assignee may obtain consent from the owner of the Products and make a claim under this warranty. If the Products are relocated to another site, whether the warranty is transferable to the new site will be subject to a site inspection by Sungrow at the new site prior to installation with the written consent. For the avoidance of doubt Sungrow shall not bear any costs associated with the re-installation of the Products such as installation, commissioning, site inspection by Sungrow etc.
- 2.4. If, in the opinion of SUNGROW, a Warranted Item is defective and the defect is within the terms of this Warranty, SUNGROW will be obliged, depending on the arisen defect, to repair or to replace the defective product. The decision whether to repair or to replace the defective equipment will be held in every case only by SUNGROW.
- 2.5. SUNGROW and the End-user shall mutually agree upon the conduct of any tests required to determine whether a Product is defective in advance of conducting such tests. SUNGROW reserves the right to supply a different Product model, or product from the third-party with written acceptance from the End-user, to settle warranty claim. The replaced unit or part will keep the warranty period of the original products. 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 since the date of the replacement is done. Any parts that are replaced may be new or reconditioned. All parts replaced by SUNGROW shall become the property of SUNGROW.
- 2.6. This warranty rights established on this document do not cover costs following:

- a. The transport costs of the damaged products when sending them to the factory
 - b. The labor, equipment or transportation costs due to dismantling of the damaged products and reinstallation of the repaired ones
- 2.7. The Warranty detailed here above is offered by SUNGROW as standard Warranty in a universal way for all its standard range of SUNGROW products. SUNGROW reserves the right to offer extended special Warranty conditions, according to the different country technical and commercial conditions. In that case, these special conditions will be stated in a separate document.

3.0 STANDARD WARRANTY AND EXTENDED WARRANTY

3.1. The period covered by this Warranty for Product installed in Asia Pacific region, except People's Republic of China, is indicated in the table below.

Products	Starting Date	Standard Warranty
String Inverters (for End-users purchased through SUNGROW’s authorized local distributors)	First-time Installation date	5 years, no more than 6 years from the production date
Central Inverters	The earlier date between i) First-time installation date, or ii) Three (3) months after the Product left the port of China	
String Inverters (for End-user in projects)		
Transformers, switchgear within the Inverter Station Product		
Other Equipment within the Inverter Station Product, excluding inverters, transformers and switchgear		
Re-combiners and Combiners		
Communication, Monitoring & Control Equipment		2 years, no more than 3 years from the production date

Note: All warranty periods are as above unless specified on a SUNGROW quote

- 3.2. For systems supplied with the C5 enclosure, the Inverter warranty period will be limited to 2 years if the Product is installed within 500 meters to the coastline.
- 3.3. For systems supplied without the C5 enclosure, the Inverter warranty will be limited to 2 years if the Product is installed between 2 to 5 kilometers to the coastline. Inverter warranty is voided if the Product is installed within 2 kilometers to the coastline.
- 3.4. Extended warranty options may be available to purchase for specific product range up to a total period of 25 years.
- 3.5. The Extended Warranty Contract must be taken out for all the inverters making up the PV plant; it cannot be taken out for a partial number of units.
- 3.6. Extended Warranty can be purchased from SUNGROW at the time of original purchase of products, or within the first year of the installation date, or within the Manufacturer Warranty (price may differ) and can't be provided if the warranty is already lapsed; a purchased Extended Warranty can't be extended or reduced to another Extended Warranty with different period at any time.
- 3.7. SUNGROW provides the full lifecycle service for Products, including Service or replacement by latest Products, decided by SUNGROW, even after Manufacturer Warranty and Extended Warranty

4.0 WARRANTY EXCLUSIONS

- 4.1. This Warranty does not cover any defects or damages caused by:
- a. Improper transportation and delivery;
 - b. Failure to properly store the product before installation;
 - c. Failure to comply with applicable laws and standards;
 - d. Failure to comply with the product guidelines, warnings or instructions including, but not limited to, Technical Specification, O&M manual, installation guidelines, design guidelines, etc.
 - e. Improper use or misuse of the products, including accidents and external influences beyond the control of SUNGROW
 - f. Improper maintenance or lack of maintenance, as set forth in the products user manuals;
 - g. Repairing, adjustment or alteration, not authorized in writing by SUNGROW;
 - h. Damage to the Products that originates from external factors (e.g. voltage surge from the PV array DC side or from grid AC side);
 - i. A force majeure (e.g. war, crime, riots, strikes natural disasters, etc.) or impact damage;
 - j. Conditions exceeding the voltage, wind, snow load specifications, and any other operational specification;
 - k. Power failure surges, storm, lightning, flood, fire, break-down of transport, telecommunication, grid outage or voltage spike;
 - l. Damage from persons, biological activity, or industrial chemical exposure
 - m. Flaws that do not adversely affect the proper functioning of the Products (e.g. cosmetic defects);
 - n. Any damage to the enclosure/container of the Equipment
 - o. Salt mist or corrosion over and above the design specification; or
 - p. Fair wear and tear.
- 4.2. This warranty does not cover fuses, surge suppressors, filters, or cosmetic damages to the enclosure and Equipment.
- 4.3. This Warranty shall be void, if
- a. 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
 - c. The Products are relocated without SUNGROW's approval

4.4. Any other Warranty right not mentioned specifically on this document is out of the scope of this Warranty

5.0 FORCE MAJEURE

- 5.1. Neither party (SUNGROW or the End-user) shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of acts of god or other cause which is beyond the reasonable control of such party and could not have been avoided by the exercise of reasonable prudence, including but not limited to natural disasters (e.g. earthquakes, floods, landslides), explosions, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current or other circumstances with comparable effects (e.g. terroristic attacks, nuclear accidents, war, civil war or similar uprising, general strike, strike, lock-out).
- 5.2. In the event of the occurrence of any force majeure event, the affected party shall notify the other party immediately in writing of the invocation of this section, and each party's obligations hereunder to the other shall be suspended for the duration of such force majeure event; provided, however, that the affected party shall be obligated to use its commercially reasonable efforts to restore performance hereunder as soon as reasonably practicable, and provided, further, that if such event continues for more than thirty (30) days in the aggregate in any six (6) month period, the non-affected party shall have the right to terminate this agreement at any time upon written notice to the other party.

6.0 END-USER'S OBLIGATIONS

- 6.1. In order to receive the benefits of this Warranty, the End-user must use the product in a normal way; follow the Product's current Manual; protect against further damage to the product if there is a discovered defect.
- 6.2. End-user shall provide SUNGROW Service personnel with access to the Site 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 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.
- 6.3. 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.

7.0 OTHER LIMITATIONS

- 7.1. SUNGROW's obligations under this Warranty are expressly conditioned upon receipt by SUNGROW of all payments due to it (including interest charges, if any). During such time as SUNGROW has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, or the payments stipulated in Item 8.1, 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.

8.0 COSTS NOT RELATED TO WARRANTY

- 8.1. The End-user shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of SUNGROW representatives outside the terms of this Warranty will be borne by the End-user.

9.0 LIMITS OF LIABILITY

- 9.1. This Warranty constitutes End-user's sole and exclusive remedy for claims against SUNGROW in respect to defective or non-conforming Products hereunder and is in lieu of 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, tort or otherwise, including without restriction, any warranties of merchantability or of fitness for a particular purpose, and any such warranty, condition, guarantee or representation is hereby excluded. In no event shall any claim, failure of any Product hereunder, or breach of this Warranty, render SUNGROW, its affiliates, subcontractors or suppliers liable to End-user or its affiliates for indirect or consequential damages or loss of use associated with warranty claims for lost profits or loss of revenues, or any associated equipment, cost of capital, cost of substitute equipment, facilities, services or replacement power, downtime costs, claims of End-user's customers for such damages, or for any other special, consequential, incidental, indirect or exemplary damages. SUNGROW's total liability for any and all warranty claims and costs under this Warranty shall not exceed the total amount of payments received by SUNGROW for the product that is the subject of a claim.
- 9.2. The Warranty limitations mentioned here above will be applicable unless they are against the legal prescriptions currently running on each country in reference with product responsibility. In case of conflict with any of these prescriptions, the nullity will affect only that clause in particular, being valid the rest.

10.0 WARRANTY CONTRACT EFFECTIVE DATE, APPLICATION AND VALIDITY

- 10.1. Present warranty contract conditions are valid as of the corresponding issue date and shall be applicable to all those SUNGROW inverters and peripheral devices manufactured from the date onwards, and for which the said guaranty extension has been taken out, remaining valid until December of the year in force, for signed contract, or until the next issue change for the unsigned contracts. SUNGROW reserves the right to make any changes and modifications, at no prior notice, for unsigned contracts in addition to the right to decide whether to accept new contracts or the annual contract renewal.

11.0 PRICE

- 11.1. For additional services or service not covered under this Warranty, SUNGROW will charge, for each of the service personnel, \$1000 USD per day during work-days and hours; \$1200 per day during national holidays and weekend; commencing from the time of travel from the office to the project location and concluding upon return, plus the travel expenses.

11.2. SUNGROW reserves the right to adjust the prices.

12.0 PAYMENT TERMS

12.1. The payment for the services should be paid once within Thirty (30) days after the date SUNGROW's invoice issued