

STANDARD WARRANTY

EXTENDED WARRANTY

1. DEFINITIONS

1. The warrantor for the limited warranties sets forth herein is Sungrow Canada Inc., or Sungrow USA Corp. as well as Sungrow Power Supply Co., Ltd. ("Sungrow").
2. The "Product" means the photovoltaic Inverters and peripheral devices manufactured by Sungrow and purchased from Sungrow by End-user.
3. The "Warranty" means this limited warranty contract for Sungrow Product.
4. "End-user" means the owner of the Product for which Service will be performed under the Warranty.
5. "Distributor" means an entity who runs a non-competing business and buys Sungrow products or product lines, warehouses them, and resells them to retailers or directly to the end user or customer.
6. "Manual" means the current Sungrow installation, operation and maintenance guide for the Product covered under this Warranty that is provided in writing to the End-user.
7. "Service" means a site visit or remote services by Sungrow technicians in response to a claim.
8. "Site" means the location of End-user's Product that is covered under this Warranty.
9. "Warranty Period" means the period the Product is covered under this Warranty as set forth in Section 3.0.

2. LIMITED WARRANTY

- 2.1. Sungrow warrants that the Products are free from defects in material and workmanship.
- 2.2. If the End-user identifies any defect in the Product during the Warranty Period, the End-user will provide notice by phone or e-mail to the contact information provided by Sungrow. Within one business day of receiving such notice,
- 2.3. Sungrow will notify the End-user by e-mail whether Sungrow accepts the claim, in which case Sungrow shall assign a service ticket number to the warranty work, or whether Sungrow rejects the claim because it is subject to one of the exclusions or limitations identified in this Warranty, in which case Sungrow will identify the specific basis, in writing, for Sungrow's rejection.
- 2.4. Sungrow's determination on whether to accept or reject a claim shall be final; provided that the End-user shall have the right to contest Sungrow's determination pursuant to the dispute resolution provision set forth at Section 12.0.
- 2.5. If Sungrow determines to accept a warranty claim submitted by End-user, Sungrow shall either send replacement Products to the End-user or shall dispatch technicians to the Site in order to perform onsite repair.
- 2.6. Sungrow will have sole discretion for determining whether it will pursue the repair or replacement remedy, but in either case the costs of performing that 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
- 2.7. Sungrow may in its sole discretion engage third party service providers to perform any of the remedial work hereunder; provided, that Sungrow shall be solely responsible for the actions or omissions of such third-party service providers.
- 2.8. The response times in which Sungrow will perform its remedial work are set forth in Table C.
- 2.9. Sungrow shall produce (or cause its service providers to produce) a field service report in respect of any onsite remediation work performed under this Warranty.
- 2.10. If Sungrow sends replacement parts, the defective Products that have been replaced shall become the property of Sungrow, and the End-user shall collect and store those defective Products for Sungrow until such time as Sungrow can collect those Products or arrange for shipment of the Products back to Sungrow. End-user's obligation to collect and store defective products shall last for up to one (1) month in the countries and areas identified on Table C and in China, and up to one (1) year in the rest of the world; provided that Sungrow pays for all storage costs to store the defective Products.
- 2.11. If, after performing warranty work, Sungrow determines that the cause of the defect was not something for which this Warranty applies, Sungrow reserves the right to back charge the End-user for

all reasonable costs directly incurred by Sungrow in performing that work.

- 2.12. This Warranty extends to the End-user of the Products, including any subsequent owner, operator or a lessee or assignee of a lease at the same Site during the Warranty Period of the Product purchased by the End-user, with the exception that the continuation of the Warranty for an installed Product relocated to another site is subject to a site inspection by Sungrow at the new site prior to installation, at End-user's expense.
- 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 affect the performance of the system to which the inverter will be installed. Any parts that are replaced may be new or reconditioned.
- 2.14. All parts repaired or replaced pursuant to this Warranty will also be subject to the provisions of this Article 2.0 to the same extent as original Products. The Warranty Period with respect to repaired or replaced parts 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.

3. WARRANTY PERIOD

The Warranty Period covered by this Warranty for a Product installed in USA including US 48 States and Alaska, Hawaii, Puerto Rico, Canada and Panama are indicated in the table below, and shall begin on the "Starting Date" set forth in the table below.

TABLE A

Products	Starting Date	Standard Warranty Period
String Inverters (for end users purchased through Sungrow authorized Dealers and Distributors)	The earlier date between: i) First-time commissioning date, or ii) Six (6) months after the date the Product was shipped delivery to Customer	5 years for Central, 10 years for string
Central Inverters		
String Inverters (for End-user in projects)		
Transformers, switch gear within Inverter Station Products		
Equipment within Inverter Station Product, including container, excluding inverters, transformers, switch gear		2 years
Re-combiners and Combiners		
Communication, Monitoring & Control Equipment		

4. EXTENDED WARRANTY PERIOD

- 4.1. The Extended Warranty option is sold as a separate from standard warranty for product that are in an active stage of the product cycle to the customer or end user.
- 4.2. Extended warranty shall start only if Sungrow has received payment in full for the extension. Annual payments are accepted with an additional fee defined on the purchase order.
- 4.3. The period covered by the Extended Warranty for Product installed in worldwide except mainland of People's Republic of China, is indicated in the table below. The Extended Warranty.

TABLE B

Products	Extension available	Total Warranty Period (Available)
String Inverters (for End-user in distribution and projects)	5,10,15	15, 20, 25
Central Inverters	5,10,15,20	10,15,20,25

Equipment within Inverter Station Product, including container, excluding inverters	3,8	5,10
Re-combiners and Combiners		
Communication, Monitoring & Control Equipment		
MV Transformer	5	10

- 4.4. It is recommended for the extended warranty to be taken together with the Extended Warranty Maintenance Plan or maintenance schedule that complies with Sungrow standards and is approved by SUNGROW.
- 4.5. The Extended Warranty Contact is recommended to be taken out for the inverters installed monitoring system provided or authorized by SUNGROW
- 4.6. The Extended Warranty shall be purchase for all the inverters at the same time. Extended warranty for partial solar sites is not allowed.
- 4.7. Extended Warranty can be purchased from SUNGROW at the time of original purchase, or within the first 3 years of after the installation date, and/or within the Manufacturer Warranty; a purchased Extended Warranty shall not be allowed to be extended or reduced to another Extended Warranty with different period at any time.
- 4.8. SUNGROW provides the full lifetime service for Products, including Service or replacement by latest Products, decided by SUNGROW, even after Manufacturer Warranty and Extended Warranty

5. WARRANTY EXCLUSIONS

- 5.1. This Warranty does not cover any defect or damages caused by :
 - a. If customer pay for the transportation, any damages caused due to Improper transportation and delivery unless caused by Sungrow or its agents.
 - b. Failure to properly store the Product before installation unless caused by Sungrow or its agents.
 - c. Improper installation unless caused by Sungrow or its agents
 - d. Use and application beyond the definition in the Manual of the Product
 - e. Neglect, abuse, misuse, improper maintenance or lack of maintenance, as set forth in the Sungrow Manual
 - f. Repair, adjustment or alteration, not authorized in writing by Sungrow
 - g. Acts of nature such as fire, flood and lightning
 - h. Non-compliance with applicable regulations and standards
 - i. Voltage surge coming from PV array DC side or from grid AC side if the Products are operated outside of the Sungrow provided specifications as set forth in the Manual or outside of applicable codes and regulations.
- 5.2. This Warranty does not cover fuses, surge suppressors, filters, or cosmetic damages.
- 5.3. This Warranty shall be void, if
 - a. Serial number of the Product has been altered or cannot be clearly identified
 - b. The Product is moved to a new location without written approval from Sungrow
 - c. The End-user fails to make any Product subject of a claim available for inspection, testing and correction

6. FORCE MAJEURE

- 6.1. 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 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, destruction of machines, equipment, factories and of any kind of installation to the extent caused by an event of Force Majeure, terroristic 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 the party and/or its affiliates claiming the event of Force Majeure.
- 6.2. 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 Warranty at any time upon written notice to the other party. The Party claiming a Force Majeure event shall exercise commercially reasonable efforts in accordance with prudent industry practices to alleviate and mitigate the cause and effect of such Force Majeure event, remedy its inability to perform, and limit damages to the other Party.

7. END-USER'S OBLIGATIONS

- 7.1. In order to receive the benefits of this Warranty, the End-user must use the Product in a normal way according to the Manual; follow the Product's Manual; reasonably protect against further damage to the Product if there is a discovered defect.
- 7.2. End-user shall provide Sungrow Service personnel with reasonable access to the Site and any special instructions for access to the Site. Provided that Sungrow gives reasonable advance notice to the End-user of its intent to access the Site to perform Services, 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.
- 7.3. 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; provided, however, that Sungrow shall ensure that its own personnel follow the safety precautions at the Site as provided by the End-user.

8. OTHER LIMITATIONS

- 8.1. Sungrow's obligations under this Warranty are expressly conditioned upon the End-user complying with its payment obligations under the applicable purchase order. During such time as 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 obligation under this Warranty with respect to such Product. Also during such time, the period of this Warranty for such Product shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

9. COSTS NOT RELATED TO WARRANTY

- 9.1. 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.

10. LIMITS OF LIABILITY

- 10.1. 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 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, 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 claim.

11. WARRANTY CONTRACT EFFECTIVE DATE, APPLICATION AND VALIDITY

- 11.1. This Warranty is valid as of the date of the attached purchase order and shall be applicable to all those Products purchased under such purchase order. Sungrow reserves the right to make any changes and modifications, at no prior notice, for future, unsigned purchase orders or contracts in addition to the right to decide whether to accept new contracts or the annual contract renewal.

12. PRICE

- 12.1. For services not covered under this Warranty, Sungrow will charge based on standard service price schedule. Sungrow reserves the right to revise prices with respect to the services.

13. PAYMENT TERMS

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

14. DISPUTE RESOLUTION.

14.1. 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 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") appointed in accordance with the Rules. The venue of the arbitration proceedings shall be New York, New York, and that 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, 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 New York, without reference to conflicts of law (other than Section 5-1401 and 5-1402 of the New York General Obligations Law).

TABLE C

Special Terms of Warranty Limitation

The Special Terms are suitable for the Products installed in the specific countries following:

Country ¹⁾	Reaction Time ²⁾	Reimbursement of Replacement ³⁾	Costs of Products failures
Germany, United Kingdom, Honshu the main island of Japan	24 Hours	Reimbursement base reimbursement policy for each country.	SUNGROW covers the costs in Service: 1. Transportation, accommodation, visa application, costs of SUNGROW's technicians; 2. Shipment expenses, taxes, and customs of delivery spare unit/part and returning faulty unit/part;
Australia, Austria, Belgium, Denmark, France, Greece, Italy, Luxemburg, Netherlands, Spain, Turkey, Croatia, Czech Republic, Poland, Romania, Slovakia, Slovenia, Malaysia, Thailand, South Korea, Philippine, Vietnam, India, United States (excluding Alaska), Brazil, Argentina, Mexico	48 Hours		
Rest of EU, Indonesia, Chile, Canada	72 Hours		

Note:

- 1) The mainland only, excluding the islands within the territories of the countries.
- 2) The working days only, excluding all local public holidays or weekends.
- 3) All prices VAT included.

