NINGBO DEYE ESS ENERGY STORAGE BATTERY LIMITED WARRANTY

The Limited Warranty applies to NINGBO DEYE ESS Energy Storage Battery Products (Model: GE-F240-BC-2-A3) which are installed in .

NINGBO DEYE ESS TECHNOLOGY CO., LTD (NINGBO DEYE ESS) provides the warranties in this document (Limited Warranty) to people who purchases the product for their use and put the product into operation for the first time (Original Buyer).

1. LIMITED WARRANTY

1.1. Warranty Start Date

Generally, Warranty Start Date is the earlier of (i) the installation date or (ii) six (6) months from the production date.

1.2. Limited Product Warranty

a) NINGBO DEYE ESS warrants that the product has no defects in materials or craftsmanship within corresponding warranty period (pls refer to the table below) from the Warranty Start Date.

b) After the purchase, the product must be installed and used within six(6)months from the date of production. If the product is not installed or used within this period, the battery needs to be tested or recharged to avoid deep discharge. If the battery is stored for an extended period and deep discharge occurs, the warranty will be void. The deterioration of battery life due to overcharge and overdischarge caused by non-communication use will result in shortened warranty time.

c) The warranty is valid until whichever comes first: the warranty period (10 years) or minimum throughput.

Warranty content	Warranty environment
BMS	10 years
Cabinet	10 years
PDU	5 years

Warranty content	Warranty environment
Air conditioning system	10 years
Other components	3 years

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.

d) Our goods come with guarantees that cannot be excluded under the Australian Consumer Law.

1.3. Limited Performance Warranty

a) NINGBO DEYE ESS warrants that the product will (i) maintain seventy percent (70%) of its System Energy within warranty period from the Warranty Start Date(Cycle≥8000 (25±2°C,0.5P,EOL70%)); or (ii) reach the Minimum Throughput Energy,whichever occurs first. On the condition that the product is operated in a normal manner and inaccordance with the user guide provided by NINGBO DEYE ESS.

b) The Minimum Throughput Energy means the total output energy of the product recorded in the control module of the Product.

c) The SystemEnergy and Minimum Throughput Energy for each product Model are set out in the table below.

Product Model	System Energy (kWh)	Minimum Throughput Energy(MWh)
GE-F240-BC-2-A3	241.15	757

b) For this Limited Warranty, the remaining Usable Energy is as measured and calculated using the following testing method and values, while the ambient temperature is between 25±2°C:

- Discharge the battery with constant power until the battery reaches End of Discharge Voltage ("EODV").
- Wait for 30 minutes.
- Charge the battery with constant power to its full capacity.
- Wait for 30 minutes.
- Discharge the battery with constant power until it reaches EODV or its self-protective voltage

Record the current, voltage and time.

· The remaining Usable Energy is the integral of discharge time and current multiplied by voltage.

Test Value List:

Product Model	System Usable Energy	End of Discharge Voltage (V)	End of Charge Voltage (V)	Constant Power (KW)
GE-F240-BC-2-A3	241.15	600	876	100

1.4. Warranty Limitations

The Limited Warranties in clauses 1.2 and 1.3 are subject to and must be read together with the exclusions and limitations set out below.

2. EXCLUSIONS AND LIMITATIONS

2.1. Disclaimer

a) In the scope allowed by the law, the warranty in this Limited Warranty is the only clear warranty of the product.

NINGBO DEYE ESS deny all legal and implied warranties, including but not limited to any suitable market, suitable for specific purposes or non- infringement warranties.

In the scope allowed by the law, as long as such warranty cannot be denied, NINGBO DEYE ESS limits the period and remedial measures of such warranties within the period of this limited warranty, and NINGBO DEYE ESS selects the maintenance or replacement service described below.

b) The seller of the product or anyone else has no right to represent NINGBO DEYE ESS to make any guarantee other than the content contained in the document, and there is no right to extend the period to the time limit of the above regulations.

2.2. Limitation of Liability

In addition to the situation stipulated in this warranty, within the maximum range of law, any

indirect, accidental, special, or specially caused by products or its installation, use, performance or non -performance, or any defects or violations of guarantees or punitive damage (including but not limited to profit loss, goodwill or commercial reputation damage, or delayed damage), whether or not based on the contract, guarantee, negligence, strict responsibility or any other theories, NINGBO DEYE ESS is not responsible. The overall responsibility (if there are any) of NINGBO DEYE ESS, whether it isdamage or other aspects, shall not exceed the purchase price paid by the original buyer for the product.

2.3. Warranty Limitations

The Limited Warranty in clauses 1.2 and 1.3 does not apply to any defect or deterioration resulting from:

2.3.1. The product is not installed, maintained or operated in accordance with the operation manual.

2.3.2. After installation, the product is moved or shaken, or the operating temperature is not within the range described in the Deye official datasheet.

2.3.3. No installation of the product within six (6) months from the warranty start date.

2.3.4. Without the approval of NINGBO DEYE ESS or NINGBO DEYE ESS partners, the product is modified or repaired.

2.3.5. The operation of the Product with an inverter that is not a NINGBO DEYE ESS certified.

2.3.6. A force majeure event (e.g., natural disasters, such as floods, fires, earthquakes, lightning, or other abnormal environmental conditions, war, etc.)

2.3.7. The obvious damage to the product during the transportation.

2.3.8. State or regional laws, regulations or instructions have changed.

2.3.9. The product has not been used in 6 months or more.

2.3.10. No free warranty if you do not use the original frame from Deye factories and the battery system will have structural dangers during use.

2.3.11. No free warranty if the battery is not charged within 48 hours after the battery is fully discharged.

2.3.12. No free warranty if the deye after-sales staff is not informed within 48 hours once the problems appear.

2.4. Warranty Exclusions

The Limited Warranty in clauses 1.2 and 1.3 does not apply:

2.4.1. If the Product is not purchase in the area stupilated in the contract .

2.4.2. The original buyer does not grant NINGBO DEYE ESS or NINGBO DEYE ESS partners the access to the performance data of the product through the Internet after reporting a warranty claim, or the access to manipulate these data.

2.4.3. Product appearance wear (including but not limited to any scratches, stains, mechanical wear, rust or mold) which does not affect its function.

2.4.4. Any property loss or personal damage caused by any defects. If the product is sold to the original buyer, the level of science and technical knowledge is not enough to discover the defects.

2.4.5. If the invoice of the product and the information listed in clause 4 below are not provided with the warranty claim.

2.4.6. If the serial number on the product can no longer be recognized or has been modified.

3. REMEDIAL MEASURES FOR BREACH OF WARRANTY

3.1. On the premise of complying with the above mentioned exemption clauses and restrictions, if the product does not meet the limited warranty in clauses 1.2 or 1.3, NINGBO DEYE ESS will repair or replace the non-conforming product or parts thereof within the warranty term at no charge (or provide a partial refund), on the following conditions.

3.2. Whether to repair or replace the Product will be determined by NINGBO DEYE ESS in its sole discretion.

3.3. The Product or any of its parts to be replaced will have the same performance and reliability as the original product. If related types of products or any of its components have been discontinued, withdrawn from the market, or are otherwise unavailable, NINGBO DEYE ESS may replace them with similar products or components (which may include previously used components).

3.4. If NINGBO DEYE ESS does not repair or replace the defective Product or parts, NINGBO DEYE ESS will return the remaining amount to original buyer, which calculated as follows:

a)If the Product fails to comply with the Limited Performance Warranty in clause 1.3, NINGBO DEYE ESS may calculate the refund using one of the following two refund formulas:

i)Refund = maximum claim amount* x (warranted Minimum Throughput Energy - output energy of the Product recorded in the control module of the Product) / warranted Minimum Throughput Energy;

ii)Refund = maximum claim amount* x (warranted remaining Useable Energy - remaining Useable Energy) / warranted Usable Energy; and

b)If the Product cannot be operated, NINGBO DEYE ESS will calculate the refund as follows:
Refund = (maximum claim amount*/120) x (120 - number of months since Warranty Start Date).
*If the product is newly purchased and has no defects, the maximum claim amount is the market value of products (or an equivalent product) determined by NINGBO DEYE ESS.

3.5. The above remedial measures are the only and exclusive obligations of NINGBO DEYE ESS to the original buyer under the limited warranty. If the product does not comply with limited warranty, NINGBO DEYE ESS does not bear other responsibilities to the original buyer.

4. FULFILMENT

4.1. If the Original Buyer wishes to make a warranty claim under this Limited Warranty, the warranty claim must be reported in writing to NINGBO DEYE ESS Partner (or, if the Original Buyer is unable to contact them, please report it to NINGBO DEYE ESS Global Service Department), with the information specified in the table below, using the contact information specified below:

1	Installation Date*	
2	Invoice Number*	
3	Battery-Box Configuration*	
4	Serial Number of Product *	
5	Serial Number of Module	

6	Serial Number of BCU	
7	Firmware Version of BMS /BMU	
8	Inverter*	
9	Inverter Configuration	
10	Serial Number of Inverter	
11	Firmware Version of Inverter	
12	Working Mode	
13	Place	e.g., On-Grid + Backup
14	Comments	e.g., Indoor
15	Error Information	
16	Country	
17	Street and house number	
18	Postcode and City	

* Mandatory to provide or according to the format mentioned in NINGBO DEYE ESS Authorized Service Partner's website, which is listed below.

CONTACT INFORMATION

NINGBO DEYE ESS Global Service

Address: No.18 ZhenLong 2 Road, Economic Development Zone, Cixi, Ningbo, China

Service Mailbox:sales@deye.com.cn

Tel: 0086-0574-6378 7513

Website: www.deyeess.com

E-mail(forafter-salesservice): service-ess@deye.com.cn

4.2. NINGBO DEYE ESS or NINGBO DEYE ESS partners are authorized to issue invoices for inspection costs if:

i) NINGBO DEYE ESS or NINGBO DEYE ESS partner's inspection of the product shows that no matter what the reason, Limited Warranty is not applicable; or

ii) No defects were found in the process of checking the product, and it works without error.

4.3. Unless it’ s agreed by NINGBO DEYE ESS or NINGBO DEYE ESS partners, any replaced products or component should be made available for pick up by NINGBO DEYE ESS or NINGBO DEYE ESS partners within four (4) weeks; otherwise NINGBO DEYE ESS has the right to issue invoices on the replaceable parts at a full market price.

4.4. The replaced products or parts are NINGBO DEYE ESS's property

4.5. The original warranty period of the product should still be applied to any maintenance or replacement product, which means that the warranty period of maintenance or replacement components will be the remaining warranty period of the original purchase of the product.

4.6. For non-resistant incidents such as natural disasters, war, riots, strikes, unable to obtain suitable or sufficient labor, materials or capacity, or any unpredictable incidents that exceed their control scope which leads to the situation that NINGBO DEYE ESS is not able to fulfill or delay performing obligations of this Limited Warranty, NINGBO DEYE ESS or NINGBO DEYE ESS partners shall not be responsible or liable for the original buyer in any way.

5. OUT OF WARRANTY

In the event of the product is out of warranty, NINGBO DEYE ESS can (deciding on its own) provide certain after-sales service to the original buyer, but all costs and expenses, such as components, labor costs, and travel expenses, shall be borne by the original buyer. In order to request such after-sales service, the original buyer must provide sufficient information about any defects so that NINGBO DEYE ESS partners can determine whether these defects can be repaired.

6. MISCELLANEOUS

6.1. This Limited Warranty is only under the jurisdiction of the local legal, and the choice of its legal terms is not considered.

6.2. The local courts shall have non-exclusive jurisdiction for further disputes about a warranty claim arising from this Limited Warranty. In case of a judicial assertion, NINGBO DEYE ESS, but not NINGBO DEYE ESS Partners, is responsible for sending or receiving lawsuit documents.

6.3. T he original buyer can enjoy legal rights on the sales of goods in accordance with national laws. This Limited Warranty does not limit their possible legal rights or the rights generated by the purchase contract.

6.4. If any terms or some terms of this Limited Warranty are considered or found invalid, no effect or other unruly (whether it is for one party or generally), it will be regarded as the scope of its invalidity or it is separated in the scope of its failure or enforcement, but the rest of the clause will maintain in full force and effect.

6.5. As a condition to propose a warranty claim, the Original Buyer agreed that any technical factual controversy related to the claims proposed under this Limited Warranty may be referred by NINGBO DEYE ESS to expert determination by the then-current Resolution Institute Expert Determination Rules, except that:

6.5.1. Experts must be of a reputable test organization, such as TÜV Rheinland, TÜV SUD, Intertek, UL, CQC or CGC or any other parties accepting neutral third-party test organization (Experts).

6.5.2. The costs of the Expert, including any costs of delivery any product to the expert for testing, will be paid by the Original Buyer if:

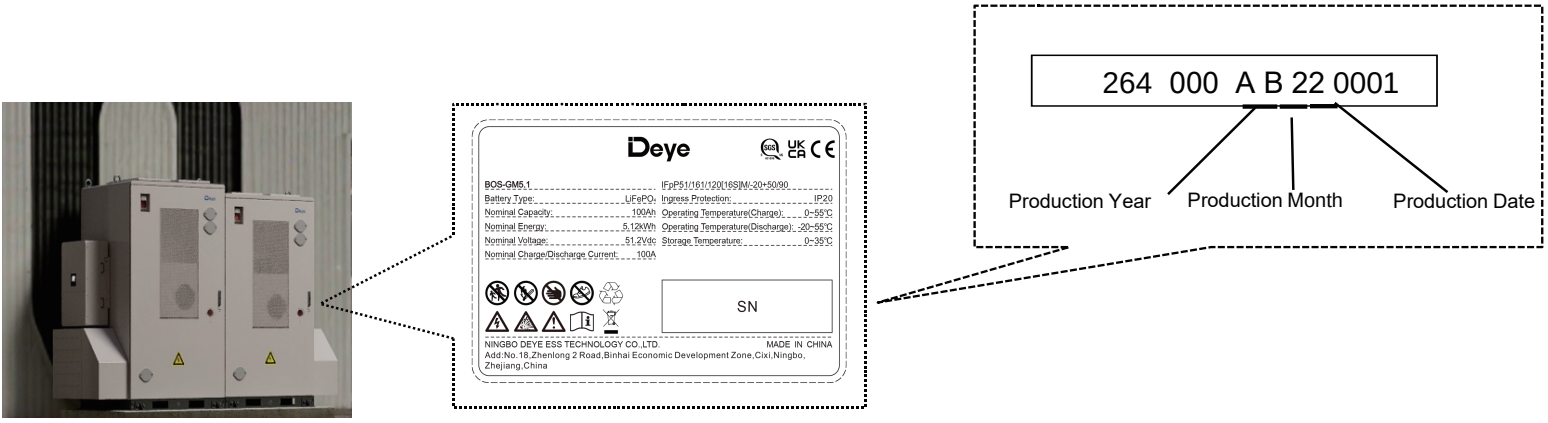
i)Original Buyer does not withdraw its claim within 14 days from the date of NINGBO DEYE ESS notifying Original Buyer that it intends to refer the dispute to an Expert; and;

ii)The Expert determines the dispute to be in favor of NINGBO DEYE ESS. In all other cases, NINGBO DEYE ESS will pay those costs.

APPENDIX

The production date of the product can be read from the serial number on the product label, as shown below. The serial number of the battery module is the same as the production date.

In the example diagram below, the underlined "A "indicates that the production year is 2022, "B" indicates that the production month is November, "22"indicates that the production date is the 22nd day of that month, and "0001" indicates the production serial number.



Nameplate here only as an example

*The final warranty terms shall be subject to the terms of the commercially signed version.

NINGBO DEYE ESS TECHNOLOGY CO., LTD

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Cixi, Ningbo, Zhejiang, P.R.China.