

PV Inverters Manufacturer Warranty Proposal





Overview

Founded in 1997, China, SUNGROW Power Co. Ltd is a pioneer of power inverters products for the renewal energy industry, enabling delivery of electricity with high efficiency and reliability to anywhere, at anytime.

Starting from Day 1, SUNGROW has made the corporate strategy to heavily invest on products innovation, currently more than 40% of employees are dedicated on research & development that builds a solid foundation for the sustainable growth. With full series inverters product portfolio, SUNGROW's power inverters are suitable for large scale photovoltaic (PV) systems, commercial and residential solar applications, small wind turbines, as well as industrial wind farms. We are the leader on China PV market and our products have been deployed in France, UK, Spain, Italy, Australia and Asia Pacific regions.

Focusing on customer is our mission, we are always keeping in our mind, that matching customers' needs, is the only reason SUNGROW can be survived. We are proactively listening to your requirements and grow together with you, to make a greener world.

SUNGROW has the pleasure of offering "Warranty Service" to our customer. This service solution aims at a quick and effective response in case of a malfunction of hardware or software so as to ensure network reliability, availability at the long term basis. To get win-win between our customer and SUNGROW is the most important purpose.



1, SUNGROW Global 2-Tier Support System

SUNGROW's global customer service system is comprised of two levels of service architectures: Headquarter Global Technical Service Department (TSD), and Local TSD.

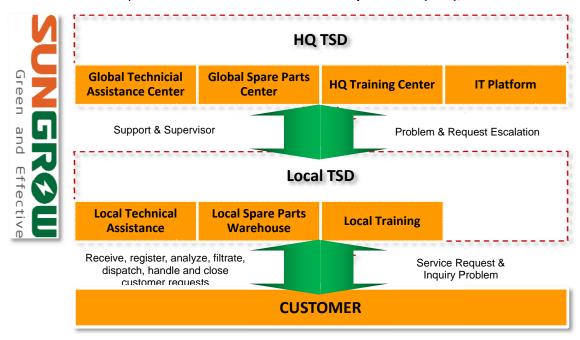


Figure 1 SUNGROW Global 2-Tier Support System

Global TSD at Headquarter

The Global TSD, located at SUNGROW Headquarter in Hefei, China, provides full supports round the clock to all the local TSDs who are in direct contact with our valuable customers.

The Global TSD is responsible for liaising directly with the R&D Department at Headquarter who is to provide in-depth problem-solving solutions.

Local TSD

The local TSD is the primary interface to local customers and provides full range of engineering and after-sales technical support services to end customers and its certified service partners.



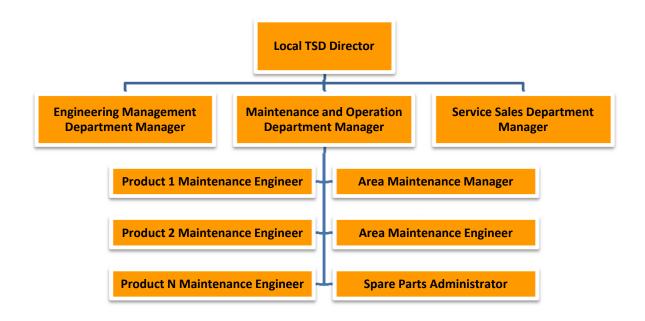


Figure 2 SUNGROW Typical Local TSD Organization Chart

2, 20 years Warranty against defective materials or manufacturing

SUNGROW warranties, for a period of 5 years since the equipment is delivered from the factory (Ex–factory SUNGROW), that the SUNGROW PV Inverters are free of any defects in the manufacturing process and in the materials and components used, that might cause inadequate performance in proper conditions of use, installation and maintenance are been held.

Should the purchased goods fails to operate properly by the time the Warranty is in force, and because of the arising of defects on its components or on its manufacturing process, SUNGROW will be obliged, depending on the arisen defect, to repair or to replace the defective product. The decision whether to repair or to replace the defective equipment will be held in every case only by SUNGROW

The Warranty detailed here above is offered by SUNGROW as standard Warranty in a universal way for all its standard range of SUNGROW products. SUNGROW reserves the



right to offer extended special Warranty conditions, according to the different country technical and commercial conditions. In that case, these special conditions will be stated in a separate document.

The Warranty terms of this document are given by SUNGROW according to the following terms and conditions:

3, Warranty Exclusions

- 1) They will be out of the scope of this Warranty all damages and malfunctions of the Inverters which have their origin in:
 - Accidents.
 - Negligent, improper or inadequate use
 - Not following the use, installation and maintenance instructions given in the current End User Manual and in the Installation Manual of the respective model of inverter when they were purchased
 - Modifications or repairing attempts that were not been held by authorized personnel by the After Sales Service of SUNGROW
 - Damages due o surge, floods, plagues, earthquakes, third parties actions, or any other reasons different to the standard use conditions of the inverters and that are out of the control of SUNGROW
 - Damages due to over voltages coming from the CC side of the solar modules whether from the AC side of the public utility grid
 - Insufficient ventilation of the equipment
 - Inadequate transport conditions
 - Not compliance of the current mandatory installation standards
- 2) It will be also out of the scope of this Warranty any products with a serial number that has been manipulated or it is unreadable.
- 3) All complaints concerning aesthetics will not be considered unless they mean a malfunction or a difference in performance compared to the one announced on the technical and commercial brochures of SUNGROW.



- 4) The Warranty rights established on this document do not cover the transport costs of the damaged products when sending them to the factory to be repaired, neither when receiving them back. Neither more, they are not covered the labor costs due to dismantling of the damaged products and reinstallation of the repaired ones.
- 5) Any other Warranty right not mentioned specifically on this document is out of the scope of this Warranty.

4, Terms and Conditions of the Manufacturer's Warranty

If any equipment is considered faulty while under SUNGROW's warranty, and provided the deemed action is considered feasible and appropriate, SUNGROW shall carry out the following at their discretion:

- Telephone and E-mail Hot line assistance
- Parameters control of installation
- 48 hours Reaction time (for central inverters only)
- repair the equipment at SUNGROW 's in-house workshop or at an authorized assistance centre,

or

one of SUNGROW's field service engineers shall repair the equipment on-site or at an authorized assistance centre,

or

SUNGROW shall replace the piece of equipment with an equivalent model having the same service life. In this case, the remaining warranty period will be applied to the replacement. The warranty will expire at the agreed deadline and extensions will not be granted under any circumstances.

The Manufacturer's Warranty covers time and material costs incurred by SUNGROW to restore the equipment to complete working order. Any other costs, in particular delivery charges, travel and living expenses incurred by SUNGROW's field service engineers



during on-site repair work, as well as costs for the client's employees or any third parties are NOT covered by the Manufacturer's Warranty.

When installing devices in the following countries: Austria, Belgium, Czech Republic, France, Germany, Italy, Australia, in the USA: California, New Jersey, New York and in Canada: Ontario, the warranty additionally includes shipping costs as well as travel and accommodation costs of SUNGROW Service personnel for on-site repairs.

If the point of installation is located outside the above mentioned countries or in the oversea territories of these countries, no shipping, travel or accommodation costs will be borne.

5, Manufacturer responsibility limitations

1) SUNGROW will not be responsible to the customer, neither directly nor indirectly, about any non-observance or delay of its Warranty commitments, that might be originated by major force reasons, or by any other unforeseen and unrelated reasons to SUNGROW's will.

2) SUNGROW is not liable for the following claims caused by above-said damages:

- Any losses and injuries,
- Business interruption costs,
- Dismantling and installing of the replacement,
- Overhead charges,
- Loss of profits,
- Loss of data,
- Loss of reputation or customer.

3) The Warranty limitations mentioned here above will be applicable unless they are against the legal prescriptions currently running on each country in reference with product responsibility. In case of conflict with any of these prescriptions, the nullity will affect only that clause in particular, being valid the rest.