

WARRANTY AGREEMENT TERMS AND CONDITIONS

This document lays down the Limited Warranty Agreement ("*Warranty*") of the sales of Sunsynk Inverter along with Ion Battery with Accessory Components ("*Inverter*" and "*Battery*" collectively as "*Products*") by *Sunsynk Limited & Global Tech China Ltd* ("*Seller*") regarding your ("*Buyer*") purchase of the aforementioned products for a period of *ten years* from the date of purchase thereby:

The agreement is subject to the conditions described below. Global Tech China is not obliged to notify any Buyer, or future Buyer, after a certain date about any possible amendments or the non-applicability of this limited warranty regarding the supplied products (hereinafter referred to as the 'Products'). This warranty only applies to a sales agreement between Global Tech China and the Buyer in instant case. By making purchase of the products, it would be deemed that buyer also accepted terms of this *Warranty Agreement*.

1. PURPOSE:

The primary purpose of this warranty agreement is to clearly define and lay down the terms and conditions related to the sale and warranty policy of the Products.

2. BATTERY WARRANTY:

The parties agree that if any product is found defective during the warranty period, the product shall be re-paired or replaced. The battery shall have the following warranties:

- a. Battery BMS is guaranteed to Five Years;
- b. Battery Cells have a Ten Years Warranty or 6000 cycles;
- c. In case, after passage of Five years, battery cell is found faulty, the cell would be replaced free of charge excluding labour charges.

3. INVERTER WARRANTY:

The parties agree that the Inverter has cumulative Ten years' warranty period. If during the warranty period, is found defective, the warranty shall be applicable as:

- a. Standard five years' warranty for all parts including labour charges;
- b. Additional five years' warranty on all major components excluding labour charges and LCD component/part installed on it thereby.

4. SPECIAL CONDITIONS OF WARRANTY:

The warranty in respect of products shall only be applicable, if and only when the product:

- is purchased from Sunsynk or an Authorised Reseller in the Territory; and
- the product bears the original Sunsynk serial number; and
- is installed in a battery module in the Territory; and
- is installed, operated and maintained in accordance with the Product Instructions; and
- is being used on a daily cycle basis and only for energy storage system, (Cycle life per year: Must be below 700 times).

Proviso: The warranty shall become inapplicable if the defect in or failure of the Product's performance is attributable to the buyer's misuse, abuse, accident or non-observance of the Product instructions and manuals.

5. GENERAL TERMS AND CONDITIONS OF WARRANTY:

By virtue of this agreement, the products manufactured and supplied by the Global Tech China Limited and Sunsynk Limited are given warranty against material and manufacturing faults during the duration of the warranty period subject to following general terms and conditions:

- a. That the product must be purchased and installed within one of the following Jurisdictions: United Kingdom, The Republic of Ireland, The Isle of Man, The Channel Islands, South Africa, Namibia, Zimbabwe, Botswana Hong Kong and Australia.
- b. That the product must be correctly installed and commissioned in accordance with the installation instructions/manuals of the product and they must meet the requirements of the Benchmark initiatives.
- c. That the warranty period will commence from date of installation of the product, unless the installation is made after six months from the date on which the product was dispatched by us, in such case, the warranty period will commence six months from the date of Manufacture of the product.
- d. That the product would be fit for claiming warranty if Battery and Inverter must be connected as on one system.

6. CONDITIONS FOR CLAIMING WARRANTY

Following are the necessary conditions for the product to be warranty complaint and eligible for warranty claims from the seller and authorized re-seller:

- a. The product is made only for efficient usage in domestic and light commercial purposes, (Light commercial means and includes a semi domestic/commercial environment, including hair salons, small shops, pubs etc.), hence, it must be used accordingly;
- b. For product to be warranty complaint, it must be used, kept and maintained in accordance with the seller/manufacturer's instructions. The products be repaired and serviced as per manuals and from authorized agents. The record of such maintenance and service be maintained and produced at time of claiming warranty.
- c. The product would be warranty complaint as long as it is not moved, re-installed or transferred to any other place from original place of installation without authorization.
- d. During the guarantee period any product or component which is proved to be faulty or defective in manufacture, will be repaired or replaced free of material and labour charges, providing that:
 - i. Seller authorizes or carries out the repair or replacement work by himself;
 - ii. The product is returned to the Hong Kong or UK depot in accordance with terms laid down;
 - iii. The seller will not accept or reimburse the costs to any third party who undertakes to do any work on the product;
 - iv. The guarantee period will not be extended in case of any repair or replacement of any product or part, no new period of warranty of that particular product shall commence, rather any remaining warranty shall continue;
 - v. In case of any replacement of product, the replaced product would be deemed to be Seller's property;
 - vi. Any claim made under the terms and conditions of this warranty must be made within the warranty period;
 - vii. Only parts of products that are permanently installed on Moored House Boats are covered by warranty.

7. HOW TO CLAIM WARRANTY:

Following shall be procedure for claiming warranty:

At time of claiming warranty. The buyer/user shall contact seller and provide:

- Invoice for the procurement of the Product;
- Product serial number and initial installation date;
- Provide the log data recorded by the Products to indicate whether to achieve the minimum capacity;
- Seller may require buyer to complete root analysis testing of the product to provide evidence supporting the claim;

After the claim, final verification of the claim will be made by Sunsynk Limited & Global Tech China Ltd. The seller reserves the right to refuse exchange requests where adequate information is not provided.

- i. For replacement and claiming warranty, the seller can be contacted at **Email: support@sunsynk.com.**
- ii. In case of any dispute with Seller/Sunsynk's verification of the claim, the Product must be evaluated by European Government Certified Testing Laboratory or a Certified 3rd Party Testing Company. In such cases, the buyer shall bear the expenses of any 3rd Party Evaluation Service charges. (If the claim of buyer is proved valid, Sunsynk will be responsible for the bearing all the testing charges).
- iii. In case of Non-availability of any particular product while claiming warranty, Sunsynk may, at its discretion, replace the Product with a refurbished product or different product or parts with equivalent/similar functions and performance.
- iv. It is also made clear that replacement of the battery, components or products may not be brand new but with same quality and specifications as compliant/equivalent with the claimed product specifications.

8. EXCLUSIONS:

Following instances shall render the warranty inapplicable solely:

- v. If any warranty is claimed on the accessories and tool kits provided with the Products sold as these items are excluded from list of products covered in warranty;
- vi. In case of expiry of warranty period specified above or in instance of any act or commission of theft of product or of its any component or part;
- vii. In case of degradation General cell life;

- viii. If the Product is installed/used with any inverters or charger or inverters are used in any such unauthorized manner which have not been certified by Sunsynk to be used;
- ix. If the Product is used including but not limited to improperly, negligently, inappropriately, using the Product outside the recommended ambient temperature conditions as set out in Product Instructions, the warranty shall not be applicable;
- x. If the product is damaged during including but not limited to negligent dropping, trampling, deforming, impacting, or spearing with a sharp item;
- xi. If any work including but not limited to storage, installation, commissioning, modification or repair of the Product is performed by any private person, other than Sunsynk or a Sunsynk's certified installer;
- xii. In case of any abuse, misuse, negligence, accidents or force majeure events, including but not limited to lightning, flood, fire, extreme cold weather, or other events outside the reasonable control of Sunsynk;
- xiii. In case of any illegal and unauthorized attempts to extend or reduce the life of the product without written confirmation by the seller, whether by physical means, programming or others;
- xiv. In case of unauthorized and unwarranted removal, shifting and re-installation of products at another place without written confirmation of seller and following necessary protocols;
- xv. If the product is negligently brought in contact with water, Conductive dust particles, corrosive gases or is connected with the different battery type modules or batteries manufactured from another seller and not approved by the present seller;
- xvi. If the product becomes defective or is damaged due to improper usage, unauthorized access or non-confirmation with the User manuals;
- xvii. The apparent deterioration, superficial defects, dents or marks that impact the performance of the Product that occur due to usage and with passage of time and space;
- xviii. In cases, where the buyer has tampered with or modified without seeking permission by the seller and in consequent thereof; the serial

- number of product becomes undecipherable or buyer refuses to provide the serial number to the seller at time of claiming warranty;
- xix. The product is not suitable for supplying or running any life-sustaining medical devices and any such activity shall not be applicable to claiming of warranty on account of any inefficient usage;
 - xx. In case of Inverter being connected with the battery component that is not compatible with Sunsynk inverters;
 - xxi. The consumables including but not limited to fixings, glues, cables, ductings, replaceable batteries, light bulbs and other consumables does not bear any warranty;
 - xxii. In case of any unauthorized adjustments made to the product by a third party, the warranty shall of the product shall cease to exist;

6. LIMITED WARRANTY:

This is a limited warranty, which excludes, among others: installation, provide access to products and special, incidental, and consequential damage (such as loss of revenue/profits, damage to property) arising out of any defective or faulty nature of the product.

7. CONTACT:

For any queries, the seller can be contacted at: **Email: support@sunsynk.com**