

1. WARRANTY SCOPE

- 1.1 Subject to the terms and conditions set forth herein, the Seller provides the limited warranty on the energy storage systems sold under the Purchase Order (“**Product**”), as amended from time to time (collectively, the “**Agreement**”) and this limited warranty on the battery performance of the Product (collectively, the “**Limited Warranty**”). The Seller and the Buyer may hereinafter be referred to each as a “**Party**” and collectively as the “**Parties**”.
- 1.2 Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. References to a “Section” shall mean the provisions of Section 1 through Section 13, inclusive, of this Limited Warranty and the Sections thereof, as the case may be, unless specifically stated otherwise.
- 1.3 This Limited Warranty will form an integral and essential part of the Agreement. In case of any conflict between this Limited Warranty and the Agreement in terms of construction and implementation, the Limited Warranty shall prevail.
- 1.4 This Limited Warranty is only applicable to Product(s) sold and/or delivered to Australia and New Zealand.

1.5 Product Model

The Limited Warranty set forth herein shall only apply to the Product of the model as below:

Product Category	Product Type
Sungiga	JKS-215KLAA-100PLAAB

1.6 PARTS WARRANTED

The Seller warrants that the parts and components comprising of the Product in below table would be free from defects in design, materials, and workmanship to the extent affecting the performance of the Product during the Standard Product Warranty Period as defined below (“**Warranted Parts**”).

Item	Parts Warranted
1	Battery PACK
2	High-Voltage Box
3	Fire Protection System
4	Liquid Cooling Unit
5	Power Conversion System (PCS) (if included in the Product)
6	SCU (if included in the Product)

For clarity, the auxiliary materials and mechanical parts of the Product including without limitations to the cables, lighting fixtures, installation tools, are not included in the scope of the Limited Warranty:

Types	Non-exhaustive list of the parts and parts excluded from the Limited Warranty
Consumables	Including cables, door locks, and lighting fixtures
Cables	Communication cables, power cables
Mechanical Parts	Including battery mounting racks and other mechanical components
Spare Parts	Cabinet mechanical parts, installation tools

2. WARRANTY COMMENCEMENT

Without prejudice to Section 3 and Section 7, this Limited Warranty will only become of full force and effect upon the earlier of (a) the date of commissioning the Product at its original installation place or (b) the date which is ninety (90) days following shipment from the manufacturer’s plant (“**Warranty Commencement Date**”).

3. STANDARD PRODUCT WARRANTY

3.1 Subject to Section 3.2, the Seller hereby warrants that, beginning on the Warranty Commencement Date and terminating on that date which is five (5) years thereafter (“**Standard Product Warranty Period**”) any Product found to be defective in material or workmanship that adversely affects its performance will be repaired or replaced free of charge, only if:

- a) the Product remains installed at the original use location as confirmed by the Parties;
- b) the structural components of the Product must have failed to perform their intended function due to faulty manufacture or deterioration within the Standard Product Warranty Period;
- c) the Buyer has fully complied with its obligations in Section 5; and
- d) all standards, regulations, instructions and best industry practice applicable to installation of Products of this nature in proximity of the sea have been strictly complied with by the Buyer.

3.2 Any installation conditions of the Product in proximity of the sea are subject to the Seller’s prior written approval. If the Product is installed within one thousand (1000) meters from the seashore, the Standard Product Warranty Period shall be three (3) years from the Warranty Commencement Date, which however could be extended to five (5) years as otherwise agreed to by the Parties.

3.3 The Seller may decide at its sole discretion to investigate the defected functional components by itself or through any third party to determine the nature, scope, impact, risks, and root causes of the defects.

- 3.4 The Seller may at its discretion choose to rectify the defects through remote diagnostics and troubleshooting or by scheduling on-site visits whereby the Buyer shall provide the necessary cooperation and safe access for such purpose. The Seller may refuse to perform the warranty service if access is not safe, as determined by the Seller or its authorized service agents acting reasonably.
- 3.5 A decision regarding whether the defective components will be repaired or replaced will be determined at the sole discretion of the Seller. Components replaced under warranty are warranted for the balance of the original Standard Product Warranty Period for that Product.
- 3.6 Save as otherwise required by applicable laws, the defective functional components must be disposed of by the Seller itself. All the defective functional component replaced in case of substitution will be property of the Seller.
- 3.7 **Extended Product Warranty**
The Standard Product Warranty Period could be extended on annual basis, by maximum ten (10) years starting from the end of the Standard Product Warranty Period ("**Extended Product Warranty Period**"), subject to terms and conditions to be otherwise agreed to by both Parties.
- 3.8 If the Buyer opts to extend the Standard Product Warranty Period, then the Buyer shall inform the Seller of its intention in written at least twelve (12) months before the expiration of the Standard Product Warranty Period. And the warranty period and fee for the Extended Product Warranty will be discussed separately before the warranty extension agreement is signed. In addition, the Seller may decide in its sole discretion whether it is necessary to replace the battery pack or components during the Extended Product Warranty Period.

4. BATTERY PERFORMANCE WARRANTY

- 4.1 Subject to the Buyer's full satisfaction of the battery operation and maintenance conditions specified in Appendix A, the Technical Specifications, the User Manual and O&M Manual provided by the Seller, as well as any manual updates, guidance or recommendations issued from time to time (collectively "**Jinko Guidance**"), the Seller will guarantee as follows with respect to the battery capacity, namely the state of health of the battery ("**SOH**"): the SOH value will not be lower than seventy percent (70%) of its nameplate capacity pursuant to Appendix A until (a) ten (10) years from the Warranty Commencement Date or (b) six thousand (6000) full cycles of the battery (as defined in Appendix A) realized, whichever comes earlier, assuming that the battery will realize a maximum of two (2) full cycles per day ("**Performance Warranty Period**").
- 4.2 For clarity, the limited warranty on the battery performance of the Product set forth herein will terminate upon the expiry of the Performance Warranty Period.

For clarity, the limited warrants on the SOH value set forth in this Section would not apply and cease to be effective upon the expiry of ten (10) years from the Warranty Commencement Date, even in case the Standard Product Warranty Period is extended in accumulation by more than five (5) years.

5. BUYER'S OBLIGATIONS

In order for the Seller to provide the Limited Warranty, it is the Buyer's responsibility to ensure that

- a) the battery management system ("BMS") will at all times be operated and maintained in acceptable conditions in strict compliance with the the Technical Specifications and the Jinko Guidance, and the system shall be monitored online;
- b) the Buyer shall, as requested, provide the Seller with the data regarding the Product including without limitation, the data and information recorded in the BMS and the power conversion system ("PCS") (if applicable) via email; and
- c) the Product shall be installed, commissioned, operated and maintained in acceptable conditions specified in Appendix A, the Technical Specifications, and the Jinko Guidance.

6. CLAIMS

6.1 The Buyer shall bear the burden of establishing a defect of functional components in the Product. If the Buyer believes there is any material defect in the Product, the Buyer shall promptly and no later than fourteen (14) days after knowledge thereof, send the written notice to the Seller setting forth the supportive information including ("**Notice of Defect**"):

- a) the scanned copy of the Agreement and relevant invoices;
- b) the Product model type and its serial number;
- c) the details of the system configuration;
- d) specific descriptions of the defect suspected, and evidence proving the defect, including photos and data;
- e) the information and coordinates of the location where the Product is installed and operated; and
- f) the Buyer's contact information, and any other information reasonably requested by the Seller.

6.2 For the avoidance of any doubt, the Seller must receive the Notice of Defect prior to the expiration of the Standard Product Warranty Period.

7. EXCLUSIONS

7.1 The Limited Warranty shall not apply in case of occurrence or existence of circumstances which could not be attributed to the Seller including without limitations, any of the following situations:

- a) the nameplate or serial number of the Product has been removed or altered, or the original serial number and rating label are incomplete or illegible;
- b) the Product was not correctly commissioned by an authorized and licensed installer, and/or the commissioning report was not signed by the Buyer;

- c) storage, handling, installation (or removal and/or reinstallation), commissioning, operation, use or maintenance of the Product other than in accordance with the Appendix A, the Technical Specifications, and the Jinko Guidance, or with applicable laws and regulation;
 - d) there is any unauthorized use of any parts/components not supplied or approved for use in the Product;
 - e) the Product was completely or partially disassembled or modified, except where such disassembly or modification is carried out by the Seller or a third party authorized by the Seller in strict compliance with the Technical Specifications and the Jinko Guidance;
 - f) the BMS is modified or removed or turned off or in any way becomes inoperative, or data in BMS is modified, removed, altered or in any other way damaged, or the Buyer fails to provide such BMS data;
 - g) damage or defect caused by natural aging, normal wear and tear of the Products, accidental damage, theft, vandalism, force majeure (such as natural disasters, fire, or war);
 - h) use of the Product for a purpose which is other than the one such Product was made or intended for;
 - i) defects of a visual or cosmetic nature which neither reduce the value of the Product nor impair its functioning, safety or performance, nor materially raise its on-going costs of operation;
 - j) damage arising from transportation, unloading, or transfer after Buyer has received the Product;
 - k) damage caused by further operation of the Product after the Buyer has knowledge of the defects; and
 - l) non-compliance/deficiencies in performance due to change in acceptable operational conditions, external material contamination, change in laws and regulations.
- 7.2 Save as expressly provided in this document, the Seller will not be liable beyond the Limited Warranty unless required by applicable laws.
- 7.3 To the extent permitted by applicable laws, the Seller reserves the right to charge the Buyer the associated costs including without any limitation, service fees, travel expenses, transportation costs cost related to testing, material cost, administrative and processing fees, in the event (a) that no defect was found in the relevant components; or (b) of any occurrence of the situations listed at Section 7.1.
- 7.4 If the Buyer fails to pay the relevant costs specified in Section 7.3 by the due date as requested, then the Seller is entitled to suspend the Limited Warranty without any liability.

8. NOTICE

- 8.1 Any notice, request, claim, demand or other communication required or permitted under this Limited Warranty shall be provided in writing and deemed to be properly given by the sender and received by the addressee if made in writing and (a) if personally delivered or delivered by courier on the date of such delivery; (b) three (3) business days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; (c) if sent by facsimile upon the sender's receiving confirmation of receipt; or (d) if sent by email followed by a delivery as described in any of paragraphs

(a), (b) or (c) above and provided that such notice shall be deemed to be received upon confirmation of delivery of such email.

8.2 Mailed notices to the Seller shall be addressed to the following address:

10-12 Wiggs Rd, Riverwood NSW 2210 . ATTN: BESS Service Team , as identified at <http://jinkosolar.com.au/after-sales-and-technical-service> . Notices should be sent to Jinko Australia Holdings Co Pty Ltd Contacts of 1300 326 182 and bess_au@jinkosolar.com. as following:
Address: 10-12 Wiggs Rd, Riverwood NSW 2210, can also be located at <https://www.jinkosolar.com/en/site/global>.

8.3 The Buyer shall promptly provide contact information upon request. For the avoidance of doubt, e-mail alone shall not constitute valid notice pursuant to this Section 8.

9.LIMITS OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LIMITED WARRANTY, THE BENEFITS TO THE BUYER (WHO MATCHES THE DEFINITION OF BUYER/CUSTOMER/CONSUMER UNDER THE GOVERNING LAW AS DEFINED IN THE AGREEMENT) UNDER THIS LIMITED WARRANTY SHALL BE IN ADDITION TO THE RIGHTS AND REMEDIES TO THE BUYER UNDER THE APPLICABLE LAW IN RELATION TO THE PRODUCTS TO WHICH THIS LIMITED WARRANTY RELATES. FURTHER SAVE AND EXCEPT AS PROVIDED HEREIN ABOVE AND TO THE EXTENT SUCH LIABILITY CANNOT BE NEGATED UNDER THE APPLICABLE LAW, THE SELLER MAKES NO WARRANTY, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED, ARISING FROM OR RELATING TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTY OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTY OF CUSTOM OR USAGE, ARISING FROM OR RELATING TO THE PRODUCTS. THE REMEDIES FOR BREACH OF THIS LIMITED WARRANTY ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES ARISING FROM OR RELATING TO ANY BREACH OF THE WARRANTY. IN NO EVENT SHALL THE SELLER BE RESPONSIBLE PURSUANT TO THIS LIMITED WARRANTY FOR ANY PERFORMANCE ANALYSIS, INSPECTION, DIAGNOSIS, REMOVAL, INSTALLATION, CUSTOMS, IMPORT DUTIES, EXPORT DUTIES, TAXES, REINSTALLATION COSTS, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSSES OR DAMAGES CAUSED BY REASON OF LOSS OF USE, LOSS OF PROFITS OR REVENUE, INTEREST CHARGES (EXCEPT AS EXPRESSLY PROVIDED HEREIN), LOSS OF BONDING CAPACITY, COST OF CAPITAL OR CLAIMS OF BUYER DAMAGES, WHETHER LIABILITY ARISES AS A RESULT OF BREACH OF

CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY, BY OPERATION OF LAW OR IN ANY OTHER MANNER. EXCEPT AS SET OUT IN THIS LIMITED WARRANTY, THE SELLER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR LOSS OF PROPERTY, DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY.

FURTHER, NOTWITHSTANDING THE ABOVE, THE BELOW STATEMENT APPLIES TO THE BUYER WHO MATCHES THE DEFINITION OF CUSTOMER(S) UNDER THE AUSTRALIAN CONSUMER LAW: "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."

STATUTORY RIGHTS IN NEW ZEALAND:

THE PRODUCT COMES WITH CONSUMER GUARANTEES THAT CANNOT BE EXCLUDED UNDER

THE NZ CONSUMER GUARANTEE ACT (CGA) 1993. WHERE THE BUYER IS DEFINED AS A CONSUMER UNDER THE ACT, THE CUSTOMER HAS A RIGHT OF REDRESS AGAINST THE SELLER IN ACCORDANCE WITH NZ CGA 1993 IN RESPECT OF THE FAILURE OF A PRODUCT TO COMPLY WITH A GUARANTEE, THE BUYER MAY EXERCISE THE FOLLOWING REMEDIES:

(I) WHERE THE FAILURE CANNOT BE REMEDIED OR IS OF A SUBSTANTIAL CHARACTER WITHIN THE MEANING OF SECTION 21 OF NZ CGA 1993, THE BUYER MAY REJECT THE PRODUCT (EXCEPT IN THE SCENARIO AS PROVIDED IN SECTION 20 OF THE CONSUMER GUARANTEES ACT, 1993) AND CHOOSE TO EITHER GET A REFUND OF ANY MONEY PAID IN RESPECT OF THE REJECTED GOODS OR GOODS OF THE SAME TYPE AND OF SIMILAR VALUE TO REPLACE THE REJECTED GOODS (WHERE SUCH GOODS ARE REASONABLY AVAILABLE TO THE SELLER AS A PART OF ITS STOCK) FOR THE DEFECTIVE PRODUCT OR OBTAIN FROM THE SELLER DAMAGES IN COMPENSATION FOR ANY REDUCTION IN VALUE OF THE PRODUCT BELOW THE PRICE PAID OR PAYABLE BY THE BUYER FOR THE DEFECTIVE PRODUCT.

(II) WHERE THE SELLER DOES NOT REMEDY THE FAILURE WITHIN A REASONABLE TIME, THE BUYER MIGHT HAVE THE FAILURE REMEDIED ELSEWHERE AND OBTAIN FROM THE SELLER ALL REASONABLE COSTS INCURRED IN HAVING THE FAILURE REMEDIED OR MIGHT REJECT THE (EXCEPT IN THE SCENARIO AS PROVIDED IN SECTION 20 OF THE

CONSUMER GUARANTEES ACT, 1993) DEFECTIVE PRODUCT AND CHOOSE TO EITHER GET A REFUND OF ANY MONEY PAID IN RESPECT OF THE REJECTED GOODS OR GOODS OF THE SAME TYPE AND OF SIMILAR VALUE TO REPLACE THE REJECTED GOODS (WHERE SUCH GOODS ARE REASONABLY AVAILABLE TO THE SELLER AS A PART OF ITS STOCK) FOR THE DEFECTIVE PRODUCT.

(III) IN ADDITION TO THE REMEDIES SET OUT ABOVE, THE BUYER MAY OBTAIN FROM THE SELLER DAMAGES FOR ANY LOSS OR DAMAGE TO THE BUYER RESULTING FROM THE FAILURE (OTHER THAN LOSS OR DAMAGE THROUGH REDUCTION IN VALUE OF THE DEFECTIVE PRODUCT) WHICH WAS REASONABLY FORESEEABLE AS LIABLE TO RESULT FROM THE FAILURE.

ANY WARRANTY GIVEN TO THE BUYER IN RELATION TO PRODUCTS BY A NZ DEALER OR NZ ONSELLER (OTHER THAN THE WARRANTY PROVIDED IN THIS LIMITED WARRANTY POLICY) IS NOT THE SELLER WARRANTY AND IS FULL RESPONSIBILITY OF THE PROVIDER. THE SELLER WILL NOT ACCEPT CLAIMS UNDER ANY SUCH WARRANTY AND WILL NOT BE LIABLE TO THE PURCHASER OR ANY THIRD PARTY WITH RESPECT TO ANY SUCH WARRANTY.

10.ASSIGNMENT

Notwithstanding anything to the contrary herein, this Limited Warranty is for the sole and exclusive benefit of the Buyer and there are no third party beneficiaries hereof. However, subject to written notice from the Buyer to the Seller and the Seller's receipt of full and final payment for the Products under the Agreement, this entire Limited Warranty may be assigned in whole but not in part to any person or entity. If required by the Seller, the Buyer and/or the assignee shall provide reasonable evidence of the assignment within ten (10) business days of the receipt of notice from the Seller. Any permitted assignee of this Limited Warranty shall execute such agreements as may reasonably be requested by the Seller to confirm the applicability of any term hereof as a condition to assignment.

11.LAW AND FORUM

This Limited Warranty shall be governed by and construed in accordance with the laws set forth in the Agreement, irrespective of its conflict of laws principles. The Parties expressly waive the application of the United Nations Convention on contracts for the international sale of goods (CISG). No person who is not a party to this Limited Warranty will have any right to enforce it. Any disputes related to this warranty, including but not limited to disputes concerning the existence, validity, breach, or termination

of this Limited Warranty shall be submitted and ultimately resolved in accordance with the applicable legal terms and dispute resolution procedures agreed upon in the Agreement.

12.MISCELLANEOUS

This Limited Warranty represents the entire agreement and understanding of the Seller and the Buyer relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

13.SEVERABILITY

Should any section of this Limited Warranty be judged to be illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section shall be deemed severed here from and the validity of the remainder of this Limited Warranty shall not be affected thereby.

JINKO SOLAR Co.. LTD , as the parent company of the Seller hereby agrees that, if the Seller fails to perform all or any part of its obligations as set out in the Agreement, shall perform the same in accordance with, and up to the limitation set forth in the Agreement.

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Appendix A

CONDITIONS FOR LIMITED WARRANTY ON BATTERY PERFORMANCE

- The battery degradation rate is calculated as a positive value using the following formula and expressed as a percentage:

$$\text{Degradation Rate} = 100\% - \frac{\text{Actual available capacity}}{\text{Rated available capacity}} \times 100\%$$

- **Actual available capacity** refers to the peak discharge capacity output on the DC side at any specific timing during the Performance Warranty Period, usually expressed in Wh.
 - **Rated available capacity** means the DC side nameplate capacity *95%; 95% @0.5C is the DC usable capacity ratio, which is a test value when the battery is discharged from 100% SOC to 0% SOC.
- In order to maintain the battery performance in compliance with this Limited Warranty, it is generally not advisable to deplete the battery capacity to 100% DOD (Depth of Discharge) during the discharge process, which may adversely affect the battery's lifespan and performance. The discharge capacity of the battery typically refers to the total amount of electrical energy that the battery can release under normal operating conditions. Therefore, 5% of the available capacity will be retained during the discharge process to prevent the battery from being completely discharged.
 - The Limited Warranty applies only if the following conditions are met: (1) 0.5P; (2) the battery is at rest at 30% SOC; (3) the average temperature of the battery is between 20-30°C; and (4) the allowable discharge capacity is at 95%.
 - A full cycle is defined on the basis of 0%-100%SOC charging and 100%SOC-0% discharging process. If the battery sustains multiple partial cycles and the cumulative charging and discharging capacity over this period reaches the energy value of a full cycle, it is regarded as one full cycle.
 - The battery must be placed, installed and operated under certain electrical and environmental conditions to prevent irreparable damage to the battery cells. Therefore, if the battery operation or storage conditions in reality deviate the acceptable conditions described below, the Limited Warranty would not apply:

Parameters	Acceptable Conditions
High humidity	If condensation or moisture is detected inside the enclosure of the Product, dehumidifying measures should be taken before operation to minimize the risk of

	<p>damage to the circuit boards. Damage caused by Buyer operation or storage of the Product in excessively humid environments may void the performance warranty. (Permissible humidity range: Operating conditions: <95% relative humidity, no condensation; Storage conditions: <80% relative humidity, no condensation)</p>
Operating Conditions	<p>Do not exceed the Product's specified maximum charge and discharge rate (maximum 0.5P).</p>
System Operation and Idle State	<p>The battery should not be lying idle for long period and one full cycle at least once every 90 days is required. After installation, if the battery is lying idle for more than 90 days, the battery must be maintained at a SOC of 20%-40%, with a temperature between 20°C to 30°C, and a relative humidity of less than 80% with no condensation. When the battery is lying idle, it is the Buyer's responsibility to maintain the battery within the environmental conditions specified in Appendix A, the Technical Specifications, and the Jinko Guidance.</p>