

Product name	Version	Classification level
	A00	Confidential
File number		

Warranty Letter

Sinexcel

Shenzhen Sinexcel Electric Co. Ltd

Shenzhen Sinexcel Electric Co. Ltd (“Sinexcel” or the “Seller”) is proud of the products it manufactures and supports its products with warranties that differ depending on the product, market segment, operating conditions, and other factors.

This warranty letter (“**Warranty Letter**”) explains the limited warranty for the battery system product (“**Product**”) described in the product specifications sheet contained in the Appendix hereto and referred to as follows (“Specifications”):

Product Specification Sheet Title:

Product Specification Sheet Date:

[2017-00-00]

Sinexcel warrants that, during the Warranty Period (see definition below), the Products supplied hereunder shall be free from defects in material and workmanship, and meet the Specifications subject to the terms and conditions below (“**Warranty**”).

1. Sinexcel purchases parts and sub-systems from multiple component suppliers to build up its PCS products. These component suppliers may include but are not limited to IGBT module and/or other electronic component suppliers, enclosure and container suppliers, rack suppliers and fire protection system suppliers. Sinexcel is responsible for managing the warranties involved with these subsystems. Part supplier and sub-system warranties will not be transferred to you (“**the Buyer**”), as the entire system is warranted under this Warranty Letter.
2. Operating Conditions - Specific operating conditions and limitations are described in the Specifications. These operating conditions are requirements by Sinexcel and any operation of the Product outside the conditions listed in the Specifications voids the Warranty. Specific conditions that are important to the operation of the Product include, but are not limited to, storage and operating temperature and humidity, maximum charge and discharge current and voltages, and state of charge operation. Seller may modify the specifications of goods designed by Seller, provided that the modifications do not adversely affect the performance of the goods.

It is the responsibility of the Buyer to maintain records and operational data that must be presented to Sinexcel upon a Warranty claim demonstrating that the Product has been operated within its specified operating conditions.

It is the responsibility of the Buyer to control any component or design provided by a third party other than Sinexcel, provided that such third party is not determined or recommended in writing by Sinexcel

3. Warranty Period –Sinexcel Electronics warrants to the customer that the Sinexcel Power Conditioning System will be free from defects in material. Sinexcel warrants the PCS Product, if operated within the operating conditions listed in the Specification, for a period of [2] years

from the date of the Factory Acceptance Test (or shipment date) of the Product. **Extension of warranty period could be purchased by the customer at pre-agreed price before shipping.**

Within the Warranty Period, if the Products are determined by Seller to not be in conformity with the Specifications in any material respect due to the fault of Seller, all necessary rework or replacement and any retesting shall be at Seller's expense.

After [2] years the warranty expires, no matter how many cycles the battery has been used through the PCS, or how much energy has been cycled through the PCS.

4. Filing Procedures – If a Warranty claim need to be filed, please contact the following person immediately:

Sinexcel Warranty Service Technician

Email Address: kf@sinexcel.cn

Phone Number: +86-755-86511588

If a response is not given within [12] hours of contact, please contact your sales account manager who will direct you to the proper warranty specialist.

5. Right To Cure – If the Product falls below its performance Specifications or otherwise fails to meet the requirements listed in the Specifications, then Sinexcel has the right to remedy the problem by either repairing the Product or replacing the Product. Repair or replacement of any Product under warranty shall not serve to extend the original warranty period.
6. This warranty is in lieu of all other warranties expressed or implied, including but not limited to, the implied warranties of merchantability and fitness of a particular purpose and for all other obligations or liability on Seller's part. Seller neither assumes nor authorizes any other person to assume for sell any other liability in connection with the sale of said products.

Moreover, in no event shall Sinexcel or its third party suppliers be liable for indirect, incidental, consequential or special damages, whether based on contract, tort, or any other legal theory and whether advised of the possibility of such damages.

7. Inspections, Acceptance, Rejection – The Buyer is encouraged to inspect the Product prior to shipment. Inspections shall be made within 10 days of written notice that the product will be ready for inspection. During the inspection, the Buyer will take all precautions so as to not interfere with Seller's employees or work operations during the visit. All info gained during inspections is deemed "**confidential**" and can only be used for enforcement of the terms of this Agreement. If the Product is not inspected prior to shipment, the Product must be inspected within 15 days of signature of delivery receipt and either accepted, rejected, or conditionally accepted. If the Product is conditionally accepted, specific actions that must be taken to reach acceptance shall be documented and provided to Sinexcel. **The warranty does not cover the damage during shipment**, which may be covered by extra paid warranty after written approval by Sinexcel.
8. Tampering – If the Product, purchased by the Buyer, is in any way tampered with, the Warranty

is void. The Product modules may not be opened; the firmware may not be reprogrammed, etc. The Warranty is also void as to Products and/or any products manufactured or integrated by Buyer which contain the Products which are determined by Seller to have been subjected to abuse, mishandle, misuse, negligence, accident or faulty repair of the Products by Buyer or any third party (other than Seller or an Seller representative or contractor) after receipt of the Products by the Buyer.

9. Acts of God – The Warranty does not apply in the event of any inevitable or unpredictable event beyond the control of Seller causes any failure in the use, operation or meeting the Specifications of the Products so delivered to Buyer.
10. After the Warranty Period, Seller may choose to repair and replace any malfunction Products for reasonable prices which shall be mutually agreed by the Buyer and Seller in writing.
11. Seller may provide technical, applications or design advise, quality or characterization and reliability data, or service in connection with buyer's order providing these items shall not expand or otherwise affect sellers warranty of warranty liability set forth above and no obligation or liability shall arise from sellers provision of such items.
12. Limitation of Damages: In no event, shall Seller be liable to Buyer or any third party for lost profits, or loss of use, or for incidental, consequential or special damages, arising out of or related to the purchase, installation, use or performance of Seller's product(s) or any default of Seller under Seller's terms and conditions of sale.
13. For software of the Products, Sinexcel's limited warranty applies only to a failure to execute programming instructions. Sinexcel does not warrant that the operation of any Product will be uninterrupted or error free.
14. Sinexcel's limited warranty covers only those defects that arise as a result of normal use of the Product and does not cover any other problems, including those that arise as a result of: (1) Sinexcel's compliance with the customer's designs, specifications, requirements or instructions; or (2) repair, modification, alternation or disassemble not by Sinexcel; or (3) combination to other stuff not manufactured by Sinexcel; or (4) normal or usual deterioration; or (5) user's or customer's abuse; or (6) the usage beyond the Product's general or intended use; or (7) out-of-specification usage; or (8) improper operation; or (9) improper working condition or storage environment; or (10) force majeure; or (11) any factor not attributable to Seller.
15. Sinexcel products may contain remanufactured parts, components, or materials equivalent to new in performance. Any replacement product may be either new or like-new, provided that it has functionality at least equal to that of the product being replaced.
16. Sinexcel's Limited Warranty Statement is valid in any country where the covered Sinexcel product is distributed by Sinexcel. Contracts for additional warranty services, such as on-site

service, may be available from any authorized Sinexcel service facility in countries where the product is distributed by Sinexcel or by an authorized importer.

- 17. To the extent allowed by local law, the remedies provided in this Limited Warranty Statement are the customer's sole and exclusive remedies.

- 18. This warranty is provided in addition to other rights and remedies held by a consumer at law. Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonable 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.

Acknowledged by Buyer

By: _____

Printed Name: _____

Title: _____