Battery After Sales Agreement

Limited Warranty Terms and Service Conditions for PVSTAR Battery System

[CHINT PVSTAR Energy Solution GmbH, also trading under the name of PVSTAR] (PVSTAR) provides the following limited warranty against the defects specified in these warranty terms and service conditions, which are only applicable to the European market.

Product Range

High-Voltage Battery System, Low-Voltage Battery System (Hereinafter referred to as “battery system”)

1. Warranty Period

1.1 Only when the battery system is installed and used under the operating conditions in the Quick Installation Manual and Installation Manual provided by PVSTAR, and the usage conditions in the User Manual, can PVSTAR guarantee free of charge that the product is free from any defects in material and workmanship during the warranty period.

Warranted product	Standard warranty period
Battery System	Starting from 3 months after shipment from PVSTAR overseas warehouse or 30 days after installation and commissioning (whichever comes first)

1.2 For defective products within the warranty period, PVSTAR shall only bear the cost of spare parts and materials or product replacement. PVSTAR shall not be liable for the transportation costs and any other expenses.

2. Warranty Claim Process

2.1 PVSTAR guarantees that the product will (i) maintain seventy percent (70%) of usable energy, or (ii) maintain above the minimum energy throughput, for ten (10) years from the commencement date of the warranty period, provided that the product is operated in accordance with the specifications and User Manual provided by PVSTAR.

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Product model	Usable energy (kWh)	Minimum energy throughput (MWh)
PVS-HB 7.5k-G2 PVS-BESS-A7.68KTH1	6.91	620.73
PVS-HB 10k-G2 PVS-BESS-A10.24KTH1	9.21	27.63
PVS-HB 12.5k-G2 PVS-BESS-A12.80KTH1	11.52	34.56
PVS-HB 15k-G2 PVS-BESS-A15.36KTH1	13.82	41.46
PVS-HB 17.5k-G2 PVS-BESS-A17.92KTH1	16.12	48.36
PVS-HB 20k-G2 PVS-BESS-A20.48KTH1	18.43	55.29
PVS-LB 5k-G2	4.61	13.83
PVS-LB 10k-G2	9.21	27.63

(1) The usable energy (kWh) should be measured according to the test conditions and methods specified in Appendix 1;
(2) The total power generation capacity for 10 years is calculated based on the usable energy under T=25℃ and 0.5C/0.5C charging and discharging conditions;
(3) Capacity measurement conditions (according to IEC 62619);

3. Warranty Claim Process

3.1 To lodge a claim under this limited product warranty, the customer should, immediately after discovering any nonconformity or defect in workmanship or material of the warranted product, contact PVSTAR Customer Service Center (the contact information is listed in clause 8) and provide the following information to report the nonconformity or defect to PVSTAR:

- Product log data, operational information, error history, and event records;
- A brief description of the nonconformity or defect, including but not limited to input and output parameters;
- Product serial number;
- Copies of invoices, receipts, commissioning reports, or any other documents providing proof of purchase or installation dates of related product; and
- Detailed information for us to contact customer.

3.2 PVSTAR reserves the right to reject the warranty claim, if:

- Product log data, operational information, error history, and event records;
- The customer fails to comply with the above requirements;
- The product is replaced, disassembled or repaired without prior consent from PVSTAR; and
- PVSTAR considers that the defect is not caused by defective workmanship or material.

3.3 If no defects in workmanship or material are found in the product, or if it is determined that the limited warranty is not applicable, PVSTAR reserves the right to seek compensation from the customer for all expenses incurred.

4. Product Replacement)

4.1 PVSTAR shall determine whether a warranty claim is within the scope of this limited product warranty upon receipt of the claim. If PVSTAR determines that the claim is not within the scope of this limited product warranty, PVSTAR shall notify the customer, explaining the reason for the claim rejection. If PVSTAR determines that the claim is within the scope of this limited product warranty, PVSTAR shall repair or replace the product for the customer.

4.2 If PVSTAR chooses to replace the product, it shall provide the replacement product on its own or through its partners after the warranty claim is recorded, investigated and confirmed. Within three weeks after receiving the replacement product, the customer shall return the defective product to PVSTAR in its original packaging or using the packaging removed from the replacement product (or any other forms of safe and reliable packaging to prevent any damage during transportation).

4.3 If PVSTAR has no spare parts or components at that time, while the customer has the spare products of the same model in its own inventory, the customer can replace the product with the authorization of PVSTAR. After the replacement is completed, PVSTAR shall provide the customer with replacement product of equal value based on the model and age.

4.4 After the replacement is completed, the remaining warranty rights shall be transferred to the replacement product, and be recorded by PVSTAR.

4.5 PVSTAR reserves the right to charge the customer for the cost of replacement product for, including but not limited to, the following reasons:

- The replacement product has been delivered to the customer, but the defective product has not been returned to PVSTAR on time;
- Through inspection, the product returned is inconsistent with the product described in the warranty claim.
- Through inspection, it is found that the claimed product is beyond the scope of this limited product warranty, or the limited product warranty has expired.

5. Disclaimer

5.1 The warranty and services do not apply to:

- Any product or packaging damage caused by improper storage before installation;
- Any damage occurred during the product transportation;
- Direct damage caused by a failure to comply with any written system requirements (including on-site operating environment or external electrical parameters);
- Incorrect installation or commissioning of the product (e.g. product knock-down or fail-over);
- Improper use or misuse of the battery;
- Assembly or combined use of third party-products or parts with PVSTAR products;
- Dismantling and reinstalling the product in a location other than the original installation location without formal written authorization and consent of PVSTAR;
- Any losses resulting from PVSTAR's update or restarting customer's system during product maintenance process are not within PVSTAR's scope of liabilities;
- System damages directly caused by customer infrastructure issues;
- Damages caused by force majeure (including but not limited to natural disaster such as earthquakes, fire and lighting, terrorist acts, riots, war); and
- Damages that have no adverse effects on normal operation of the product (such as damage caused by natural wear and tear).

5.2 Travel and accommodation expenses, and on-site installation, modification and maintenance costs are not covered by the standard warranty.

6. Limitation of Liabilities

6.1 Unless otherwise agreed between PVSTAR and the customer, this limited product warranty shall supersede all other warranties, conditions or guarantees relating to the description, quality, fitness for any particular purpose, satisfactory or merchantable quality of the product covered, or any other express or implied warranties, conditions or guarantees.

6.2 PVSTAR shall not be liable for any injury, damage or loss arising from product nonconformity or defect, or any contractual loss, loss in income, loss of use or profit or business, business interruption or any additional operating expenses, or any indirect, consequential or economic damage or loss, whether in contract, tort or otherwise. The remedies provided in this limited product warranty shall be the sole and exclusive remedy of the customer for any failure or defect in the warranted product.

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6.3 Notwithstanding the foregoing provisions, nothing in this limited product warranty shall limit PVSTAR's liability in the following aspects:

- Deceptive or fraudulent and false representation; or
- Any other liabilities that cannot be limited or excluded by law.

7. Contact Details

7.1 For (i) customers who are not consumers, and (ii) consumers whose habitual residence is unknown at the time the action, these Limited Warranty Terms and Conditions of Service are governed by Germany law, and the place of jurisdiction and place of fulfillment is Frankfurt, Germany.
Otherwise, the applicable law and the place of jurisdiction shall be determined in accordance with the general rules.

8. Contact Details

Company Name: CHINT PVSTAR Energy Solution GmbH

Address: Ludwig-Erhard-Straße 30-34, 65760 Eschborn, Hesse, Germany

E-mail Address: info@pvstar.com

Website: www.chintpvstar.com

Appendix 1

Designed Energy measurement condition:

Ambient temperature: 25~28 degree C;

Charge/Discharge method:

1. Perform a constant-current discharge on the battery until it reaches the end-of-discharge voltage or starts automatic self-protection function.

2. Allow the battery to rest for 10 minutes (without charging or discharging current).

3. Charge the battery with a constant charging current and constant charging voltage until it responds with an automatic self-protection function and prevents recharging.

4. Allow the battery to rest for 10 minutes (without charging or discharging current).

5. Perform a constant-current discharge on the battery until it reaches the end-of-discharge voltage or starts automatic self-protection function. Calculate the discharge capacity. Monitor the current over time (if the current remains constant).

6. Calculate formula:Current Capacity=Discharge time x Constant current value.

7. Charge the battery with Constant current and constant charge voltage.Until battery self-protection automatically engages.