

Shanghai Chint Power Systems Co.,LTD. ("CPS") 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:

ESSR KL Series System (Battery + Control Box) :

- a) CPS ESSR-05KL1
- b) CPS ESSR-10KL1
- c) CPS ESSR-15KL1
- d) CPS ESSR-20KL1

Components Included:

- i. EBM Series Pack :
 - a) CPS EBM016100LF-L
 - b) CPS EBM016100LF-L/US
- ii. ECD Series Control Box:
 - a) CPS ECD51
 - b) CPS ECD51/US

Standard Warranty Period:

One hundred and twenty (120) months, the first day after six (6) months from the date of manufacture of the product or the first day of official operation of the system installation and commissioning, whichever comes first.

Pack are also subject to battery performance warranties

Ps: The final warranty period is subject to the contract.

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, CPS 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 CPS 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.

The Replacement Product shall be covered by this Limited Product Warranty for the remaining Warranty Period. Following a replacement, the Replacement Product will become the property of the Customer and the defective Covered Product shall become the property of CPS.

To avoid any doubt, the "Defect" mentioned herein shall refer to any status that the Warranted Product fails to operate normally, perform the expected functions as agreed by CPS and the Customer in writing or achieve the expected goals as agreed by CPS and the Customer in writing during its normal use due to its own quality issues (including but not limited to technical Defects or material issues). However, the Defect as defined above does not include the following circumstances:

- i. Normal wear and consumption of the Warranted Product
- ii. Appearance defects (including but not limited to scratches, corrosion, rust) that do not affect the normal operation, function and effect of the Warranted Product
- iii. Wear and consumption of accessory parts, consumptive parts and expendable parts of the Covered Product.

Pack Storage Condition

- i. The SOC of the storage is not less than 50% and regular replenishment is recommended;
- ii. When replenishing, the ambient temperature is between 15°C~35°C, and the SOC should be no less than 60% after replenishment
- iii. The number of replenishment shall not exceed 3 times or the storage life shall not exceed 3 years, beyond the number or years will lose the warranty
- iv. During the operation of the battery pack, plug-ins are not allowed to be plugged in or out at will, otherwise it will easily cause safety hazards
- v. The battery pack must be operated by professionals and relevant qualified personnel during operation or maintenance
- vi. During the maintenance process, please do not arbitrarily install or dissect the batteries in the battery pack, otherwise it will easily cause system performance degradation and safety hazards
- vii. The battery should be stored in a cool and dry place

- viii. During transportation, protective measures such as dust and rain should be taken, and the goods should be placed and fixed to prevent impact and scattering
- ix. It is recommended to use a forklift for loading and unloading goods, and the loading and unloading operations should be carried out by professionals
- x. In accordance with the labeling requirements of the outer packaging, rain, exposure to the sun, overturning, stepping, etc. shall be prohibited.
- xi. Pay attention to the sequence of product numbers when unloading and storing with packaging, and it is recommended to store them together according to the number to facilitate installation
- xii. The storage environment temperature should be between -10°C and 55°C, and the humidity should be between 5% and 80%, without condensation. The recommended storage environment temperature range is 20~30°C.
- xiii. The battery pack shall not be transported with a battery module as a whole
- xiv. No heat source should exist within 2 meters of the battery cluster storage location

Pack Performance Definition

- i. Warranty conditions:
 - a) Charge temperature: 0 °C~50 °C
 - b) Discharge temperature: -10°C~50 °C
 - c) Discharge max rate: 0.5C
 - d) Altitude: < 2000m
 - e) Humidity: <95% RH
 - f) Discharge depth: 100% DOD

- ii. Target Performance:

10 Years from the Warranty Start Date: ≥70%EOL

Reach the Minimum Throughput in the table below: ≥70%EOL

Product Model	Usable Energy(kWh)	Minimum Throughput Energy(MWH)
CPS ESSR-05KL1	5.12	15.2
CPS ESSR-10KL1	10.24	30.4
CPS ESSR-15KL1	15.36	45.6
CPS ESSR-20KL1	20.48	60.8
CPS EBM016100LF-L	5.12	15.2

CPS warrants that the Product will retain seventy percent (70%) of its Usable Energy for ten (10) years from the Warranty Start Date; or reach the Minimum Throughput Energy, whichever comes first, on the condition that the Product is operated in a normal manner that adheres to the manual guidelines provided by CPS.

iii. EOL testing standards:

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~ 28°C:

- a) Discharge the battery with max 0.2C constant current until the battery reaches End of Discharge Voltage ("EODV") or its self-protective voltage.
- b) Wait for 10 minutes.
- c) Charge the battery with max 0.2C constant current and constant charge voltage to its full capacity.
- d) Wait for 10 minutes.
- e) Discharge the battery with max 0.2C constant current until it reaches EODV or its self-protective voltage. Record the current, voltage, and time.
- f) The formula for calculating the remaining usable energy is :

$$E_{\text{remaining}} = \int (I(t) * V(t)) dt$$

- g) Where $I(t)$ is the current of the battery at time t , $V(t)$ is the voltage of the battery at time t , and the integral symbol indicates that the expression is the integral of the product of $I(t)$ and $V(t)$ with respect to time.

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 CPS by contacting the CPS 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,
- ii. alarm ID, reason ID and data exported from the Control Box;
- iii. product serial number; and
- iv. a copy of the purchase receipt.

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

provided.

The Customer Services Help Desk can be contacted via:

Free phone:

- Global Center: +86 21 3779 1222 -866300
- European Hot Line: +420(0)608 406 558
- North America Hot Line: +1 (0) 855-584-7168

E-mail: service.cps@chint.com

Website: <https://en.chintpower.com>

Customer can find user manual and other information on the website.

Product Replacement

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

Where CPS opts to provide a Replacement Product, CPS will deliver the Replacement Product to the Customer's nominated site within the Australia, normally within five (5) to ten (10) "Working Days" (being Monday to Friday but excluding public and bank holidays in place of dispatch) after the warranty claim has been logged, investigated and confirmed. Within ten (10) Working Days of the Customer receiving the Replacement Product, the Customer shall return the defective Covered Product to CPS 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).

If CPS is short of the spare parts or units at that moment and customer has the spare same model product in his or her own stock. Customer can replace the inverter once CPS authorizes. And once the replacement is done, CPS will offer customer a replacement device of equivalent value according to model and age.

Once the replacement is done, the remainder of the warranty entitlement will be transferred

to the replacement device and your entitlement will be documented at CPS.

CPS 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 CPS 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.

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) , cooling fans, fuse, cable and wires etc., whether supplied by CPS or others.

This Limited Product Warranty only applies to Customers who have purchased the Covered Products directly from CPS, or from an authorized seller of CPS Inverters in the Australia. CPS only process the transportation in Australia.

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 CPS;
- ii. The Covered Product was damaged as installation, use and maintenance of the product has been out of the operational environment specified by product manual or failed to follow the product manual.
 - iii. The product was damaged during the transfer after the transfer of risk under Incoterms specified in the contracts.
 - iv. The battery was damaged due to failure to follow the safety warnings contained in product manual and the relevant regulatory safety requirements.
 - v. the Covered Product being used other than its normal and customary manner;
 - vi. Unsafe power grid environment or chemical environment or other circumstances with similar nature
 - vii. unauthorized disassembly, repair, alteration or modifications
 - viii. misuse, abuse, intentional damage, negligence or accidental damage;
 - ix. 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 CPS's requirements;
 - x. damage due to use of incorrect voltage
 - xi. directly caused by problems in system infrastructure;
 - xii. improper storage, shipping, handling or usage of the Covered Products; and
 - xiii. 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, or labour shortages, accident, freight embargoes, or any other event beyond the control of CPS) 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.

The above warranty supersedes and excludes any other warranties, express or implied,

including but not limited to warranties under applicable commercial laws and warranties of fitness for a particular purpose, and any other obligations and liabilities of CPS; except to the extent that CPS expressly warrants otherwise in writing the corresponding warranties, obligations and liabilities not assumed by CPS under this warranty.

If the model / serial number of the Covered Product have been changed or cannot be identified, the customer will no longer have the corresponding warranty.

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.

CPS 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 CPS's liability for:

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

General

- i. No one other than an authorized representative of CPS 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.

- iii. If the Covered Product is to be relocated to another place, the service coverage won't be valid till the following conditions are satisfied:
 - a) The customer shall notify our company in writing at least thirty days in advance before the Covered Product is moved.
 - b) CPS is entitled to supervise the Covered Product in terms of shutdown, disconnection, packing, transportation, unpacking, re-installation, and re-startup, and client side wiring (removal, installation) is not within the scope of the clause.
 - c) CPS has agreed that the new location of the equipment can be included in the service coverage.
- iv. Within the time of service specified by this agreement, the customer should assign its representative on the site and ensure the safety of our company's maintenance personnel.
- v. The customer should ensure the Covered Product is accessible to its maintenance mode and provided with reasonable safeguard equipment.
- vi. All the payments should be paid within the required deadline of payment. If the customer fails to pay in time, CPS is entitled to refuse to provide further service till receiving the payment.
- vii. According to the relevant regulations by Chinese Government, both the paid service and the spare part procurement are charged with the appropriate added-value tax.

Applicable Law

- i. THE LIMITED WARRANTIES SET OUT HEREIN ARE IN LIEU OF ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED BY BUYER FROM CPS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
- ii. 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

- iii. Claims by buyer that go beyond the warranty terms set out herein, including claims for compensation or damages, are not covered by the Limited Warranty, insofar as CPS is not subject to statutory liability.
- iv. Coverage under the Limited Warranty is subject to buyer complying with the foregoing notification requirements and cooperating with CPS's directions. CPS's sole obligation and buyer's exclusive remedy for any defect warranted hereunder, is limited to those actions expressly stated above. Such actions are final and do not grant any further rights, in particular with respect to any claims for compensation. Unless otherwise specified in an executed Agreement with CPS, and the total value of any compensation for a single product shall not exceed the invoice value of a single product.
- v. All disputes arising from the warranty, the execution thereof shall be settled by amicable negotiation between the two parties. In case of no settlement can be reached, the parties, hereby, shall irrevocably submit the disputes to the exclusive jurisdiction for agreement. China International Economic, Trade Arbitration Commission-Shanghai or Hong Kong International Arbitration Centre will be acceptable for CPS.

Importer/Supplier Information:

Name : Astronergy Solar Australia Development Pty Ltd

ABN Number : 63 629 498 568

Address : 105 King William Street, Kent Town, SA

Contact person: Jiahui Shan

Tel: 61 431 830 955

E-mail: Jiahui.shan@astronergy.com

Website: <https://astronergy.com.au/>

Manufacturer Information :

Name : Shanghai Chint Power Systems Co.,LTD.

Address : Building 3, No.3255 Sixian Road, Songjiang District, Shanghai, China

Contact person: After-Sale Service

Tel: +86-021-37791222-866300

E-mail: service.cps@chint.com

Appendix I

The Production Date of the Product could be read from the serial number on the label of the Product as shown in the drawing below. The definition of the serial number regarding the production date are the same for the EBM and ECD.

In the example drawing below, the “23” underlined means the production year is 2023, “03” means the production week is the 3rd week of this year, and the start date of the warranty period is the last day of this week.

