

Manufacturer's Warranty for Distribution

SA Region

1 DEFINITIONS

- 1.1 This limited manufacturer warranty is applicable for all products as listed under 1.3, 1.4 and 1.5 via Sungrow to a Distributor.
- 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.
- 1.3 “Residential Product” means the photovoltaic inverters and peripheral devices or accessories for up and equal to 20kW mainly used in the residential market.
- 1.4 “Residential Battery” means Lithium-Ion battery for residential use (SBRXXX) which is sold together with the Sungrow hybrid inverter (SHXXRS).
- 1.5 “C&I Distribution Product” means the photovoltaic inverters sold via the Distribution market and mainly used in smaller projects and in C&I markets without direct sales from Sungrow and peripheral devices or accessories higher than 20kW and up to 250kW.
- 1.6 “Warranty” means the Limited Manufacturer Warranty for Product.
- 1.7 “End-user” means the owner of the Product or a company authorized by owner making claims under this Warranty.
- 1.8 “Manual” means the Sungrow installation, operation and maintenance guide for the Product covered under this Warranty applicable at the time the contract is concluded.
- 1.9 “Site” means the location, where the Product is installed for initial operation and which is communicated to Sungrow.
- 1.10 “Warranty Period” means the period of time the Product is covered under this Warranty.
- 1.11 “Sungrow Service Personnel” means any employee, agent or other third party authorized directly or indirectly by Sungrow to conduct work under this Warranty.

2 LIMITED WARRANTY

- 2.1 Sungrow warrants that the Products are free from defects in material and workmanship for the standard warranty period is indicated in the table below. The Warranty Commencement Date shall be the three (3) months after the Product is shipped from Sungrow factory. The distributor needs to register the standard warranty based on the commencement date.

Products	Standard Warranty Period	Maximum Warranty Period
Residential Products		
SH6.0RS	10 years	15 years
SBR battery series	10 years	15 years
C&I Products		
ST101/106/111/115/120/124/129/203/212/221/230/240/249/258CP	2 years	10 years
SC50HV series	5 years	10 years

SG33/50/110CX	5 years	20 years
SG50/125CX-P2		

- 2.2 Where applicable, extended warranty must be purchased along with the purchase of the Product.
- 2.3 The warranty is transferable within the ownership from original customer to end-user as long as the initial place of installation hasn't been changed.
- 2.4 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:
- 2.4.1 For the Residential Battery the remaining Usable Energy is as measured and calculated using the following testing method and values:
- 2.4.1.1 *Battery SOC range set to 0-100% in the iSolarCloud app.*
- 2.4.1.2 *Ambient temperature is between 25~ 28°C.*
- 2.4.1.3 *Discharge the battery with constant current until the battery reaches End of Discharge Voltage ("EODV") or its self-protective voltage.*
- 2.4.1.4 *Wait for 10 minutes.*
- 2.4.1.5 *Charge the battery with constant current and constant charge voltage to its full capacity.*
- 2.4.1.6 *Wait for 10 minutes.*
- 2.4.1.7 *Discharge the battery with constant current until it reaches EODV or its self-protective voltage. Record the current, voltage and time.*
- 2.4.1.8 *The remaining Usable Energy is the integral of discharge time, current and voltage.*
- 2.4.2 Sending replacement for product whereby Sungrow reserves the right to supply a different or newer product model, or product from a third-party, if appropriate; in case of delivery of another product model or the product of a third party.
- 2.4.3 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 refurbished if older than 6 months. In case of replacement, the Product removed shall become the property of Sungrow.
- 2.4.4 Sending on-site Sungrow Service Personnel for repairs;
- 2.4.5 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.
- 2.4.6 Checking installation and making recommendation for possible corrective measures.
- 2.4.7 Collecting the defective and replaced Products as property of Sungrow. After disassembling the Product, the End-user / Owner / Claimant has the responsibility to store the Product in a professional manner 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.
- 2.5 Sungrow reserves the right to require End-user to pay a deposit prior to the subsequent performance for End-users who have, or had, overdue payment in purchasing of products or service from Sungrow, its subsidiaries or distributors.
- 2.6 Only distributors are authorized to charge/discharge of new residential battery module(s) to be

added on an existing battery stack.

3 EXTENDED WARRANTY FOR C&I DISTRIBUTION PRODUCT

- 3.1 The purchase of an extended warranty for the inverters can be done via the regular Distribution channel or directly at Sungrow. During the purchase process as well up to twenty-four (24) months after the production date which can be seen, inter alia, from the serial number of the Product concerned the parties are free to agree on an “extended warranty”.
- 3.2 The Handling of the extended warranty is similar to the limited manufacturer warranty except for following:
 - 3.2.1 The period covered by the extended warranty follows the logic of the period covered by this warranty 2.1 and will just extend the limited manufacturer warranty according the product purchased.
 - 3.2.2 The details of this agreement, including the terms and conditions (in particular the price and length of extended warranty) are specified in an additional separate contract (extended warranty) to the regular sales process.
 - 3.2.3 Should the parties agree on an extended warranty beyond the five (5) years established in item 2.1 of these warranty terms (extended warranty), in accordance with the separate contract on extended warranty and simultaneously with the conclusion of the purchase contract on the purchase of the product with Sungrow, the end user must additionally, at his own discretion:
 - 3.2.3.1 *Notify Sungrow about the warranty extension.*
 - 3.2.3.2 *Do a proper regular maintenance according the inverter manual valid for this product and thereof proof can be provided on demand or on a yearly basis.*
 - 3.2.3.3 *Either conclude a maintenance contract with Sungrow regarding the maintenance of the product to be purchased from Sungrow,*
 - 3.2.3.4 *Or conclude a maintenance contract with a third-party company regarding the maintenance of the product to be purchased,*
 - 3.2.3.5 *Or perform maintenance of the product to be purchased by itself following Sungrow’s manual indications.*
 - 3.3 The person performing the maintenance – in the event that this is not Sungrow – shall be qualified by the countries regulation or better trained and homologated by Sungrow and thereof proof can be provided on demand.
 - 3.3.1 In the event that maintenance is performed by a non-qualified 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 qualified person as requested under 3.3.
- 3.4 The exclusion of warranty in accordance with item 4. of this manufacturer’s warranty shall remain unaffected.
- 3.5 All the warranty extension rights shall be suspended in the event of the total or partial non-payment of the product or component giving rise to the claim.
- 3.6 Termination of the extended warranty by Sungrow. Irrespective of item 6.4 of this manufacturer’s warranty, Sungrow shall have the right to ordinary terminate 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.

4 CLAIM PROCESS

- 4.1 To initiate the warranty claim process, the claimant should inform Sungrow via the contact methods set out on Sungrow's website www.sungrowpower.com. Sungrow may require additional information regarding the claim, which may include, without limitation, proof of purchase and/or delivery, SLD of installation, serial and model numbers, evidence regarding the basis of claim including images, and information to assist troubleshooting.
- 4.2 Sungrow will respond to the claim in a timely manner by either accepting the claim with the service ticket number or refusing the claim with appropriate reasons by email. Sungrow may determine the solutions for the claim. Sungrow will endeavour to respond within 24 hours, excluding weekend and local public holidays.
- 4.3 Sungrow reserves the right to demand the claimant to pay a deposit in advance before the service solution is implemented if there is an overdue payment in purchasing of products or service from Sungrow.

5 CLAIMS NOT COVERED BY WARRANTY

- 5.1 If the cause of failure is confirmed to be out of warranty by the On-site Report or Recovery Report, the claimant shall be responsible to pay for the associated expenses incurred, including the service fees, travel disbursements, freight and material fees.
- 5.2 If a unit or part returned to Sungrow is found not to be defective or otherwise not covered by this warranty, the claimant shall be responsible to pay for the associated expenses incurred, including the service fees, travel disbursements, freight and material fees.
- 5.3 If the claimant has paid deposit in advance, the related expenses set out in 5.1 and 5.2 shall be deducted from the deposit within three (3) months from the date of issuance of the On-site Report or Recovery Report and the balance shall be duly returned to the claimant.
- 5.4 If the claimant does not pay the related expenses set out in 5.1 and 5.2 when it falls due, Sungrow reserves the right to reject further warranty claims for all Products installed at the same project site until the fees are paid in full.

6 WARRANTY EXCLUSIONS

- 6.1 This Warranty does not cover any defects, damages and/or losses caused by:
- 6.2 Improper transportation, handling and improper delivery caused by or for which the Distributor, Installer or End-user is responsible;

- 6.2.1 Failure to properly store the Product before installation, unless Sungrow has stored the Product;
- 6.2.2 Failure to comply with applicable laws and standards;
- 6.2.3 Failure to comply with the product guidelines, warnings or instructions including, but not limited to, Technical Specification, maintenance manual, installation guidelines, design guidelines, etc. For Residential Battery, Use of an incompatible PCS (inverters, DC/DC converters, etc.);
- 6.2.4 Use and application beyond the definition in the Manual;
- 6.2.5 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;
- 6.2.6 Adjustment or alteration, not authorized in writing by Sungrow;
- 6.2.7 Modifications or attempts to repair not made by personnel authorized by Sungrow After Sales Services;
- 6.2.8 Voltage surge coming from PV array (DC side) or from grid (AC side);
- 6.2.9 Damages due to a numerous external insulation failure coming from the DC side;
- 6.2.10 Acts of nature and/ or Force Majeure such as surge, fire, flood, plagues, earthquake, and lightning;
- 6.2.11 Damage or accidents due to third parties' actions or any other reasons different from the standard use of the Product;
- 6.2.12 Insufficient ventilation/airflow of the equipment, use outside of the operating temperatures specified in the User Manual;
- 6.2.13 Downtimes or other business interruption of the Product and/or the installation, including but not limited to loss of profit;
- 6.2.14 This Warranty does not cover costs for End-user's employees and/or any third parties, unless stipulated otherwise in the Warranty.
- 6.3 This Warranty does not cover fuses, surge suppressors, filters, or cosmetic / optical damages or wear and tear.
- 6.4 This warranty shall be void, if
 - 6.4.1 Serial number of the product has been altered, manipulated, or cannot be clearly identified;
 - 6.4.2 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.
 - 6.4.3 When applicable, the End-user fails to proof the maintenance has been done during the applicable warranty period according Sungrow's system manual.
- 6.5 Any other warranty rights not covered in this document is out of the scope of warranty.

7 END-USER's OTHER RIGHTS

- 7.1 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.
- 7.2 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.

8 CLAIMANT'S OBLIGATIONS

- 8.1 The Products must be used for its intended purpose within the specifications and environment prescribed in the Products' user manuals. Best efforts must be taken to protect the Products against further damage if any defect has been discovered.
- 8.2 The claimant must grant Sungrow's service personnel free access and permits to the site as required to conduct any on-site services as soon as the personnel arrives on site. The claimant must also ensure that the site is free from hazards or obstructions, and that all safety precautions are followed at the site. Sungrow shall have no liability in the event access to the products could not be provided at the agreed time. In such cases, the claimant shall be invoiced for, and must pay, any costs incurred by Sungrow as a result of rescheduling the site visit.
- 8.3 The claimant must validate the performance of third-party equipment or controllers and ensure that it does not adversely impact on-site service.

9 OTHER LIMITATIONS

- 9.1 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.
- 9.2 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.

10 LIMITS OF LIABILITY

- 10.1 This warranty constitutes the sole and exclusive remedy for claims against Sungrow in respect to defective or non-conforming products and is in lieu of and excludes all other warranties, conditions, guarantees or representations relating to the products, whether oral or written, express or implied, including without restriction, any warranties of merchantability or of fitness for a particular purpose. All other obligations or liabilities on the part of Sungrow are expressly excluded and disclaimed. In no event shall any claim, failure of any product hereunder, or breach of this warranty, render Sungrow, its affiliates, employees, subcontractors or suppliers liable for indirect or consequential damages or loss of use associated with warranty claims for lost profits, loss of revenues, loss of data, loss of production or any associated equipment, cost of capital, cost of substitute equipment, facilities, services or replacement power, downtime costs, claims of any third- parties for such damages, or for any other special, consequential, incidental, indirect or exemplary damages. Sungrow's aggregate liability for any 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.

11 GOVERNING LAW

- 11.1 This warranty and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of the China.
- 11.2 If any provision of this warranty is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law or any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be

construed and enforced as if the unenforceable provisions were replaced by valid, legal and enforceable provisions that come closest to Sungrow's intention underlying the invalid or unenforceable provision.

- 11.3 The United Nations Conventions on Contracts for the International Sale of Goods (1980) shall not apply to this warranty or any aspect of any dispute relating to this warranty.