SUNGROW Limited Manufacturer Warranty for Distribution

1. DEFINITIONS

1.1. This limited manufacturer warranty is applicable for all products as listed under 1.3 sold from March 16th 2020.

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:

European Union (Austria, Belgium, Bulgaria, Denmark, Croatia, Cyprus, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Rumania, Sweden, Slovakia, Slovenia, Spain, Czech Republic); Bosnia and Herzegovina, Norway, Scotland, Switzerland, United Kingdom, Oversea Territories of countries listed in the European Union and United Kingdom.

1.3. "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 starting from 20kW up to 250kW.

1.4. "Warranty" means this Limited Manufacturer Warranty for Product.

1.5. "End-user" means the owner of the Product or a company authorized by owner making claims under this Warranty.

1.6. "Manual" means the SUNGROW installation, operation and maintenance guide for the Product covered under this Warranty applicable at the time the contract is concluded.

1.7. "Site" means the location, where the Product is installed for initial operation and which is communicated to SUNGROW.

1.8. "Warranty Period" means the period of time the Product is covered under this Warranty.

1.9. "Extended warranty" means the total warranty period of time the product is covered under this warranty.

1.10. "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 MANUFACTURER WARRANTY

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

2.2. 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.

2.3. 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:

2.3.1. Sending replacement for product or inverters claimed whereby SUNGROW reserves the right to supply a different or newer product or inverter model, or product or inverter from a third- party, if appropriate; in case of delivery of another product or inverter model or the product or inverter of a third party, the Warranty also includes adjustments to the periphery of the Product or inverter to be replaced by SUNGROW to ensure its functionality. The cost coverage for those adjustments are limited to a max of fifty percent (50%) of the single product value. The shipment is normally done within two to five working days (Monday to Friday, excluding public holidays and bank holidays) when the claim has been confirmed and accepted by SUNGROW and the part is on stock.

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 month. In case of replacement, the Product removed shall become the property of SUNGROW. The replacement costs will be borne by SUNGROW as listed:

Service Region	Countries of Regions	Handling charge per product Nominal power > 20 kW
A Region	Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Norway, Sweden, Scotland, Switzerland, United Kingdom	€ 150 for up to 100kW € 180 for up to 250kW
B Region	Croatia, Cyprus, Czech Republic, Greece, Hungary, Malta, Poland, Portugal, Slovakia, Slovenia, Spain,	€ 100 for up to 100kW € 130 for up to 250kW
C Region	Bulgaria, Estonia, Latvia, Lithuania, Rumania, Bosnia and Herzegovina, Oversea territories	€ 80 for up to 100kW € 110 for up to 250kW
Other countries	Not listed countries have a different manufacturer warranty	n.a.

In case claims are made for more than one product, the handling charge will be reduced by 50 % per each further product. Invoice against SUNGROW to be made within 4 weeks after replacement sent out including referring ticket- number.

All travel cost are included and will not be extra compensated.

The shipment cost are covered under this warranty as following:

Service Region	Countries of Regions	Shipment cost and / or custom clearance
A Region	European Union (Austria, Belgium, Bulgaria, Denmark, Croatia, Cyprus, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Rumania, Sweden, Slovakia, Slovenia, Spain, Czech Republic); United Kingdom, Scotland, Norway, Switzerland,	Covered by SUNGROW at DDP conditions based on Incoterm 2020
B Region	Oversea Territories of countries listed before. Bosnia and Herzegovina, not listed countries	**Not** covered by SUNROW

2.3.2. Sending on-site SUNGROW Service Personnel for repairs.

2.3.3. 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 as stipulated under 2.2.1.

2.3.4. Checking installation remotely or locally and making recommendation for possible corrective measures.

2.3.5. 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 (see item 7.3.) 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 six (6) weeks 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; and/or 4.1.

2.4. Subsequent performance within the meaning of item 2.2. without prejudice to the provisions of item 2.2. 1. 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.

2.5. 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. SUNGROW may asking for signing a cost declaration letter when the owner needs a replacement shipment out without further investigation support on the claimed product. The cost for an invalid claim is limited to the product sales price, shipment and transport cost as well a reasonable handling fee of 10% but minimum 50 € in case of an invalid warranty claim. The claimant will get a feedback report with the invoice. For alternative solutions, 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 6.5.

2.7. The period covered by this Warranty for the product installed in the countries as listed under 1.3 for initial operation is five (5) years for the inverters and two (2) years for the peripheral or accessory devices including Batteries. All products initially sold via Sungrow to Distribution. Start date is the date of sales to End-user (invoice as reference) or with finished commissioning when the products have been registered within SUNGROW. In any case the standard warranty period for the inverters is no more than six (6) years since production date (which can be seen, inter alia, from the serial number of the Product concerned). For all other products the starting point is not later than one year after initial sales from Sungrow to Distributor.

2.8. The best way to claim is going back the supply chain, e.g. owner to installer, installer to distributor, distributor to Sungrow. Alternative contact points can be found under https://www.sungrowpower.com.

3. Extended Warranty

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) month 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” in addition to the five-year period covered by this Warranty in accordance with item 2.7 of these warranty terms.

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 (2.7) 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 2.6. 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 SUNGROWs 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 4.0 of this manufacturer's warranty shall remain unaffected.

3.5. SUNGROW will cover the shipment cost as declared under 2.2.1.

3.6. SUNGROW will not compensate for any handling charge per product as stated in 2.2.1.

3.7. 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.

3.8. Termination of the extended warranty by SUNGROW

Irrespective of item 4.14 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. 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 Distributor, Installer or End-user is responsible.

4.2. Failure to properly store the Product before installation, unless SUNGROW has stored the Product.

4.3. Non-compliance with applicable regulations and standards.

4.4. Improper installation, not following the Manual (however, the "applicable regulations and standards" referred to in point c. above take precedence over the Manual).

4.5. Use and application beyond the definition in the Manual.

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 qualified personnel.

4.7. Adjustment or alteration, not authorized in writing by SUNGROW.

4.8. Modifications or attempts to repair not made by personal authorized by SUNGROW After Sales Services.

4.9. Voltage surge coming from PV array (DC side) or from grid (AC side).

4.10. Damages due to a numerous external insulation failures coming from the DC side.

4.11. Acts of nature such as surge, fire, flood, plagues, earthquake, and lightning.

4.12. Damage or accidents due to third parties' actions or any other reasons different from the standard use of the Product.

4.13. Insufficient ventilation of the equipment.

4.14. Downtimes or other business interruption of the Product and/or the installation, including but not limited to loss of profit or revenues (lucrum cessans).

4.15. This Warranty does not cover fuses, surge suppressors, filters, other consumable spare part or cosmetic / optical damages or wear and tear.

4.16. This Warranty does not cover costs for End-user's employees and/or any third parties, unless stipulated otherwise in the Warranty.

4.17. This Warranty shall be void, if

4.17.1. The serial number of the Product has been altered, manipulated, or cannot be clearly identified.

4.17.2. 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.

4.17.3. The End-user fails to proof the maintenance has been done during the applicable warranty period according SUNGROWS system manual following 3.0.

4.18. All the warranty rights shall be suspended in the event of the total or partial non-payment of the product or component giving rise to the claim.

5. END-USER's OTHER RIGHTS

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. END-USER'S OBLIGATIONS

6.1. To claim under this warranty the end-user shall provide following information, when available through SUNGROW Service Support Website:

6.1.1. Product and serial number

6.1.2. Copy of the invoice and if available installation report

6.1.3. A brief description of the non-conformity or defect including any failure code and what has been done so far.

6.1.4. The end-user is doing a proper regular maintenance according the inverter manual valid for this product and thereof proof can be provided on demand.

6.2. The 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 might 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. 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 returning the site after finishing the daily tasks.

6.4. 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).

6.5. In case the root of failure is confirmed to be out of this Warranty by an On-site Report, Recovery Report or Repair 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 authorizes 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. OTHER LIMITATIONS

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 Force Majeure such as but not limited to war, riots, terror, sabotage, strike, natural disasters or equivalent events in the region of the Site.

8. LIMITS OF LIABILITY

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 9.2. and notwithstanding any rights of the End-user under item 6.1. sentence 2.

8.2. 9.2. For any other damage claims in connection with this warranty SUNGROW Service Personnel are only liable to the following extent:

8.2.1. SUNGROW is liable in case of intent and gross negligence.

8.2.2. 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.

8.2.3. The Warranty limitations mentioned here above will be applicable unless they are against legal prescriptions currently running on each country in reference with product liability. In the event of conflict with any of those prescriptions, the nullity will affect only to that clause in particular, 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.