



LIMITED WARRANTY FOR SOLAX ENERGY STORAGE SYSTEMS AND ACCESSORIES (V1.5)

(Valid from August 1st, 2024. US and Canada only)

ABSTRACT

This document describes the details of the warranty terms and conditions of SolaX brand products, which are installed, energized, commissioned, registered and activated in the US and Canada from August 1st, 2024. For any other products that are installed, commissioned and activated before this date, please refer to previous versions of the warranty documents accordingly.

Solax products (Products, as specified collectively in Table 1 and Table 2 in Section 2) are manufactured by SolaX Power Network Technology (Zhejiang) Co., Ltd. The company (hereinafter referred to as SolaX) provides this Limited Warranty to the customers of Products (Customer), who purchased from SolaX or its authorized distributors (Distributors), and have them installed, energized, commissioned, registered and activated by authorized installers on or after August 1st, 2024, and any Customer's permitted successors or assigns.

This Limited Warranty takes effect on August 1st, 2024 and shall remain valid unless a newer limited warranty is subsequently posted which applies to covered Product's Warranty Start Date.

1. Warranty

1.1 Product Warranty

Provided systems using Products are designed following the guidelines in, and Products are installed, used and serviced in according with, Product Documents, SolaX warrants during the Product Warranty Period specified in Table 1 all Products to be free from defects in materials or workmanship that lead to significant functional or performance degradations from the specifications described in Product Documents. Product Documents include Datasheet, User Manual, Installation Guide, Standard Operation Procedure (SOP) and other documents that can be found at the official website (<https://www.solaxpower.com/products/>). The performance warranty of the batteries in Products is provided in Section 1.2.

1.2 Battery Performance Warranty

This Limited Warranty warrants during Performance Warranty Period (specified in Table 2) from the Warranty Start Date, defined below, an end of Warranty Period Retention Capacity (in Table 2), subject to the measurement and depth of discharge conditions listed in Table 2.

1.3 Warranty Start, Activation and Production Dates

Warranty Start Date is the earlier of (a) the Activation Date, and (b) 12 months after the Production Date. Activation Date is the date Products are installed, energized, commissioned, registered and activated at original project site. Production Date is the date Products completed manufacturing at SolaX or SolaX designated factories.

2. Warranty Period

SolaX warrants, on the terms and conditions set out below, that:

Table 1: Products Warranty Period

Products	Product Warranty Period
Energy Storage Systems: A1-Hybrid G2/A1-AC G2 (A1- HYB/AC-3.8K-G2; A1- HYB/AC-5.0K-G2; A1- HYB/AC-6.0K-G2; A1- HYB/AC-7.6K-G2) A1-BI G2; A1-BI PRO-G2;	12 years from Warranty Start Date

Micro-inverter: A1-Micro 1 in 1	25 years from Warranty Start Date
Accessories-1: CT; Acrel meter; Pocket WIFI 3.0; Pocket WiFi+ LAN; Pocket WiFi+ 4G; SW-80-G2 (Switch box); Meter box;	5 years from Warranty Start Date
Accessories-2: ECC; ECC-PLC;	3 years from Warranty Start Date

Table 2 Battery Module Performance Warranty Period and Performance Warranty

Battery Module	BMS	Battery	Performance Warranty Period
T-BAT-SYS-HV-5.0	TBMS-MC60060	TP-HS50	The earlier of: (1) 12 years from Warranty Start Date, (2) An energy throughput of 15.1 MWh, and (3) 6000 charge/discharge cycles
<ul style="list-style-type: none"> SolaX warrants and represents that the Battery Module has a Retention Capacity of at least 70% of Nominal Energy Capacity (confirmed by the capacity measurement conditions below) during Performance Warranty Period when the battery system is operated under normal use conditions specified in Product Documents, and subject to the Nominal Energy Capacity measurement conditions below. Nominal Energy Capacity of Battery Module is 5.0 kWh. <p>Nominal Energy Capacity measurement conditions:</p> <ul style="list-style-type: none"> - Ambient temperature: 25-30°C - Initial battery temperature from BMS: 25-30°C - Current and voltage measurement at battery DC side - Charging/discharging method - charge/discharge rate of 0.5 C 			

In the event of product replacement, the remaining Product Warranty Period and Performance Warranty Period shall be transferred to the substitutive Products, provided the substitutive Products have been registered following the same process of new Products. Customer will not be provided a new certification. Repaired and replaced Products will have the same warranty coverage of the original Products.

3. Warranty Registration

Customer shall register warranty of the Products via Solax cloud (<https://na.solaxcloud.com/user-center/>) within 90 days from the date of commissioning of Products

4. Warranty Extension

An extension of 3 years of Limited Warranty can be purchased via SolaX website, after finishing the online registration for Products, but no later than 6 months after its Activation Date (or 15 months after Production Date). SolaX has the right to change payment policy for warranty extension or reject any application received at a later point in time.

The Extended Warranty Period will automatically include the remaining part of the relevant warranty period (Product Warranty Period and Performance Warranty Period) and the 3-year extension. It will provide

warranty coverage to Energy Storage Systems (Table 1) and Battery Module (Table 2).

5. Warranty Exclusions

Products are not covered by warranty in the following cases:

- A. Warranty Period expires.
- B. Products failure is not reported to SolaX within 30 days of occurrence.
- C. Failed to comply with the design, application and usage guideline and conditions specified in Product Documents.
- D. Failed to comply with relevant national and local safety standards, rules, codes and regulations.
- E. Products were damaged during transportation, but were accepted within 10 business days of delivery.
- F. Defective Products have not been returned to SolaX or Authorized Customer Service Partners (Partners) within 30 days of replacement.
- G. The defect is caused by improper use, misuse, abuse, accident, un-authorized repair or replacement, or negligence by Customer or a third party.
- H. The Products are relocated for any reason after it has been installed (regardless of whether it has been reinstalled subsequently or moved back to the same location) unless it is reinstalled at the same address by a qualified installer who has provided a test report to SolaX.
- I. The damage or defect is caused by extreme environment factors including, but not limited to, lightning, flood, fire, snow, frost, hail, tidal waves, storm, extreme temperatures, meteorites, earthquakes, volcanic eruptions, landslides, corrosive substances, pollutions, blowing sand, loose stone, mold, smoke, pest, animals, actions of a third-party, vandalism, or any other force majeure factors.
- J. The damage or defect is caused by instruction, action, operation or forecast of embedded software, external software, algorithm, cloud, data or hardware from third parties integrated directly or indirectly with Products without written authorization from SolaX.
- K. Any part of Products is modified or altered, including the series numbers and labels.
- M. Normal wear or tear (Aging etc).
- N. Damage to Products caused by external factors, including, but not limited to, voltage fluctuations, power surge, power peak, excessive current, power failure, improper system design or workmanship, or other faults arising in a connected power supply.

6. Warranty Claim Procedure

For the claimant, please contact the local distributor where Products were purchased, or the installer who installed Products. Distributor or installer will contact SolaX accordingly. If the claimant is unable to obtain service from them, or was not satisfied with their service, claimant can escalate service request by contacting SolaX service team (service.us@solaxpower.com) or SolaX website (<https://www.solaxpower.com/contact/>). Distributors and installers are part of the Authorized Customer Service Partner network.

The following information must be provided when submitting a warranty claim:

- 1). Contact information of claimant, including name of the person, phone number, email address and shipment address.
- 2). Information regarding all defective Products, including product(s) model(s), serial number(s), installation date and failure date. To be considered, any claims shall be made within 30 days the failure is discovered.
- 3). Information of other components of the systems other than Products, including (a) the brand, model, and number of PV panels, (b) the brand and model of the components of other energy storage products integrated into the systems, (c) any other system components.
- 4). A detail description of the failure.
- 5). Error message on LCD screen (if applicable) and additional information regarding the fault/error.
- 6). Description of actions taken before the failure and detailed information of previous claims (if applicable)

SolaX may arrange an on-site inspection to find out the root cause of the failure. The claimant is responsible for granting access, making time, and ensuring the safety of the inspection by a technician from SolaX or an authorized third-party company. SolaX reserves the right not to enter the site should the SolaX technician consider it unsafe to do so.

The following information need to be provided for replacement of Products:

- a) A completed warranty claim form (SolaX RMA form, available at SolaX service team service.us@solaxpower.com);
- b) A copy of the original invoice, receipt, commissioning report, or any other document which can prove the purchase of Products and/or Extended Warranty, or the date of activation;

SolaX reserves the right to reject the warranty claim of:

- Customer fails to provide the above-mentioned information;
- Products fall into one or more of the conditions in Section 5.

The defective parts or units replaced under a warranty claim become the properties of SolaX, and must be returned to SolaX or Authorized Customer Service Partners (distributors) with the original or equivalent packaging.

7. Warranty Remedies

In the event the occurrence of a defect during the relevant Warranty Period (Product Warranty Period and Performance Warranty Period) for which SolaX is responsible, SolaX will, at its discretion, either:

- (1) Fix the problem by updating the software in, or changing the configurations of, Products; or
- (2) Repair the defect on the premises of SolaX or at Customer's site; or
- (3) Provide an equivalent substitute (repaired, refurbished, or upgraded model with at least equivalent functions) or a new device;

SolaX will seek reimbursement of all costs (labour, travel, delivery, and/or replacement units that have been sent) incurred from the claimant if the product of replacement is found, either at Customer site or SolaX premises, to be free from defects in materials or workmanship, or the product is found not to be covered by this Limited Warranty.

If the faulty device is not returned to SolaX within 30 calendar days after replacement, SolaX reserves the right to charge based on the current market selling price of the machine.

The warranty covers the costs of materials and labor that required to restore or exceed the functions of Products specified in Product Documents. Besides, the transportation costs of replacement units to designated destinations in the United States or Canada are covered by this warranty.

The following costs are not covered by the warranty:

- (1) Travel and subsistence expenses as well as on-site installation, modification and normal maintenance costs.
- (2) Duties, import/ export fees or costs and other general administrative costs.
- (3) The costs and expense incurred as a consequence of the defect of Products, including, but not limited to, compensation from direct or indirect damages to other systems and facilities, or loss of power generated during the product downtime.

In any case, whether in contract, tort, or otherwise, the maximum compensation for customer losses shall not exceed the amount paid by Customer for the purchase. The customer voluntarily waives compensation for all other direct or indirect damages.

8. Limitation of Liability

SOLAX SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECTSPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER SOLAX HAS BEEN INFORMED OF,OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. SOLAX'S LIABILITY ARISING OUT OF A CLAIM UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE PURCHASE. EXCEPT FOR THE WARRANTY PRODUCTS , THE CUSTOMER UNDERTAKES TO WAIVE COMPENSATION FOR ALL OTHER DIRECT OR INDIRECT DAMAGES.

9. Service after Warranty Expiration

For Products which are out of warranty or without warranty coverage, SolaX provides trouble-shooting, repair and replace services with additional charges. These charges include on-site service fee, materials fee, and logistics fee:

- On-site service fee: Travel cost and time for the technician to perform on-site services and the cost of labor time for the technician to install, analyze, repair, test and maintain faulty products.
- Materials fee: Cost of replacement parts or units or any other relevant materials.
- Logistics fee: Cost of delivery, including the costs of shipping the defective products from end users to SolaX, or/and the costs of sending the repaired products from SolaX to end users.

10. Assignment.

SolaX expressly reserves the right to novate or assign its rights and obligations under this Limited Warranty to a third party with the demonstrated expertise and requisite resources needed to effectively discharge the obligations hereunder. Customer may transfer this Limited Warranty to successors and assigns, this Limited Warranty will remain in effect for the time period remaining under the foregoing warranties.

11. Geographical Scope

This Limited Warranty terms and conditions only apply for the products which are originally purchased from SolaX's authorized channels and installed in the destinations defined within the United States and Canada. For any units purchased in one country/region but installed in another country/region, the warranty will become invalid if there is no written confirmation/approval from SolaX prior to the installation.

12. MISCELLANEOUS

12.1 Severability

If any provision of this Limited Warranty is held by a court or other tribunal of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of the parties so that this Limited Warranty shall remain in full force and effect. The invalidity or unenforceability of any provision of this Limited Warranty in any jurisdiction shall not affect its validity or enforceability in any other jurisdiction or the validity or enforceability of any other provision of this Limited Warranty.

12.2 Governing Law and Jurisdiction

This Limited Warranty shall be governed by and construed in accordance with the laws of P.R. China

(excluding Hong Kong, Macao and Taiwan). Any controversy or claim arising out of or relating to this Limited Warranty or the breach thereof shall be settled in SHIAC(Shanghai International Arbitration Center) in accordance with the Arbitration Rules for the time being in force for arbitration. The Place of arbitration shall be Shanghai,P.R. China. The arbitration proceedings shall be conducted in English. The arbitral award shall be final and binding to the Parties. All costs of arbitration (including but not limited to arbitration fees , costs of arbitrators and legal fees and disbursements) shall be borne by the losing party unless otherwise determined by the arbitration tribunal.