

## NORTH AMERICA STANDARD WARRANTY EXTENDED WARRANTY

### 1. DEFINITIONS

- 1.1. The warrantor for the limited warranties set forth herein is Sungrow USA Corporation, as well as Sungrow Power Supply Co., Ltd. (collectively referred to as "Sungrow").
- 1.2. The "Product" means the Inverters, transformers and peripheral devices manufactured by Sungrow and purchased from Sungrow by End-user.
- 1.3. The "Warranty" means this limited warranty contract for the Product.
- 1.4. "End-user" means the party who purchases the Products from Sungrow, or any subsequent owner of the Product with valid assignment of ownership, for which Service, as defined herein, will be performed under the Warranty.
- 1.5. "'Manual' means all manuals, guides, or similar documents which are provided in writing by Sungrow to End-user and which relate to the installation, operation, maintenance, or storage of the Products; provided, however, that any changes or additions to such documents shall not be retroactively applied."
- 1.6. "Service" means a site visit or remote services by Sungrow technicians, including its subcontractors, in response to a Warranty Claim, whether covered under this Warranty or excluded.
- 1.7. "Site" means the location the End-user has installed the Product covered under this Warranty.
- 1.8. "Warranty Period" means the period the Product is covered under this Warranty as set forth in Section 3 below titled *Warranty Period*.
- 1.9. "Warranty Commencement Date" has the meaning set forth in Table A.
- 1.10. "Warranty Claim" means notifying Sungrow of a Product non-conformity or defect during the Warranty Period within five (5) business days via phone, email, or the Global Service Platform. "Product Delivery Date" means the earlier of: (i) the day the product is delivered to the location designated by the End-user; or (ii) sixty (60) days from the date Sungrow stores the Products in the United States or Canada (as applicable) at the direction of, and on the behalf of, End-user.
- 1.11. "Defect" means a design, engineering, materials, manufacturing, production, workmanship or assembly of the Product or Product Components that does not conform to the Product Specifications and/or adversely affects the Product's operation or functioning.
- 1.12. "Extended Warranty" means the option for the End-user to purchase additional years of warranty services by Sungrow for the Products, prior to the last twelve (12) months of the Warrant Period and provided that the Warranty has not been voided.

### 2. LIMITED WARRANTY

- 2.1. Sungrow warrants that the Products are free from defects in design and manufacturing by Sungrow, and from defects in material and workmanship.
- 2.2. If the End-user identifies any non-conformity or defect in the Product during the Warranty Period, the End-user will provide notice by phone, email or via the Global Service Platform (<https://gsp.sungrow.cn/>) within five (5) business day of the date that the End-user identified the non-conformity or defect. To issue a Warranty Claim for Defect under this Warranty the End-user shall provide the following information:
  - (a) Product and serial number
  - (b) A brief description of the non-conformity or Defect, including any failure code and what investigation has been done so far.
- 2.3. Upon request by Sungrow, End-user shall provide (i) proof of ownership, including valid assignment of ownership, the Warranty Claimed serial number and/or (ii) evidence of executed regular or corrective maintenance reports on the Products in reference to the Warranty Claim.
- 2.4. Sungrow will make all commercially reasonable efforts to notify End-user by email within one (1) business day of receiving End-user's Warranty Claim of a Defect under this Warranty, whether Sungrow accepts the Warranty Claim or if more information is required to evaluate the Warranty Claim. If the Warranty Claim is approved, Sungrow will assign the warranty work a service ticket number. In the event that Sungrow denies the Warranty Claim due to one of the exclusions or limitations listed in this Warranty, Sungrow will offer a thorough written justification to End-user.
- 2.5. Sungrow's decision to accept or reject a Warranty Claim is final, although the End-user may dispute it under the applicable dispute terms of a relevant purchase order or purchase agreement for the Products.
- 2.6. If Sungrow accepts a Warranty Claim submitted by End-user, Sungrow shall, in its sole and absolute discretion, either send a replacement Product(s) to the End-user or shall dispatch technicians to the Site to perform any needed on-Site

- repairs.
- 2.7. Sungrow will have sole and absolute discretion for determining whether it will pursue the repair or replacement remedy, but in either case, the costs of performing the remedial work (including, but not limited to, the costs of transporting replacement Products) shall be at Sungrow’s expense, subject to a right of recuperation of those costs under the circumstances described in Section 2.11.
  - 2.8. Sungrow may, in its sole and absolute discretion, engage third-party service providers to perform any of the remedial work hereunder, provided that Sungrow shall be solely responsible for the actions, omissions and costs of such third-party service providers.
  - 2.9. Sungrow shall produce (or ask its service providers to produce) a field service report in respect of any on-Site remediation work performed under Warranty.
  - 2.10. If Sungrow sends replacement parts, the defective Products that have been replaced shall become the sole property of Sungrow, and the End-user shall collect and store those defective Products for Sungrow until such time as Sungrow can collect said Products or arrange for shipment back to Sungrow. End-user’s obligation to collect and store defective Products shall last for: (i) up to one (1) month in, Canada, United States (excluding Alaska).
  - 2.11. If, after performing Warranty work, Sungrow determines that the cause of the defect was not covered under this Warranty, Sungrow reserves the right to charge the End-user for all reasonable costs directly incurred by Sungrow in performing work for the Warranty Claim.
  - 2.12. Installed Product relocated to another site requires the unit be re-commissioned by Sungrow.
  - 2.13. 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 inverter model to settle a Warranty Claim, provided that such inverter model is functionally equivalent to the original inverter and does not negatively affect the performance of the system to which the inverter will be installed. Any parts that are replaced may be new or reconditioned to be like new.
  - 2.14. All parts repaired or replaced pursuant to this Warranty will also be subject to the provisions of Section 2 Warranty, to the same extent as original Products. The Warranty Period with respect to repaired or replaced parts by Sungrow will run for the longer of the: (i) the original Warranty Period for the defective Product; or (ii) twelve (12) months from the date of completion of the repair or replacement.
  - 2.15. End-users authorized by Sungrow to perform repair or replacement of Products with the use of Spare Parts are covered by this Warranty for the longer of: (i) the original Warranty Period for the defective Product; or (ii) twelve (12) months from the date the repair or replacement was completed.
  - 2.16. All Service work performed by Sungrow is warranted for one (1) year from the day the service was completed.

**3. WARRANTY PERIOD**

The Warranty Period for a Product installed in the United States, or Canada are indicated in Table A below.

**TABLE A**

<b>Products</b>	<b>Standard Warranty Period</b>	<b>Warranty Commencement Date</b>
String Inverters (SG36CX, SG60CX, SG125HV)	10 Years	The earlier date between: i) First-time commissioning date; or ii) Six (6) months after the Product delivery date.
All other String Inverters	5 Years	
All Central Inverters	5 Years	
Inverter Station Products (MV transformer, switchgear)	5 Years	In case no evidence of the two above the warranty commencement will be 12 months from production according to the serial number.
Inverter Station Products (all other equipment)	3 Years	
Re-combiners and Combiners	2 Years	
Communication, Monitoring, and Control Equipment	2 Years	

**4. EXTENDED WARRANTY PERIOD**

- 4.1. Prior to the last twelve (12) months of the Warranty Period and if the Warranty has not be voided, End-user may

- purchase additional years of warranty services by Sungrow for the Products (the “Extended Warranty”), if the conditions outlined herein have been met.
- 4.2. An Extended Warranty shall start only if Sungrow has received payment in full for the extension, or annual installments may be accepted with an additional fee.
  - 4.3. Should Sungrow agree to provide an Extended Warranty beyond the five (5) years specified in Table B of these Warranty terms, the End-user must additionally, in accordance with the Manual conduct regular & proper maintenance which can be provided to Sungrow upon request for review. All maintenance on the Products may be performed by any of the following:
    - (a) by Sungrow through a written agreement for Sungrow to provide the required maintenance in accordance with the Manual.
    - (b) by a qualified third-party through a written agreement for the qualified third-party to provide the required maintenance in accordance with the Manual
    - (c) or by self-performance with qualified personnel.
  - 4.4. The period covered by the Extended Warranty for Product installed in the United States, or Canada is indicated in Table B below.

**TABLE B**

<b>Products</b>	<b>Offered Extended Warranty Options</b>
String Inverters (SG36CX, SG60CX, SG125HV)	5,10 Years
All other String Inverters	5, 10, 15 Years
All Central Inverters	5,10,15 Years
Inverter Station Products (MV transformer, switchgear)	5 Years
Inverter Station Products (all other equipment)	Not available
Re-combiners and Combiners	Not available
Communication, Monitoring, and Control Equipment	Not available

- 4.5. It is recommended that the Extended Warranty be purchased together with the Sungrow preventive maintenance plan to comply with Sungrow standards.
- 4.6. If purchasing an Extended Warranty, it must be purchased for every inverter on the Site.
- 4.7. Sungrow will, upon request and for a reasonable fee, perform additional Services not covered by this Warranty, such as repairs or replacements with the most recent version of the Product.

**5. WARRANTY EXCLUSIONS**

- 5.1. The Warranty does not cover defects or damages caused by:
  - (a) Normal wear and tear, oxidation, deterioration or damage due to misuse or neglect by End-user, or superficial imperfections, dents or marks, in each case that do not impact Product performance or integrity.
  - (b) Improper transportation and/or delivery in the event Customer assumes transportation responsibility.
  - (c) Failure to properly store the Product before installation by Customer.
  - (d) Improper installation unless caused by Sungrow or its agents.
  - (e) Use and application of the Product beyond the definition in the Manual.
  - (f) Repair, adjustment, or alteration, not authorized in writing by Sungrow.
  - (g) Force Majeure events
  - (h) The customer’s non-compliance with applicable regulations and standards
  - (i) Voltage surge coming from DC side, grid AC side or externally caused harmonics.

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- (j) 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.
- (k) Acts of nature such fire, flood, earthquake, and lightning
- (l) Damage or accidents due to third parties' actions, vandalism, a surge, or improper use of the Product
- (m) Any other non-conformity, defect, damage or failures not: (x) caused by Sungrow or a Sungrow agent; or (y) arising out of the manufacture of the Product or component by Sungrow or a Sungrow agent resulting from: (i) the operation, maintenance or repair of the Product by the End-user or any third party other than a Sungrow or a Sungrow agent and (ii) a failure to perform (or cause to be performed) maintenance of the Product required under the Manual; provided that operation of the Product consistently with the Sungrow Manual and other guidelines shall not, on its own, invalidate a claim or be reason for Sungrow's rejection of a claim for Defect under this Warranty

**5.2. The Warranty does not cover:**

- (a) fuses, surge suppressors, filters, cosmetic damages optical damages or normal wear and tear.
- (b) costs for End-user's employees and/or any third parties, unless stipulated otherwise in the Warranty.
- (c) Regulatory changes or recertifications
- (d) Downtimes or other business interruption of the Product and/or the installation, including but not limited to loss of profit, loss of availability, or loss of production.

**5.3. The Warranty shall be void, if any of the below occurs.**

- (a) Serial number of the Product has been altered, manipulated, or cannot be clearly identified.
- (b) The End-user does not provide sufficient access to the property/building on or in which the Product concerned is stored or installed, to the PV array itself, of which the Product concerned has become an integral part in the event the Product has already been installed, or to the Product itself, which is subject to inspection, testing, and correction, including Firmware/Software upgrades. This is applicable to both on-Site and remote access.
- (c) The End-user fails to make any Product subject of a Warranty Claim available for inspection, testing and correction.
- (d) The End-user does not provide maintenance records or other similar evidence consistent with Sungrow's Manual that the required maintenance was performed during the relevant Warranty Period as detailed in the Sungrow's Manual.

**6. END-USER'S OBLIGATIONS**

- 6.1.** In order to receive the benefits of this Warranty, the End-user must install, maintain and operate the Product according to the Manual; reasonably protecting against further damage to the Product if a defect is discovered.
- 6.2.** End-user shall provide Sungrow service personnel with reasonable access to the Site and any special instructions needed to access the Site. Provided that Sungrow gives reasonable advance notice to the End-user of its intent to access the Site for Service, Sungrow shall have no liability if Site access is not provided, and End-user will be invoiced for any costs incurred by Sungrow if an additional visit is required due to lack of access.
- 6.3.** It is the End-user's responsibility to notify Sungrow of any hazards at the Site and to guarantee the Site is free from hazards or obstructions, and that all applicable Site safety precautions have been communicated to Sungrow in a timely manner. Sungrow shall ensure that its own personnel follow the safety precautions at the Site as provided by the End-user.

**7. OTHER LIMITATIONS**

- 7.1.** Sungrow's obligations under this Warranty are valid only if the End-user complies with its payment obligations under the applicable purchase order or other purchase agreement for the Products. If the End-user is in breach of its undisputed payment obligations for the applicable Product, in accordance with the contract terms under which the Product is sold, Sungrow shall have no Warranty obligations with respect to such Product until the undisputed payment has been made in full to Sungrow. Also, during such time, the Warranty Period for the Product shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

**8. 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 determine no corrective maintenance is required. The End-user shall also be invoiced for, and shall pay, any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of Sungrow representatives to the extent such costs and expenses are not included in the terms of this Warranty.

**9. WARRANTY APPLICATION AND VALIDITY**

**9.1.** Sungrow, in its sole and absolute discretion, reserves the right to make any changes and modifications to this Warranty, at no prior notice, for future, unsigned purchase orders or contracts, in addition to the right to decide whether to accept new contracts or annual contract renewals.

**10. PRICE**

**10.1.** For Services not covered under this Warranty, Sungrow will charge based on its standard service price schedule. Sungrow, in its sole and absolute discretion, reserves the right to revise prices with respect to the excluded Services at any time.

**11. CONDITIONAL TERMS**

The following terms and conditions shall apply solely to the extent that the parties have not executed a purchase order or purchase agreement containing similar terms. In the event of any conflict between and term of this Section 11 and a term of the parties' executed purchase order or purchase agreement, the purchase order or purchase agreement shall prevail.

**11.1. LIMITATIONS ON LIABILITY.**

**11.1.1.** To the fullest extent allowed under the law, this Warranty constitutes End-user's sole and exclusive remedy for Warranty Claims against Sungrow in respect of 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 Warranty Claim, failure of any Product hereunder, or breach of this Warranty, render either party, its affiliates, subcontractors or suppliers liable to the other party 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, Warranty Claims of End-user's customers for such damages, or for any other special, consequential, incidental, indirect or exemplary damages. Each party's total liability for any and all Warranty Claims and costs under this Warranty shall not exceed the total purchase price for the Product that is the subject of a Warranty Claim.

**11.2. FORCE MAJEURE.**

**11.2.1.** Sungrow shall not be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder due to an event of Force Majeure. "Force Majeure" means an act of god or other cause which is beyond the reasonable control of the party whose performance is affected by such event and could not have been avoided by the exercise of reasonable prudence, including but not limited to: extreme natural disasters (e.g. earthquakes, floods, landslides); explosions; fire; pandemics or epidemics; destruction of machines; equipment, factories and of any kind of installation to the extent caused by an event of Force Majeure; terrorist attacks; nuclear accidents; war, civil war or similar uprising; general strike (or lock-out) of a regional or national nature that is not targeted at Sungrow.

**11.2.2.** In the event of the occurrence of any Force Majeure event, Sungrow shall notify the End-user immediately in writing of the invocation of this section, and Sungrow's obligations hereunder shall be suspended for the duration of such Force Majeure event; provided that Sungrow 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 ninety (90) days in the aggregate in any six (6) month period, the End-user shall have the right to terminate this Warranty at any time upon written notice to Sungrow. Sungrow shall exercise commercially reasonable efforts in accordance with prudent industry practices to alleviate and mitigate the cause and effect of such Force Majeure event. Reasonable actions must be taken to avoid and/or limit damages to the End-user.

**11.3. DISPUTE RESOLUTION.**

**11.3.1.** Any dispute under this Warranty which cannot be resolved by the good faith negotiation of the parties shall be finally settled by binding arbitration before a panel of three arbitrators selected and appointed in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect on the date the dispute is submitted to the AAA (the "Rules"). The venue of the arbitration proceedings shall be San Francisco, California, and the language to be used in the arbitration proceedings shall be English. Unless prohibited by applicable laws, the arbitrator(s) shall have the power to issue interim measures, including but without limitation measures for preservation of property, attachment, preliminary injunction, replevin,

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preservation of evidence, etc. to avoid irreparable harm, maintain the status quo, or preserve the subject matter of the dispute. All the arbitration costs - including but not limited to the costs of the arbitrators (whether local or foreign arbitrators), all fees charged by the arbitration institution, experts' fees, and reasonable attorneys' fees -- shall be borne by the losing party. This Warranty shall remain in full force and effect pending the resolution of any dispute hereunder, and each party shall continue to perform its obligations not relating to the pending dispute during the pendency of any dispute. This Warranty is governed by and shall be interpreted in accordance with the laws of the State of California, without reference to conflicts of law.

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