

PURCHASE AGREEMENT n. 20226503

THIS PURCHASE AGREEMENT (the "Agreement") was entered into on 30th of September 2022, by and between:

TIBIEL SOLAR LTD, having its registered office at Bulgaria, Sofia, bul. Alexander Dondukov № 29, post code, 1000 Id. No.: BG206964304, („**Buyer**“),

and

PHOTOMATE s.r.o., having its registered office at Prokišova 356/7, 370 01 České Budějovice 6, Czech Republic, Id. No.: 26080249, registered in the Commercial Register maintained by the Regional Court in České Budějovice, Section C, Insert No. 12740, („**Seller**“)

(if and when applicable the Buyer and Seller herein below may be individually referred to as "**Party**" and collectively as "**Parties**" as the context of this Agreement requires).

1. Article 1. Scope of Agreement

- 1.1. Subject to the terms and conditions of this Agreement, the Seller hereby undertakes to deliver the equipment, as defined in Annex 1 hereto ("**Equipment**" or "**Products**"), to the Buyer and the Buyer undertakes to accept and pay the Equipment.

2. Article 2. Purchase Price

- 2.1. The Purchase price of the Equipment is EUR **EUR 1,820,212.00** VAT excluded ("**Purchase Price**").
- 2.2. The Purchase Price shall only be valid if the Agreement is entered into before 03 October 2022. In case that the Agreement is not entered into the above stated date and in the event that market prices of materials and components for manufacturing Equipment, cost of delivering the Equipment, exchange rate, freight rate and other factors having effect on the Purchase price change, given that such changes result in which in the increase of price of Equipment for 5 % or more compared to Purchase Price, both Parties shall negotiate corresponding adjustment to the Purchase Prices within 30 days. In case that the Parties fail to agree on new purchase price, Seller is entitled to withdraw from the Agreement. For the duration of the negotiation about adjustment of the Purchase Price the obligation of Seller to deliver the Equipment and the obligation of Buyer to make any payments shall be postponed without any Party being in breach of respective obligations.
- 2.3. The Purchase contains all cost related to the delivery of the Equipment.

3. Article 3. Payment Conditions

- 3.1. All payments shall be effected by at the moment of its full crediting to the bank account of the Seller, Československá obchodní banka, a. s., SWIFT code: CEKOCZPP, IBAN: CZ48 0300 0000 0002 8547 0515 ("**Seller's Account**").
- 3.2. Any delay by the Buyer in any payment under the Agreement may result in corresponding delay in the execution of Seller's obligations under the Agreement. In such a case the Buyer shall not be entitled to claim any damages, losses, compensations or indemnities of any nature whatsoever from

or against the Seller for such delay.

- 3.3. Each Party shall pay at its own any taxes, obligatory fees and other payments emerging at its territory in relation with this Agreement.
- 3.4. The Buyer shall make the advance payment divided in the following way: **EUR 182,021.20** VAT excluded **equal to 10%** of the Purchase Price within three (3) business days from SWIFT authentication of the Guarantee I. **EUR 364,042.40** VAT excluded **equal to 20%** of the Purchase Price when configuration is confirmed however latest one (1) month after execution of this Agreement, in case Guarantee II has been presented ("**Advance Payment**").
- 3.5. Within ten (10) business days from signing this Agreement, the Seller shall provide the Buyer with a guarantee, which serves to secure the return of the 10 % of Purchase Price, for the amount of EUR 182,021.20 in the form of a bank guarantee ("**Guarantee I**"). Within ten (10) business days from receiving 10 % of the Purchase Price, the Seller shall provide the Buyer with a guarantee, which serves to secure the return of the 20 % of Purchase Price, for the amount of EUR 364,042.40 in the form of a bank guarantee ("**Guarantee II**") (Guarantee I and Guarantee II together as "**Guarantee**"). The Buyer is not obliged to pay the second advance of EUR 364 042.40 EUR until the Seller has provided Guarantee II. The Buyer is also not liable for any delays resulting of delay of presentation of Guarantee I or Guarantee II.

Any Guarantee shall be issued with a validity period of six (6) months form the issuance of the Guarantee. In case that the Guarantee expires prior to the delivery of the Equipment the Seller undertakes to prolong the Guarantee for a period that shall cover the period of expected delivery or conclude new guarantee meeting respective condition.

Bank costs for opening and maintaining the Guarantee, as well as for the utilization of funds, if there is a reason for this, are for the account of the Seller.

The Seller shall secure that the bank issuing the Guarantee shall inform the bank of Buyer: Investbank AD, having its registered office at 85, Bulgaria Boulevard Sofia, 1404 Bulgaria, via SWIFT about issuance of the Guarantee ("**Presentation of the Guarantee**"). If any needed, the Buyer undertake to provide the Seller with any cooperation necessary for fulfilling the obligation in line with this clause. Buyer shall not be deemed responsible for any delays in advance payment caused by delayed Presentation of the Guarantee.

In the event of an amendment to the Agreement made in accordance with this Agreement and the applicable law, the Seller undertakes to take the necessary actions to bring the Guarantee in line with the amended terms of the Agreement, In the event that the Seller is delayed with fulfillment of the obligation set in this clause the Buyer is not liable for any delay resulting from respective delay of the Seller.

Should this delay continue more than twenty (20) business days, the Buyer can terminate the Agreement and the Seller has to return all paid amounts to him in five business days.

Once the Equipment is delivered, the Buyer shall take all necessary steps to return and/or cancel the Guarantee.

The Guarantee shall meet the following requirements:

- (i) The Guarantee shall be valid from the date of issuance and effective in the extent of the payment credited to the Seller's Account.
- (ii) Other than condition under the point (i) of this clause the Guarantee shall be unconditional and

irrevocable SWIFT authenticated bank guarantee and contain an obligation of the guarantor bank to make payment upon the first written request from the Buyer, declaring that there is non-fulfillment of an obligation to return the Advance payment in line with this Agreement.

- 3.6. The **rest EUR 1,274,148.40** VAT excluded of the **Purchase Price equal to 70 %** ("Second part of the **Purchase Price**") shall be paid to Seller's bank account specified in the Article 3.1 hereof by documentary letter of credit at sight ("**Letter of Credit**"). The Buyer undertakes to issue the Letter of Credit within three (3) months from the conclusion of the Agreement. The bank issuing the Letter of Credit needs to be approved by the Seller. The Seller shall approve the bank issuing the Letter of Credit without undue delay after the Buyer informs the Seller about the bank issuing the Letter of Credit. The Buyer acknowledges that the time in which the Seller approves the bank may depend upon the Buyer's bank's review of the suggested bank.
- 3.7. Payment shall be made upon submission of the documents specified in the Article 3.8. hereof. In the absence of a correspondingly necessary document, the issuing bank has the right to refuse payment until the deficiency is rectified. A delay in payment on this basis is not considered a delay on the part of the Buyer and the Buyer does not owe interest/penalties/compensation.
- 3.8. Letter of Credit documents as follows:
- 3.8.1. Full set of bill of lading showing consignor - PHOTOMATE s.r.o., Prokišova 356/7, 370 01 České Budějovice 6, Czech Republic, Id. No.: 26080249 Issued to the order of TIBIEL SOLAR LTD address: Bulgaria, notify party TIBIEL SOLAR LTD showing: shipped on board – date and freight collect, presented in 3 originals and 3 copies
- 3.8.2. Signed and stamped commercial invoice issued by the Seller, issued to the Buyer showing price per contract, detailed description of the goods as per contract and stating actually shipped goods, numbers of containers as per bill of lading and terms of delivery – FOB China – 3 originals and 3 copies.
- Commercial invoice to show due for payment under the l/c and amount of advance payment effected.
- 3.8.3. Packing list, issued by the Seller, issued to the Buyer showing numbers of containers as per bill of lading, number of commercial invoice and detailed description of the goods as per Agreement, showing actually shipped goods, including sizes, weight, parts and volume, signed and stamped by both issuer and shipper, in 3 originals and 3 copies.
- 3.8.4. Packing plan/checklist for containers showing numbers of containers and contents of each container, issued by the Seller signed and stamped by the Seller – 2 originals and 2 copies
- 3.8.5. Certificate of origin (Form A), showing exporter – HUAWEI, clearly indicating consignor: PHOTOMATE s.r.o., having its registered office at Prokišova 356/7, 370 01 České Budějovice 6, Czech Republic, Id. No.: 26080249, issued to the buyer – TIBIEL SOLAR LTD By the customs authorities of people's republic of China –stating origin of the cargo: China, duly dated, signed and stamped by the issuing authority, showing the description of cargo as per bill of lading and number of commercial invoice – 1 original and 2 copies.
- 3.8.6. CE Declaration of conformity for the good shipped, as per contract Issued by the Shipper – HUAWEI China, showing manufacturer HUAWEI countersigned by the SELLER – PHOTOMATE s.r.o, duly dated, signed and stamped – 1 original and 1 copy.
- 3.8.7. CE Marking certificate, issued by HUAWEI, showing the description of the equipment and t, showing the Manufacturer name- HUAWEI Directives 2014/35/EU (Low Voltage Directive) 2014/30/EU (EMC Directive) 2011/65/EU & (EU) 2015/863 (RoHS Directive) Date of issue, Expiry date of certificate must be after December 2023, it must clearly show CE sign, duly dated and stamped, one original and one copy.
- 3.8.8. Certificate issued by the seller, stating that the goods are brand new, correspond to the

current standards for such products and meet all requirements, subject to the Agreement . And must indicate container numbers in which the goods have been loaded – 1 original + 1 copy.

3.8.9. Fumigation certificate (phytosanitary certificate) for all wooden packaging, issued by the entry-exit inspection and quarantine of the PRC, showing name and address of consignor PHOTOMATE s.r.o., Prokišova 356/7, 370 01 České Budějovice 6, Czech Republic, Id. No.: 26080249 and name and address of the buyer – TIBIEL SOLAR LTD number of pallets and wooden packaging, place of origin, place of destination – Varna or Burgas (Bulgaria), date and treatment method – heat treatment, description of goods in package, container numbers, duly dated signed and stamped by the issuer in 1 original and 2 copies

- 3.9. In case that the Parties renegotiate the Purchase Price in line with Article 2.2 hereof the amount to be paid in line with this article shall be adjusted accordingly and the Buyer undertakes to take any necessary actions to renegotiate the terms of the letter of credit so that the whole rest of the purchase price is covered by the letter of credit. In case that the Buyer fails to renegotiate the letter of credit in line with this article the Buyer undertakes to pay the difference between the original purchase price and renegotiated purchase price no later than the payment in line with the letter of credit.
- 3.10. In case that the Buyer fails to provide the Seller with the Letter of Credit in line with the Article 3.6 the Buyer undertakes to pay the Second part of the Purchase Price to the Seller within seven (7) days after the Buyer fails to fulfill the obligation set in the Article 3.6 hereof.
- 3.11. In case that the Buyer fails to pay the Seller any part of the Advance Payment the Seller is entitled to claim against the Buyer a contractual penalty in the amount of 0,5 % of the due payment for each day of the delay but no more than 5% of the delayed amount
- 3.12. In case that the Buyer is delayed with fulfilment of its obligation under Article 3.10 hereof longer than fifteen (15) business days the Seller has a right to receive from the Buyer a contractual penalty amounting to 0,5 % of the Purchase price for each day of the delay with a cap on 10 % of the Purchase Price. In case that the contractual penalty set in this Article reaches the cap of 10 % of the Purchase Price the Seller has a right to (i) to withdraw from the Agreement with the immediate effect by sending written notice to the Buyer and (ii) to retain the Advance Payment, in case of withdrawal from the Agreement under point (i). Any contractual penalty under this Article, regardless it's amount, is payable (i) within 10 days from the withdrawal in line with this Article or (ii) from the moment the Seller pays the Second Part of the Purchase Price.
- 3.13. Without prejudice to any rights of the Seller set in the Article 3.12. hereof, in case that the Buyer is in delay with issuance of Letter of Credit in line with the Article 3.6. hereof or payment of the Second part of the Purchase Price in line with the Article 3.10. hereof the delivery terms set in the Article 4.1. hereof shall be prolonged for the period of the delay of the Buyer with fulfilling the above-stated obligations. Under no circumstances shall the Buyer be obliged to deliver the Products before the Seller issues the Letter of Credit in line with the Article 3.6. hereof or pays the Second part of the Purchase Price in line with the Article 3.10. The Buyer undertakes to indemnify the Seller for all the costs resulting from prolongation of the delivery of the terms in line with this Article, in terms of the costs of storage of the Products.

4. Article 4. Delivery Terms

- 4.1. The Equipment shall be delivered under INCOTERMS 2020 FOB China. Inverters lead time: 3 months

after the second payment of the Advance Payment amounting to 20 % of the Purchase Price is made, STS lead time: 4 months after the second payment of the Advance Payment amounting to 20 % of the Purchase Price is made.

- 4.2. The Seller shall deliver the Equipment in specified in Annex 1. The Seller shall notify the Buyer about the intended date of delivery of the Equipment not later than 30 (thirty) days prior to the intended date of delivery.
- 4.3. If the Seller fails to deliver the equipment within the period under Art. 4.1 of this agreement and fails to remedy the delay within 7 (seven) business days after receiving a written notice requiring the remedy on the originally scheduled date, the Buyer has the right to withdraw from the agreement. In such a case, within 1 (one) day of the expiration of the above period of 7 business days, the Seller shall return the advance payment to the Buyer of all amounts paid to date, according to the Buyer's bank details.
- 4.4. The Seller may accomplish pre-schedule delivery provided that the Buyer is preliminarily notified on the terms of such delivery in writing. The Seller shall notify the Buyer of the intended pre-schedule delivery in the period set in the Article 4.2 hereof. Also the Seller may deliver Equipment by parts with the prior written consent of the Buyer.
- 4.5. If the Buyer fails to take over the Equipment within period set in line with the Article 4.1 or 4.4. hereof and fails to take over the Equipment in the additional 14 (fourteen) day period the Parties agree that the Equipment is deemed to be delivered and the risk of damage to the Equipment passes to the Buyer at the date of delivery notified by the Seller according to Art. 4.1 or 4.4. hereof.
- 4.6. The Seller shall provide the Buyer the following documents related to the Equipment:
Invoice for such Delivery – 4 pcs. Of original documents;
Set of packing lists – 2 pcs. Of original documents;
Certificate of Origin for Equipment, showing Origin China
CE Certificate of Compliance
- 4.7. Acceptance of the Equipment shall be realized at the place of delivery on basis loading documents – Bill of Lading for the Equipment. Verification of containers shall be made at Port of discharge by a third party certifying body – SGS, which will make a protocol, verifying the content.
- 4.8. The Equipment shall have suitable packaging preventing and ensure the protection against any physical damage to the Equipment while in shipment and delivery by the relevant means of transportation assuming customary and normal standards of handling.

5. Article 5. Warranty

- 5.1. The Manufacturer warrants for a period of 24 months for STS, 120 months for residential inverters, 60 months for solar inverters and 24 months for smart loggers and PLC module from the date of delivery of the Equipment that the Equipment conform to the relevant Equipment specifications and be free from defects in material and workmanship that materially impede their function. The Seller warrants the Equipment quality in accordance with Agreement conditions, technical standards and practices in force applicable with the manufacture.
- 5.2. The Equipment is accompanied by the manufacturer's LIMITED MANUFACTURER'S WARRANTY FOR as defined in Annex 2 hereto.
- 5.3. In case if during this warranty period any defect or in-compliance with the requirements of the

Agreement is found, the Buyer shall within 5 (five) days notify the manufacturer and the Seller

- 5.4. All such defected goods discovered according to Art. 5.3 hereof, shall be repaired or replaced by the Seller in term of maximum thirty (30) days from the date of Seller's inspection and confirmation of the defect.
- 5.5. If repair, replacement and inspection of defective Equipment itself is held in the place of the Seller and the Sellers is responsible for the defect, all transport and other charges incurred with delivery of such Equipment, shall be covered by the Seller. Repaired or replaced Equipment and its components shall be supplied to the Buyer on FOB China (Incoterms 2020).
- 5.6. Any other or further warranty or liability of the Seller or the Equipment shall be waived and excluded to the broadest extent permissible by applicable law.
- 5.7. Without impairing the broadness of the Seller's waiver and exclusion of warranty: Under no circumstances shall a Party be liable under this Agreement for its employees and vicarious agents, for loss of profits or for any indirect, incidental, consequential, special or exemplary damages arising hereunder, and under no circumstances shall the Seller's aggregate liability (whether in damages, indemnification or otherwise) under this Agreement, if any, exceed the value of the Equipment paid by the Buyer Seller's aggregate liability under this Agreement shall not exceed the amount of the purchase price paid by the Buyer and effectively received in Seller's account.

6. Article 6. Delays

- 6.1. The Seller shall notify in writing the Buyer of any delay of delivery. In case that aggregated delay of the Seller shall exceed 7 (seven) business days the Buyer shall be entitled for 0,5 % contractual penalty calculated from the value of undelivered Equipment for each day of delay exceeding the aggregated delay as set above. Respective claim for contractual penalty shall exclude Buyer's right for compensation of damages.
- 6.2. The Seller has a right to postpone the delivery of Equipment in case that the manufacturer does not deliver the Equipment to the Seller in the term agreed between the Seller and the manufacturer. In the event of delay of the manufacturer with a delivery of the Equipment the Seller shall notify the Buyer without undue delay about the delay and expected duration of the delay. Postponement of delivery in line with this article shall not constitute a breach of this Agreement by the Seller. The delivery term set in the Article 4.1 hereof shall be prolonged for the duration of the delay of the manufacturer with delivering the Equipment to the Seller. The Seller shall not be liable for any damages including, liquidation damages, loss of profit and/or penalties suffered by the Buyer and/or any third parties as a result of the postponement of the delivery in line with this article. Seller and Manufactured are jointly responsible for the possible defects of the Equipment
- 6.3. In the event the delay is due to an event of force majeure (Article 7 below), or any act, omission or delay by the Buyer with respect of its obligations under this Agreement, the terms of delivery shall be extended for a period no less than the period of delay. The Parties may additionally agree the period of extension.

7. Article 7. Force Majeure

- 7.1. «Force Majeure» denotes the events, which are outside of the reasonable control of the affected Party, the occurrence and effects of which cannot be reasonably foreseen and prevented and owing to which it is not possible to execute the Agreement within the terms and at the conditions thereof. Such events may include, but shall not be limited to, war or civil war; revolutions, insurrections or

any other military conflicts; acts of public enemy; civil commotion, civil and/or social unrest or riots; boycotts, strikes or other labour conflicts; severe weather conditions; natural disasters or Acts of God (earthquake, fires, explosions, etc.); quarantine restrictions, embargoes, export and import restrictions or any other regulations and acts of the Government and/or local authorities.

- 7.2. Should either Party be prevented from performing any of its obligations under the Agreement due to a Force Majeure circumstances, the time limit for fulfilling such obligations under the Agreement shall be extended for a reasonable period equivalent to the duration of the Force Majeure.
- 7.3. The Party prevented from performing its obligations under the Agreement shall immediately notify in writing the other Party of the nature and the beginning and the termination of the Force Majeure and, within 5 (five) days from the date of occurrence thereafter, shall supply the notice of such Force Majeure providing sufficient explanation of the situation. The notifying Party shall provide the other Party with a certificate confirming the Force Majeure event issued by public authority or with any relevant statement made by public authority concerning respective Force Majeure event.
- 7.4. In case the period of the Force Majeure shall remain in force for a period exceeding 90 (ninety) Days, the Parties shall meet and consult in good faith as to reach an agreement on the continued implementation of the Agreement. If the Parties are unable to reach an agreement within 120 (one hundred and twenty) Days after the occurrence of the Force Majeure circumstances, either Party shall be entitled to terminate the Agreement unilaterally with a written notice. Upon termination, of the Agreement in line with this article the Seller undertakes to return any payment of the purchase price made by the Buyer to the date of the termination in line with this article.

8. Article 8. Termination

- 8.1. This Agreement can be terminated according to this Agreement and applicable legislation.
- 8.2. This Agreement can be changed by mutual consent of both Parties. The changes shall be made in writing in form of supplementary agreement to the Agreement.

Except for the cases where a withdrawal from this Agreement is regulated in accordance with the respective provisions of this Agreement, each Party has the right to terminate this Agreement in case of violation of obligations of the other Party arising from this Agreement, which the violating Party fails to remedy within 30 (thirty) days after receiving a written notification from the other Party; or if the other party voluntarily or involuntarily declares bankruptcy;

- 8.3. In case this Agreement is terminated by either Party for any reasons, neither Party shall be discharged from any obligation or liability to the other Party under this Agreement, incurred prior to the date of termination or after it but logically caused by the actions being within Agreement validity (such obligations shall be not terminated), unless otherwise is agreed upon in writing by the Parties

9. Article 9. Notices

- 9.1. The notifications within the Agreement execution are to be sent by post. Also the delivery of a notice shall be deemed proper, if it is effected by facsimile and/or e-mail.
- 9.2. Any notice (act, claim, letter, report etc) under this Agreement shall be made in writing and in English and signed by authorized representative of the Party.

10. Article 10. Governing laws.

Annex 1

LIST OF EQUIPMENT

Equipment	Quantity	Unit Net Price (EUR)	Amount Net Price (EUR)
SUN2000-215kTL-H0	200	4,857.00	971,400.00
STS-6000K-H1	6	133,333.00	799,998.00
SmartACU2000D-with 2PID/2PLC	6	4,762.00	28,572.00
STS-6000 Enhanced Service	6	6,667.00	40,002.00
STS Accessories	1	19,048.00	20,000.00
Smart I-V Curve Diagnosis for 5 years	1	19,048.00	95,240.00
One Time Discount			- 135,000.00
TOTAL			1,820,212

Annex 2

Huawei Technologies Co., Ltd. ("Huawei") 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	Warranty Period
SUN2000 Series Inverters: - 8/12/17/20/23/28/33/36/40/42/55/60/100/105/185KTL-H1/215KTL-H0/H3 ("Inverter") - 30/36/40KTL-M3 ("Inverter")	Sixty (60) months starting ninety (90) days after shipment.
SUN2000 Series Inverters: - 3/4/5/6/8/10KTL-M0/M1 ("Inverter") - 12/15/17/20KTL-M0/M2 ("Inverter")	One hundred twenty (120) months starting ninety (90) days after shipment.
Communications & Monitoring: - Smart Logger1000/1000A/2000/3000A/3000B - SmartACU2000, SACU2000, ACBox2000 - SmartDongle	Twenty four (24) months starting ninety (90) days after shipment.
SUN2000L Series Inverters: - 2/3/3.68/4/4.6/5KTL ("Inverter") SUN2000 Series Inverters: - 2/3/3.68/4/4.6/5/6KTL-L0/L1("Inverter")	One hundred twenty (120) months starting ninety (90) days after shipment.
Smart PV Optimizer: - SUN2000P-375W - SUN2000-450W-P - SUN2000-600W-P - MERC-1100W-P - MERC-1300W-P	Twenty five (25) years starting ninety (90) days after shipment.
Smart Power Sensors: - DDSU666-H/DSTU666-H - DTSU666-H 250A/50mA	Twenty four (24) months starting ninety (90) days after shipment.
NetEco1000S Inverter management system; Smart I-V curve diagnosis	1 years warranty after shipment
DTSU666-H 250A/50mA Smart String Battery : - LUNA2000-5/10/15-S0	One hundred twenty (120) months starting ninety (90) days after shipment.
Smart Backup Box: - Smart Backup Box-B0/B1	Twenty four (24) months starting ninety (90) days after shipment.

Note:

The Limited Warranty only applies to the buyer who has purchased the Products from an authorized seller of Huawei for use in accordance with their intended purpose. 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 user manual or quick guide provided by Huawei.

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, Huawei 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 Huawei 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.

Where the Replacement Product is an Inverter or safety box, it shall be covered by this Limited Product Warranty for the remaining Warranty Period or three hundred sixty (360) days from the date of replacement, whichever is longer. Where the Replacement Product is an optimizer, SmartLogger product, SmartACU, SACU2000, ACBox, SmartPID2000 or SmartDongle, it shall be covered by this Limited Product Warranty for the remaining Warranty Period or ninety (90) days from the date of replacement, whichever is longer. Following a replacement, the Replacement Product will become the property of the Customer and the defective Covered Product shall become the property of Huawei.

Warranty Specification for Smart String Battery

Product	Warranty Period	Life Cycle Power During Warranty Period (For 5kWh battery pack)	Warranty Extension
LUNA2000	10 years	13.17Mwh@80% EOL	Not Applicable

Notices:

- 1) Battery warranty is defined as when the battery pack reaches the warranty period or the life cycle discharge is completed, the remaining capacity EOL meets the specification requirements, and the first comes into effect; the power module DCDC only involves the warranty period and has nothing to do with the battery performance. The battery pack and power module provide independent warranty.
- 2) Capacity test conditions: at an ambient temperature of $25^{\circ}\text{C}\pm 3^{\circ}\text{C}$, after charging to 100% SOC, let it stand for 10 minutes, and discharge the tested battery cell at a set current of 0.2C to the discharge termination voltage, and record the amount of electricity released in the process.
- 3) In order to remotely upgrade the latest firmware to ensure battery life, the battery is highly recommended to connect to the Huawei FusionSolar SmartPV management system.
- 4) After the battery is purchased, the installation needs to be completed within one month. If the battery fails, it needs to be reported within two weeks. The battery cell damage caused by the negligence of battery that cannot be charged for a long time is not covered by the warranty.
- 5) The operation and service life of battery are related to the working temperature. Please install the battery at a temperature equal to or better than the ambient temperature. The recommended working temperature for battery is $15\sim 30^{\circ}\text{C}$.

Standard Warranty Extension Procedure

The Warranty Period for Inverters can be extended up to a period of ten (10), fifteen (15) or twenty (20) years, at an additional cost to the Customer ("Extended Warranty"). An Extended Warranty can only be purchased during the warranty valid period.

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 Huawei by contacting the Huawei 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, alarm ID, reason ID and data exported from the Inverter;
- ii) product serial number;
- iii) logs and photos

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

- **The Customer Services Help Desk** can be contacted via:
Free phone: 00 80 03 38 88 888
Email: eu_inverter_support@huawei.com
- **Online Technical Support:** <http://solar.huawei.com/eu/>
Customer can find user manual and other information on the website.

Product Replacement

Huawei will, upon receipt of a warranty claim, determine whether the claim is covered by this Limited Product Warranty. If Huawei 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 Huawei determines the claim is covered by this Limited Product Warranty, then Huawei will provide the Customer with a Replacement Product.

Where Huawei opts to provide a Replacement Product, Huawei will deliver the Replacement Product to the Customer's nominated site within the European countries, normally within two to five (2-5) "Working Days" (being Monday to Friday but excluding public and bank holidays) after the warranty claim has been logged, investigated and confirmed. Within (15) fifteen Working Days of the Customer receiving the Replacement Product, the Customer shall return the defective Covered Product to Huawei 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)

Huawei 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 Huawei 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.

Payment of the Installer Call-out Fee and Fault Inverter Transportation Costs

Following the replacement and receipt by Huawei of a defective Covered Product (only apply to inverters and SmartLogger, SmartACU, Optimizer devices and Safety Box), Huawei will pay the certified Installer a fee of €110 (including VAT) per Covered Product within the Warranty Period ("Installer Call-out Fee") along with reasonable transportation fees, provided that such transportation fees have been mutually agreed prior to the return by the Customer of the defective Covered Product. Huawei will pay €25 (including VAT) each for the second or more optimizer failure replacement. The payment of the Installer Call-out Fee and any agreed transportation fee will be processed by Huawei, or by a service company on behalf of Huawei, within sixty (60) days after receipt by Huawei of the defective Covered Product.

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).

This Limited Product Warranty only applies to Customers who have purchased the Covered Products directly from Huawei, or from an authorized seller of Huawei Inverters in the European Union Countries (Not include islands). Huawei only process the transportation in European Union Countries (not include islands).

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 Huawei;
- ii) failure by the Customer to install and operate the Covered Product in accordance with the Huawei product specifications;
- iii) the Covered Product being used other than its normal and customary manner;
- iv) unauthorized disassembly, repair, alteration or modifications;
- v) misuse, abuse, intentional damage, negligence or accidental damage;
- vi) 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 Huawei's requirements.
- vii) damage due to use of incorrect voltage;
- viii) directly caused by problems in system infrastructure;
- ix) improper storage, shipping, handling or usage of the Covered Products;
- x) 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, , accident, freight embargoes, or any other event beyond the control of Huawei) 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.

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.

Huawei 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 Huawei's liability for:

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

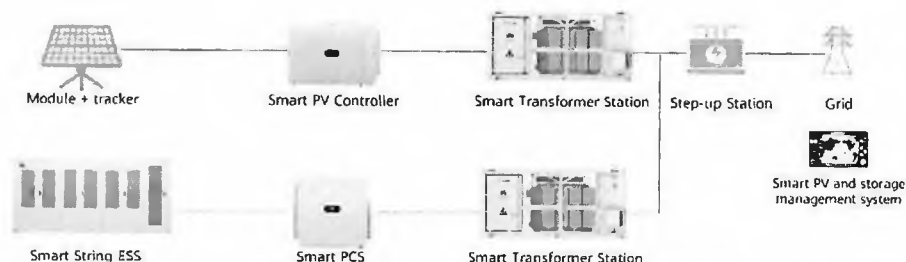
General

- i) No one other than an authorized representative of Huawei 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 enforceability of such provision shall not affect the other provisions of this Limited Product Warranty which shall remain in full force and effect.

Smart Transformer Station Product Warranty Condition

1. Applicable Products

STS-6000K-H1 and STS-3000K-H1



Smart Transformer Station STS-6000K-H1 and STS-3000K-H1 are compact 20' HC containers that contains an outdoor transformer, MV switchgear and LV panel. It enables a quick and reliable connection to the MV grids. Both STS-6000K-H1 and STS-3000K-H1 perfectly match Huawei smart PV controller and smart PCS.

2. Warranty Period

Huawei smart transformer product provides 24 months warranty service by default. The warranty period starts 90 days after Huawei products are delivered, or the day Huawei receives the request for product service (the earlier date prevails). Warranty extension service can be sold. The warranty extension package can be three year (3rd year to 5th year) or five years (6th year to 10th year.)

In principle, the warranty period needs to be continuous from the date when the equipment is purchased. Otherwise, the warranty extension package will become invalid.

Product	Warranty Starting Time	Warranty Period
Smart Transformer Station	The warranty period starts 90 days after Huawei products are delivered, or the day Huawei receives the request for product service (the earlier date prevails).	24 months

3. Warranty Service

Item	Service Item	Service Content	Maintenance Service Level Agreement (SLA)
Warranty Scope	Remote support	Help Desk	7 x 24
		Remote troubleshooting	Outside China (excluding Japan and South Korea): 5 x 9, response within 30 minutes
		Online technical support	7 x 24
	Software support	Software update authorization	7 x 24
	Hardware support	Spare parts replacement	Outside China: 9 x 5 x (2-5)BD-S ship-out, 09:00–18:00 (working day) The SLA varies according to regions or countries. The interpretation of the local service organization prevails.
		Spare parts replacement (integrated equipment/transformer/ring main unit)	Huawei spare parts center does not store integrated equipment due to the weight and volume. The following two modes are available: Purchased by the customer and stored at the customer site (recommended). Delivered from the original manufacturer in China, but the SLA is not committed.

4. Terminology

- 9 x 5: 9:00–18:00 (working day)
- 7 x 12: 8:00–20:00 from Monday to Sunday (all-weather)
- 7 x 24: 00:00–24:00 from Monday to Sunday
- BD: business day (working day)
- SLA: Service Level Agreement Statement of required performance and responsibilities of each party to the contract.
- (2-5)BD-S: Huawei ship out spare parts within two-five business days after confirming that the hardware needs to be replaced and the RMA number is provided.
- NOTE of Spare Part service:
 - Spare parts of ITS transformer stations be replaced on component level by default.
 - Huawei only ensures that the supplied spare parts have the same performance as the faulty equipment. Huawei does not promise that all spare parts are new ones.
 - Components: Parts except transformers, ring main units, and transformer stations are called components.

Auxiliary materials and mechanical parts are not within the warranty scope.

Auxiliary materials and mechanical parts as below are not within the warranty scope:

Type	Description
Consumables	Include but not limited to cables, humidifiers, emergency light bulbs, fluorescent lamps, silica gel, hand-held fire extinguishers, door frame seals, container door trips, smoke alarms, wall switches, door padlocks, and batteries.
Mechanical parts	Include but not limited to battery racks and mechanical parts.
Cabinets and accessories	Include but not limited to cabinet mechanical parts, documents, product accessories, installation accessories, and tools.

5. Remote Support

Remote Support means Huawei provides solutions for technical enquiry or problem of Huawei equipments to by telephone or Email. It includes Help Desk, Remote Technical support and Online Technical Support.

- **Help Desk** refers to service interfaces and platform, which can accept and track customer service request.
- Remote Technical Support includes technical enquiry and problem handling. The technical enquiry service provides consultation of non-defective question. The problem handling service is to provide solutions to customers for transformers related problem within the time of SLA agreement.
- Online Technical Support: Access to Huawei technical support website (<http://www.huawei.com/en/all-products/Solar>), which provides customers helpful maintenance experience, cases and technical support information on Huawei Products.

6. Software support

When necessary, Huawei provides software update services to customers free of charge within warranty period. Huawei ensure the product work well but does not guarantee that the software will perform error- free or uninterrupted or that Huawei will correct all program errors.

7. Hardware support

During the warranty period, Huawei guarantees that all hardware purchased shall

- Be replaced free of charge from defects in material, fabrication, and workmanship.
 - Be replaced free of charge if it does not match to the published specifications.
 - Huawei shall send the replacement device to the mutually agreed customer site; send off within 2 business days after Customer's service request being confirmed. After receiving the replacement device, customer should return/send the defective device that is packed in the packaging from the replacement device within 15 business days. Defective device which is not returned in time for any reason may be invoiced.
 - If Huawei had provided spare parts in the order, these spare parts been sent in the order should be used first. Customer must return faulty components accordingly to Huawei later. Huawei shall send a replacement to customer when failure is confirmed. Free spare parts included with the product are not covered by the warranty.
 - The replacement device provided by Huawei will be functionally equivalent (feature, function, fit compatible, default software version) to the customer's defective device.
 - After the replacement changing, the warranty end time of the spare parts is the same as the remaining warranty time of the transformer station.
 - On-site replacement shall be done by customer themselves.
 - After customer's replacement request being confirmed, Huawei shall responsible for transportation defective devices within warranty period.
 - 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 Huawei by contacting the Huawei Customer Services Help Desk and providing the following information:
 - i) A short description of the non-conformity or defect; including but not limited to input & output parameters, alarm ID, reason ID and data exported from the transformer;
 - ii) Product serial number;
 - iii) A copy of the purchase receipt.
- Claiming under this Limited Product Warranty is conditional upon such information being provided.
- If customer doesn't provide enough information and replace component without Huawei's confirmation, customer shall pay for the transportation fees if the component is found to be undamaged.

8. Disclaimer

- All above mentioned support services are intended for the promissory Huawei-made equipments. Hardware of devices beyond the agreed scope is not within the scope of service commitments made by Huawei.
- Vulnerable and consumable parts that are used widely such as cables are not within the scope of service commitments made by Huawei.
- If Huawei cannot fulfill its service commitments within the committed time period due to non-Huawei causes, Huawei should be exempted from responsibilities and related compensations on the fulfillment of the SLA commitments. If on-site service is requested, traveling time should be excluded from the SLA time.
- The following types of damage to Huawei-made equipment are not within the scope of Huawei's service commitment:
 - Damage to Huawei-made equipment because of force majeure (natural disasters, fires and wars, etc.).
 - Damage to Huawei-made equipment because of natural wear and tear.
 - Direct damage caused by failure to meet system requirements already given in writing for site running environment or external electric parameters.
 - Caused by engineering quality of the connectors, AC or DC connectors broken, damaged or

burned.

- Beyond the scope of damage from lightning due to unsuitable system design
- Large scale damage to hardware or data of Huawei-made equipment due to customers' negligence, irrelevant operation or intentional damage.
- Damage caused by customers' failure to run Huawei-made equipment in compliance with the operation manual of the equipment.
- System damage caused by third party or customers' reasons, including relocation and installation of the system in noncompliance with Huawei requirements and damage caused by adjustment, change or removal of identification marks in noncompliance with Huawei requirements.
- System damage directly caused by problems in customers' infrastructure.

9. Responsibility Matrix

R: Responsibility

S: Support and cooperation

No.	Item	Provided by	
		Huawei	Customer
1	Installation	S	R
1.1	Move ITS to installation location	S	R
2	Commissioning		
2.1	Cold commissioning	S	R
2.2	Hot commissioning	S	R
2.3	Start-up	S	R
3	Training	R	S
3.1	Product introduction, installation, commissioning, maintenance and troubleshooting	R	S
4	Remote support		
4.1	Remote support, receiving customer service requests through hotline, system (eCare) tracking.	R	S
4.2	Remote fault diagnosis, locate fault by remote analysis.	R	S
5	Onsite support(quotation)		
5.1	Onsite support service	R	S
6	Spare parts		
6.1	Supply of spare parts in the warranty period	R	S

Huawei Recommended Spare Parts

Huawei Recommended Spare Parts					
Item	Components	Description	Pcs	Unit Price(€)	Total Amount (€)
LV Panel	Air circuit breaker	ACB4000-2900A,3P 800V, Icu=Ics= 50 kA @800Vac	1		Included
	Surge protective device	Type I+II: Lightning surge current Iimp ≥ 12.5 kA (10/350 μs), Ipn ≥ 20 kA (8/20 μs), 3+1 Uc 680V	2		Included
	Current Transformer	2500/5 800V, accuracy class 0.2S	2		Included
	Molded-case Circuit Breaker	In=250A Icu=50kA@800Vac Ics=35 kA@800Vac	10		Included
	Molded-case Circuit Breaker	In=63A Icu=50kA@800Vac Ics=35 kA@800Vac	1		Included
	Voltage Transformer	LV voltage transformer, 0.8/0.1 kV accuracy class 0.2	2		Included
	LV Auxiliary Transformer	LV auxiliary transformer, 5 kVA, 50Hz/ 60Hz, Dyn11	1		Included
	Temperature and Humidity Controller	Temperature and humidity controller	4		Included
	Measurement and Control Device	Integration of STS internal status, alarm and control signals; measurement of LV voltage, current, frequency, active and reactive energy	2		Included
	Multi-function Energy Meter	Multi-function energy meter	4		Included
	Heat Exchanger	Heat exchanger for heat dissipation, 150W/K, 48V	2		Included
	Heat Exchanger Fans	Internal/external fans inside heat exchanger	2		Included
	Heat Exchanger Power	Function Module for heat exchanger	2		Included

	Module				
	Knife-fuse Switch Pedestals	Knife fuse switch pedestals[VRB14-63] 3P /1000V /50A	1		Included
	32A Knife-fuse Switch Fuse	knife fuse switch fused [VGC14-32S 32A] 1000V/ 3PCS/SET	3		Included
	6 A Knife-fuse Switch Fuse	knife fuse switch fused [VGC14-32S 6A] 1000V/ 3PCS/SET	3		Included
	LV Heater Panel	LV heating panel,100W AC220V/230V,50/60Hz	2		Included
	Smoke detector	Smoke detector sensor/220V	2		Included
Transformer	Buchholz Relay	Buchholz relay	1		Included
	Oil Level Gauge	Oil Level meter	1		Included
	Pressure Relief Valve	Pressure relief valve	1		Included
	Oil Surface Temperature Controller	Oil surface temperature controller	1		Included
	Dehydrator	Dehydrator 1kg.free of Cobalt chloride	3		Included
RMU	RMU	RMU, 12/24 kV, CVC-L/CCV-L, 50/60Hz (Standard)	1		Included
	MV Current Transformer	Current transformer per phase - RMU	3		Included
	MV Cable Terminal	MV cable terminals for MV circuit breaker unit, 3 phases per set	1		Included
	Self-powered Protective Device	Self-powered protection device - RMU	1		Included
	Voltage Detecting Indicator	Voltage Detecting Indicator	10		Included

Item	Components	Descriptions	Pcs	Unit Price(€)	Total Amount (€)
Optional					
1	UPS 2kVA	2 kVA UPS, 1 year warranty	14		Included
2	Interlocking	Interlocking within STS - Key interlocking between LV/MV/TR in one STS	14		Included
Optional Total Net Value					