

## **Huayu Limited Warranty for RSD**

The products supplied by Huayu(Ningbo)New Energy Technologies Co., Ltd. (“Huayu”) are designed to withstand normal operating conditions when used for their originally intended purpose in compliance with the Huayu User Manual supplied with the system. The Huayu Limited Warranty (“Limited Warranty”) covers defects in workmanship and materials of the following Huayu products listed below for the applicable warranty periods unless Huayu has provided a superseding warranty with respect to specific circumstances or specific regions.

**RSD: 25 years** commencing on the earlier of (i) 3 months from the date the products are shipped from Huayu and (ii) the installation of the products at the original end-user location.

PLEASE NOTE, THIS WARRANTY IS LIMITED TO THE HUAYU RSD RANGE ONLY. WHERE ANCILLIARY PARTS OR ADD-ON DEVICES SUPPLIED BY HUAYU WITH A HUAYU RSD PLEASE REFER TO THE TERMS OF THE WARRANTY PROVIDED BY THE RELEVANT MANUFACTURER.

During the warranty period, the effectiveness of this Limited Warranty with respect to the products shall be conditioned on the satisfaction of the following conditions:

- (1) Huayu shall have authorized the installer, distributor or original equipment manufacturer (an “Authorized Reseller”) through which the product was purchased to sell such product for installation in the region in which it was installed.
- (2) The product shall have been purchased by the owner from an Authorized Reseller on or after the date they became an Authorized Reseller.
- (3) The applicable Authorized Reseller shall have (a) obtained and complied with all reports, licenses, permits, certifications and authorizations (technical or otherwise) required with respect to the marketing, sale, importation, exportation, distribution, installation, use and operation of Huayu products in the applicable location, (b) obtained and complied with all licenses and approvals required under all applicable export and import control laws, and, if required by Huayu, provided evidence of its satisfaction of (a) and (b) above to Huayu’s satisfaction.

End users are strongly encouraged to obtain confirmation of the satisfaction of the above conditions at the time of sale.

NOTE: The Limited Warranty may be transferred from buyer to any assignee, and will remain in effect for the time period remaining under the foregoing warranties, provided that the products are not moved outside its original country of installation and any

reinstallation is done in accordance with the installation directions and use guidelines accompany the products.

In the event of damages related to the causes listed below, no warranty claims will be acknowledged or accepted. Claims that relate to defects that are caused by the following factors are not covered by Huayu' warranty obligations:

- a. Force majeure (storm damage, lightning strike, over voltage, fire, thunderstorm, flooding etc.)
- b. Improper or noncompliant use.
- c. Improper installation, commissioning, start up or operation (contrary to the guidance detailed in the installation manual supplied with each product).
- d. Inadequate ventilation and circulation resulting in minimized cooling and natural air flow
- e. Installation in a corrosive environment
- f. Damage during transportation
- g. Unauthorized repair attempts
- h. Unauthorized removal and reinstallation.
- i. Normal appearance wears out, including discolor and scratch
- j. The defective has no impact on the power generation, including LED indicator failure
- k. Damaged caused by defects of other components from the solar system

Furthermore, if the original identification marks (including trademark and serial number) of such product have been defected, altered, or removed. The limited warranty does not cover costs related to the removal, installation or troubleshooting of the customer's electrical systems. The limited warranty does not extend beyond the original cost of the Huayu products.

This warranty does not cover cosmetic or superficial defects, dents, marks or scratches, which do not influence the proper functioning of the product.

Huayu shall be under no liability under this warranty (or any other warranty condition or guarantee) if the total price for the goods has not been paid by the due date for payment.

If, during the applicable Warranty Period, buyer discovers any defect in workmanship and materials and seeks to activate the Limited Warranty, then buyer shall, promptly after such discovery, report the defect to Huayu with the following information:

RSD data including model, serial number, failure code and failure comment;  
Documentation including copy of original purchase invoice, detailed information about the entire systems (e.g. system schematic), documentation of previous claims/exchanges (if applicable) and RMA.

Upon buyer's notification, Huayu shall determine whether the reported defect is eligible for coverage under the Limited Warranty. The product's serial number must be legible and properly attached to the product in order to be eligible for warranty coverage. If Huayu determines that the reported defect is not eligible for coverage under the Limited Warranty, Huayu will notify buyer accordingly and will explain the reason why such coverage is not available. If Huayu determines that the reported defect is eligible for coverage under the Limited Warranty, Huayu will notify buyer accordingly, and Huayu may, in its sole discretion, take any of the following actions: repair the product at Huayu's facilities or on-site; or issue a credit note for the defective product in an amount up to its actual value at the time buyer notifies Huayu of the defect, as determined by Huayu, for use toward the purchase of a new product; or provide buyer with replacement units for the product.

Huayu will determine whether the product should be returned to Huayu and, if Huayu so determined, the Return Merchandise Authorization ("RMA") procedure (set out below) will be invoked. Where replacement products are sent, Huayu generally sends such products within 48 hours. Huayu may use new, used or refurbished parts that are at least functionally equivalent to the original part when making warranty repairs. The repaired product or replacement parts or product, as applicable, shall continue to be covered under the Limited Warranty for the remainder of the then-current Warranty Period for the Product.

Where the RMA procedure is invoked by Huayu, Huayu will instruct buyer how to package and ship the product or part(s) to the designated location. Huayu will bear the cost of such shipment, upon receipt of the product or part(s), Huayu will, at its expense and sole discretion, either repair or replace the product or part(s). Huayu will deliver the repaired or replaced product or part(s) to buyer at buyer's designated location. Huayu will bear the cost of such shipment, including shipping and customs (where applicable) and buyer shall bear any applicable value added tax. Huayu may elect to ship replacement product and/or part(s) prior to receipt of the product and/or part(s) to be returned to Huayu as per the above. All costs, including, without limitation, labor, travel and boarding costs of Huayu service personnel or others that are incurred for labor relating to repairs, uninstalling and reinstalling of products on-site, as well as costs related to buyer's employees and contractors repair or replacement activities, are not covered by the Limited Warranty and, unless otherwise agreed in writing in advance by Huayu, shall be borne by the buyer.

Huayu expressly reserves the right to novate or assign its rights and obligations under this warranty agreement to a third party with the demonstrated expertise and requisite resources needed to effectively discharge the obligations hereunder.

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THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY HUAYU AND, WHERE PERMITTED BY LAW, IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION. IN NO EVENT WILL HUAYU BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY.

To the extent any implied warranties are required under applicable law to apply to the products, such implied warranties shall be limited in duration to the Warranty Period, to the extent permitted by applicable law. Some regions do not allow limitations or exclusions on implied warranties or on the duration of an implied warranty or on the limitation or exclusion of incidental or consequential damages, so the above limitation(s) or exclusion(s) may not apply. This Limited Warranty gives the owner specific legal rights, and the owner may have other rights that may vary from region to region. The grant of this Limited Warranty by Huayu is conditioned upon agreement by the owner and any permitted Transferee to the terms, conditions and requirements herein.

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