

## Shanghai Chint Power Systems Co.,LTD. ("CPS") Limited Product Warranty

This Limited Product Warranty covers the "Covered Products" defined in the table below, is valid only for the duration of the applicable "Warranty Period" defined in the table below and is subject to the following terms and conditions:

Covered Products	Standard Warranty Period
SCA-PSM Series : CPS SCA5/6/8/10KTL-PSM1/EU	One hundred and twenty (120) months starting from ninety (90) days after shipment.
SCA-T1 Series : CPS SCA5/6/10/15/20/25KTL-T1/EU	One hundred and twenty (120) months starting from ninety (90) days after shipment.

Ps: The final warranty period is subject to the contract.

During the Warranty Period, in the event that a Covered Product is found to have a non-conformity or defect in the workmanship or materials occurring during normal use of the Covered Product, CPS will, subject to the terms set out below, replace the Covered Product with a product that is functionally equivalent (in relation to feature, function, fit compatible, default software version) to, or better than, the defective Covered Product detailed in the warranty claim ("Replacement Product") and the terms of this Limited Product Warranty shall apply to any Replacement Products supplied by CPS under this Limited Product Warranty. A Replacement Product shall be the Customer's sole and entire remedy in respect of any non-conformity of or defects in the Covered Products.

The Replacement Product shall be covered by this Limited Product Warranty for the remaining Warranty Period. Following a replacement, the Replacement Product will become the property of the Customer and the defective Covered Product shall become the property of CPS.

To avoid any doubt, the "Defect" mentioned herein shall refer to any status that the Warranted Product fails to operate normally, perform the expected functions as agreed by CPS and the Customer in writing or achieve the expected goals as agreed by CPS and the Customer in writing during its normal use due to its own quality issues (including but not limited to technical Defects or material issues). However, the Defect as defined above does not include the following circumstances:

- i. Normal wear and consumption of the Warranted Product

- ii. Appearance defects (including but not limited to scratches, corrosion, rust) that do not affect the normal operation, function and effect of the Warranted Product
- iii. Wear and consumption of accessory parts, consumptive parts and expendable parts of the Covered Product.

### **Standard Warranty Extension Procedure**

The inverter warranty may be extended to ten (10), fifteen (15) or twenty (20) years as an additional cost for the customer ("Extended Warranty"). Extended Warranties can be purchased unconditionally prior to the start of the Warranty Period, after which time an additional evaluation is required prior to purchase.

Any Extended Warranty shall be in accordance with and subject to the same terms and conditions as the standard Warranty Period.

### **Claiming Under the Warranty**

To claim under this Limited Product Warranty Customer shall promptly after discovery of a non-conformity or defect in workmanship or materials in the Covered Products, report the non-conformity or defect to CPS by contacting the CPS Customer Services Help Desk (contact details as below) and providing the following information:

- i. a short description of the non-conformity or defect; including but not limited to input & output parameters,
- ii. alarm ID, reason ID and data exported from the Inverter;
- iii. product serial number; and
- iv. a copy of the purchase receipt.

Claiming under this Limited Product Warranty is conditional upon such information being provided.

The Customer Services Help Desk can be contacted via:

Free phone: +0061-406869035

E-mail: [yjling@chint.com](mailto:yjling@chint.com)

Website: <https://en.chintpower.com>

Customer can find user manual and other information on the website.

## Product Replacement

CPS will, upon receipt of a warranty claim, determine whether the claim is covered by this Limited Product Warranty. If CPS determines that the claim is not covered by this Limited Product Warranty, it will notify Customer setting out the reasons why the claim has been rejected. If CPS determines the claim is covered by this Limited Product Warranty, then CPS will provide the Customer with a Replacement Product.

Where CPS opts to provide a Replacement Product, CPS will deliver the Replacement Product to the Customer's nominated site within the Australia, normally within five (5) to ten (10) "Working Days" (being Monday to Friday but excluding public and bank holidays in place of dispatch) after the warranty claim has been logged, investigated and confirmed. Within ten (10) Working Days of the Customer receiving the Replacement Product, the Customer shall return the defective Covered Product to CPS in its original packaging or the packaging removed from the Replacement Product (or failing that, in safe and secure packaging to prevent any damage in transit).

If CPS is short of the spare parts or units at that moment and customer has the spare same model product in his or her own stock. Customer can replace the inverter once CPS authorizes. And once the replacement is done, CPS will offer customer a replacement device of equivalent value according to model and age.

Once the replacement is done, the remainder of the warranty entitlement will be transferred to the replacement device and your entitlement will be documented at CPS.

CPS reserves the right to charge the Customer for the cost of the defective Covered Product, and Customer agrees by making a warranty claim to pay such charges, if:

- i. a Replacement Product has been dispatched to the Customer but the defective Covered Product is not returned to CPS on time;
- ii. on inspection, a Covered Product returned does not match the one described in the warranty claim;
- iii. on inspection, a Covered Product is found not to be covered by this Limited Product Warranty or the Limited Product Warranty has been invalidated as set out below.

## Limits to Cover

This Limited Product Warranty only applies to the hardware of the Covered Products and does not apply to any components, which are separate from the Covered Products such as ancillary equipment, consumable and mechanical parts for mounting, or protective coatings that are designed to diminish over time (except where the defect has occurred due to a defect in materials or workmanship) , cooling fans, fuse, cable and wires etc., whether supplied by CPS or others.

This Limited Product Warranty only applies to Customers who have purchased the Covered Products directly from CPS, or from an authorized seller of CPS Inverters in the Australia. CPS only process the transportation in Australia.

This Limited Product Warranty only applies where the installation and any removal and reinstallation has been carried out in accordance with the installation directions and user guidelines which are provided with the Covered Products (“Documentation”).

This Limited Product Warranty will be invalidated if the serial number of the Covered Product has been removed or defaced.

## Exclusions

This Limited Product Warranty does not cover defects or damage resulting from:

- i. Warranty does not cover damages incurred as a result of the incorrect installation or used of the equipment with regards to the user manual provided by CPS;
- ii. The Covered Product was damaged as installation, use and maintenance of the product has been out of the operational environment specified by product manual or failed to follow the product manual.
- iii. The Covered product was damaged during the transfer after the transfer of risk under Incoterms specified in the contracts.
- iv. The Covered Product was damaged due to failure to follow the safety warnings contained in product manual and the relevant regulatory safety requirements.
- v. the Covered Product being used other than its normal and customary manner;
- vi. Unsafe power grid environment or chemical environment or other circumstances with

- similar nature
- vii. unauthorized disassembly, repair, alteration or modifications
  - viii. misuse, abuse, intentional damage, negligence or accidental damage;
  - ix. improper testing, operation, maintenance, or installation including without limitation:
    - a) failure to meet the system requirements provided in writing for a safe operating environment or external electric parameters;
    - b) failure to operate the Covered Products in compliance with the operation manual and/or user guides of the Covered Products.
    - c) relocation and installation of the system other than in compliance with CPS's requirements;
  - iv. damage due to use of incorrect voltage
  - v. directly caused by problems in system infrastructure;
  - vi. improper storage, shipping, handling or usage of the Covered Products; and
  - vii. force majeure events (including but not limited to act of public enemy, acts of governmental bodies or agencies foreign or domestic, sabotage, riot, fire, floods, typhoons, explosions or other catastrophes, epidemics or quarantine restrictions, labour unrest, or labour shortages, accident, freight embargoes, or any other event beyond the control of CPS) for the period of time occasioned by any such occurrence.

The Limited Product Warranty does not cover cosmetic damage or superficial defects, dents, marks or scratches which do not influence the proper functioning of the Covered Product.

The above warranty supersedes and excludes any other warranties, express or implied, including but not limited to warranties under applicable commercial laws and warranties of fitness for a particular purpose, and any other obligations and liabilities of CPS; except to the extent that CPS expressly warrants otherwise in writing the corresponding warranties, obligations and liabilities not assumed by CPS under this warranty.

If the model / serial number of the Covered Product have been changed or cannot be identified, the customer will no longer have the corresponding warranty.

## Limitation of Liability

This Limited Product Warranty shall be in lieu of all other warranties, conditions or guarantees as to description, quality, fitness for any particular purpose, satisfactory or merchantable quality of the Covered Products or any other warranty, condition or guarantee whether express or implied.

CPS shall not be under any liability whether in contract, tort or otherwise in respect of any non-conformity of or defect in the Covered Products or for any injury, damage or loss resulting from such non conformity or defect or for any loss of contracts, loss of revenue, loss of use or profits or business, business interruption or for any extra operating expense or any indirect, consequential or economic damages or losses whatsoever and howsoever caused. The remedies specified in this Limited Product Warranty shall be the Customer's sole and entire remedy in respect of any non-conformity of or defects in the Covered Products.

Notwithstanding the foregoing, nothing in this Limited Product Warranty shall limit CPS's liability for:

- i. fraud or fraudulent misrepresentation; or
- ii. any other liability that cannot be limited or excluded as a matter of law.

## General

- i. No one other than an authorized representative of CPS may make any modification, extension, or addition to this Limited Product Warranty.
- ii. If any provision of this Limited Product Warranty is held by any court or award in arbitration to be invalid or unenforceable, the validity or enforce ability of such provision shall not affect the other provisions of this Limited Product Warranty which shall remain in full force and effect.
- iii. If the Covered Product is to be relocated to another place, the service coverage won't be valid till the following conditions are satisfied:
  - a) The customer shall notify our company in writing at least thirty days in advance before the Covered Product is moved.
  - b) CPS is entitled to supervise the Covered Product in terms of shutdown, disconnection, packing, transportation, unpacking, re-installation, and re-startup, and client side wiring (removal, installation) is not within the scope of the clause.

- c) CPS has agreed that the new location of the equipment can be included in the service coverage.
- iv. Within the time of service specified by this agreement, the customer should assign its representative on the site and ensure the safety of our company's maintenance personnel.
- v. The customer should ensure the Covered Product is accessible to its maintenance mode and provided with reasonable safeguard equipment.
- vi. All the payments should be paid within the required deadline of payment. If the customer fails to pay in time, CPS is entitled to refuse to provide further service till receiving the payment.
- vii. According to the relevant regulations by Chinese Government, both the paid service and the spare part procurement are charged with the appropriate added-value tax.

#### Applicable Law

- i. **THE LIMITED WARRANTIES SET OUT HEREIN ARE IN LIEU OF ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED BY BUYER FROM CPS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**
- ii. **Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure**
- iii. Claims by buyer that go beyond the warranty terms set out herein, including claims for compensation or damages, are not covered by the Limited Warranty, insofar as CPS is not subject to statutory liability.
- iv. Coverage under the Limited Warranty is subject to buyer complying with the foregoing notification requirements and cooperating with CPS's directions. CPS's sole obligation and buyer's exclusive remedy for any defect warranted hereunder, is limited to those actions expressly stated above. Such actions are final and do not

grant any further rights, in particular with respect to any claims for compensation. Unless otherwise specified in an executed Agreement with CPS, and the total value of any compensation for a single product shall not exceed the invoice value of a single product.

- v. All disputes arising from the warranty, the execution thereof shall be settled by amicable negotiation between the two parties. In case of no settlement can be reached, the parties, hereby, shall irrevocably submit the disputes to the exclusive jurisdiction for agreement. China International Economic, Trade Arbitration Commission-Shanghai or Hong Kong International Arbitration Centre will be acceptable for CPS.

**Importer/Supplier Information:**

**Name : Astronergy Solar Australia Development Pty Ltd**

**ABN Number : 63 629 498 528**

**Contact person: Jiahui Shan**

**Tel: 61 431 830 955**

**E-mail: Jiahui.shan@astronergy.com**