

WARRANTY TERMS AND CONDITIONS

FOR LITHIUM BATTERY PACK

Applicable Products: The lithium battery pack HERO-HV, ATOM SC, ATOM HS, ATOM LS, ATOM WB, ATOM WB MAX, ATOM SC for **【 ITALY 】** market.

Statement: These warranty terms and conditions are applicable in the original purchaser of the product and is non-transferable.

1. WARRANTY PERIOD

The Lithium Battery usage must comply with the operating conditions under the specifications, the User Manual and Installation Guide. The warranty period is 120 months from the date of Bill of Lading. Other accessories, such as BMS unit is twelve (12) months from the date of Bill of Lading, HAILEI warrants that the Products are free from defects in material and workmanship in the warranty period.

2. WARRANTY CLAIM PROCEDURE

2.1. In case of fault during the warranty period, Buyer shall send the lithium battery pack fault report with a brief fault description including but not limited to device series number, model, etc, within fourteen (14) days after the fault occurs to HAILEI after-sales service team to make a claim under the warranty terms and conditions of HAILEI, it shall supply HAILEI with the following information and documentation regarding the fault device:

- A copy of invoice, receipt, warranty certificate, commissioning report or any other document which provides proof of purchase of the HAILEI device;
- Provide the Products for inspection, testing and correction;
- Product Name plate, Model No. and serial number;
- Copy of the installation report, installation date and maintenance log;
- Error message on LCD screen (if available) and additional information regarding the fault/error;
- Detailed information about the system design (modules, circuits, etc.);
- Operation process and status information of products etc.

Notice: When making a claim under HAILEI's warranty terms, the Buyer shall provide HAILEI with the above information and documents regarding the defective device, if the claimant fails to provide the above information, the warranty claim may be rejected.

2.2. If, at the time of the warranty claim, HAILEI has ceased to manufacture the relevant products, HAILEI may, at its option, replace them with products of a different type (including mutually agreed size, color, shape and/or power). The replacement of batteries, components or products may not be brand new, but the quality and specifications meet the product specifications.



3. WARRANTY SERVICE

3.1. Standard Warranty: In case of fault during the warranty period, Buyer may arrange preliminary troubleshooting if necessary and preliminary judgment, then Buyer shall send the device fault report as Clause 2.1 to HAILEI for check and confirmation.

After confirmation by HAILEI's engineer, HAILEI provides to Buyer the free spare part (such as BMS) or unit according to model and age, (Buyer bears the freight, duty, tax, labor); If HAILEI's engineer cannot confirm fault, HAILEI's engineer notifies Buyer in writing, Buyer send back the fault part (such as PCB board) for repair (Buyer bear freight), then HAILEI will send the repairing or replacing part to Buyer (HAILEI bear the freight). HAILEI's obligation under this warranty is limited to repairing or replacing any such defective Products, the remainder of the warranty entitlement will be transferred to the replacement device. If the defective device is replaced, the warranty period will be kept for at least three (3) months; If the parts are repaired, the warranty period of the original device does not extend the original warranty period, but repaired parts warranty for at least three (3) months from the date of repair completion.

3.2. Within fourteen (14) days after the end user receives the replacement device, the defective device shall be collected and shipped to the Buyer's warehouse at the Buyer's expense; After confirmation by HAILEI, if it can be repaired, HAILEI will provide spare parts for free along with the next batch of purchase order's products, which will be replaced and repaired by the Buyer. The repaired device, are still stored in the Buyer's inventory as the turnover device,, and the ownership of the turnover device, belongs to HAILEI. At the end of the warranty period, both parties count the number of spare device, and determine the price for the Buyer to purchase.

3.3. HAILEI provides online after-sale technical support services on business day, Buyer can [contact technical engineer by:](#)

[The after-sales technical engineer can response Q & A online.](#)

3.4. If Buyer fails to solve the existing problems, and needs HAILEI's technical personnel to the user site to guide the installation or provide technical services, etc., Buyer shall be responsible for the technical personnel round-trip airfare, local transportation cost, accommodation, visa fees and technical services charges (wherein technical services charges USD600/person/day).

3.5. HAILEI reserves the right to arrange the warranty service for users and to use thirdWarranty Terms And Conditions.

4. PERFORMANCE WARRANTY

4.1. HAILEI warranties and represents that the Product retains seventy percent Nominal Energy in warranty period, when the battery system is operated under normal use followed by specification and manual provided by HAILEI, unless HAILEI otherwise agrees in writing to a different period. The term "Nominal Energy" herein means the initially rated capacity of warranty as printed on the label of the Product. The precondition of the valid Performance Warranty shall be as follows:

5. PRECONDITIONS FOR WARRANTY

The product shall fall within the warranty period;

The Buyer shall Submit the specific information and documents of the product in accordance with WARRANTY CLAIM PROCEDURE (Article 2 of the Warranty terms)

The Buyer shall ensure the correct installation, operation and use of this product in accordance with the User Manual and Installation Guide;



The ambient temperature during the operation of the Product must not exceed -10°C ~50 °C temperature range and the Product shall not be exposed and stored in a temperature higher than 50°C, and shall not be exposed in an installed area to direct sunlight. The battery installation location must be ventilated in accordance with the requirements of User Manual and Installation Guide;

The product should be kept at a constant temperature of 25°C, the charging current should be maintained at 0.2C standard for charging, and the discharge current should be maintained at 0.5C standard for discharging;

The warranty covers the equivalent of 1 full charge and discharge cycle per day (1 full charge and discharge cycle: Release the nominal energy of a fully charged battery, DOD90%, and then full charge. The microcycle reaches the full cycle according to the sum of the energy charged and discharged), and after 6,000 cycles, the energy is maintained at 70%.

Any Product failure, fault or warning information must be reported to HAILEI or HAILEI authorized service provider within 2 weeks of appearance;

The Product is not suitable for supplying life-sustaining medical devices and moving automotive application;

Product must be operated with hybrid inverters in accordance with the User Manual of HAILEI .

6. WARRANTY EXCLUSIONS AND DISCLAIMER

6.1. Any defect or damages caused by the following circumstances will not be covered by the warranty:

- The Buyer fails to file a warranty application in accordance with the warranty claim procedure.
- Identification marks or serial number are removed or altered in anyway;Warranty Terms And Conditions
- Unauthorized attempts to repair, adjustment or modify the Product or change component;
- Non-compliance with the user manuals, installation guides and maintenance requirements and over-testing;
- Non-compliance with applicable regulations and standards;
- Voltage surge coming from PV array DC side or from grid AC side, lightning;
- Operate in inappropriate on-site conditions, including but not limited to: insufficient ventilation, rust, mildew, corrosive environment, salt and flammable gases, or any other external influence, such as dust, animal or insect or water damage, vibration, shock-prone locations, sustained temperature exceeding the specified operating range of the device improper grounding;
- The Product has been improperly stored and damaged while being stored by the end user;
- Transport damage, painting scratch caused by shipping pumping. It should declare to insurance company as soon as containers unload with enough evidence;
- The damage is only cosmetic and has no impact on the functioning of the device;
- Force majeure, including but not limited to earthquakes, floods, fire, natural disasters and theft;

- Failure to use the product in accordance with the configuration requirements of Article 5

7. LIMITATION OF LIABILITY

7.1. HAILEI should not bear the warranty cost, include: transport, travel and accommodation cost of HAILEI personnel as well as costs of Buyer's own staff are not included in the warranty. Customs duties, taxes, labor and all other import cost are excluded.

7.2. Due to technological progress, the replacement part or replacement device provided may not be compatible with the system monitoring or other components installed on-site. Costs incurred as a result are not part of this warranty service and will not be covered by HAILEI.

7.3. These services do not include modifications to the existing photovoltaic system of the device, its building wiring or other devices.

7.4. HAILEI will not be liable for any special, consequential, or punitive damages (including lost profits, cost due to disassembly and installation, loss of data) arising out of or relating to this Product or the transactions it contemplates whether for breach of contract, tort, negligence, or other form of action, and irrespective of whether HAILEI has advised of the possibility of any such damage. Under no condition, HAILEI's total liability shall not exceed the amount of payments received by HAILEI for this product that is the subject of a claim.

8. NON-APPLICABILITY OF WARRANTY CLAIM

In case a warranty claim is reported which shows not to be valid, the costs incurred by HAILEI due to this non-applicability of warranty claim shall be covered by the Buyer.

9. APPLICABLE LAW

This Warranty term and condition is to be construed in accordance with and governed by the laws of Hong Kong, except conflict rules.

10. UPDATE OF WARRANTY TERMS

To the extent permitted by the applicable law, HAILEI reserve the right update this warranty terms from time to time, and such update may be published on the official website of HAILEI or sent by email or to the address of the Buyer (If provided by the Buyer when purchase the Products). This Warranty terms expires automatically upon the updated version of warranty standard issued by HAILEI.

11. OTHER TERMS

11.1. This warranty terms and conditions shall take effect after the date of signature and seal of the two parties. The text shall be in duplicate, and the two parties shall have the same legal effect.

11.2. This warranty terms and conditions includes Chinese and English expressions. In case of inconsistency between the Chinese and English expressions, the Chinese version shall prevail.

11.3. In case of inconsistency between the warranty terms in original Contract/PI and this warranty terms and conditions, this warranty terms and conditions shall prevail.

IN WITNESS WHEREOF, this Warranty term and condition has been agreed and confirmed as of the day and year first below written by their duly authorized representative of the Buyer and Seller.

Buyer

Seller