

WARRANTY CONDITIONS -V2.2

For C&I ESS products (Europe)

Applicability and General Provisions

These general terms and conditions (hereinafter "General Terms and Conditions") shall apply to the purchase of an KSTAR Warranty for devices of the product types in the home use and commercial sector (hereinafter "devices") from KSTAR by the owner of the device or the installer (hereinafter "Customer"):

- PCS: KAC50DP
- Battery cabinet: BC100DE

Scope of Warranty

This Limited Product Warranty only applies to Customers who have purchased the Covered Products directly from KSTAR, or from an authorized seller of KSTAR Inverters in Europe. Warranty coverage is contingent upon the alignment of the country of sale, the country of installation, and the country of after-sales service.

This Warranty only applies to newly purchased Products which have not been installed for any purposes before.

This Warranty is non-transferable except: where the Products are installed in a building, this Warranty will then transfer to any subsequent purchaser of that building or of the Products so long as the Products remain installed.

This Warranty only applies where the Products have been installed by a properly certified and licensed installer by KSTAR.

Warranty Period

Product Warranty

5 years of product warranty: We warrant that we will repair or replace (at our option) a Product or any part thereof, if such Product is faulty or defective in manufacture or materials for a period of 5 years from the date of purchase.

2 years limited warranty for accessory products including Meter, air-conditioning unit, Fire suppression system.

Starting from the earlier one of following two dates:

- (1) The date on which the product was first installed.
- (2) 6 months from the date of delivery of the applicable Product from vendor' s factory.

Battery cabinet Warranty

10 year battery performance: KSTAR warrants that the battery system retains either seventy percent (70%) of Usable Energy for ten (10) years, or for a Minimum through Output Energy which is 3.5 MWh/KWH with seventy (70%) usable energy within ten years, whichever comes first.

The Battery system should have complied with the operating conditions under the specification and the installation manual supplied by Kstar.

Starting from the earlier one of following two dates:

- (1) The date on which the product was first installed.
- (2) 6 months after the delivery date.

Standard capacity test condition:

- Storage environment temperature: $-20^{\circ}\text{C} \sim 50^{\circ}\text{C}$; recommended long-term storage temperature: $20^{\circ}\text{C} \sim 30^{\circ}\text{C}$; storage environment relative humidity: 0~95%, non-condensing.
- Charging and discharge the battery at 0.5C CC/CV
- Measurement of current and voltage at battery DC terminals.

Warranty Extension Options

On top of the 5 years limited warranty which comes with the inverter product by default, KSTAR offers warranty extension options for all inverters which were purchased through authorized distribution channels. For the warranty extension price list, please contact KSTAR via sales@kstar.com.

Replace or Repair

We warrant that we will repair or replace (at our option) a Product or any part thereof, if such Product is faulty or defective in manufacture or materials.

We will endeavor to replace Products with identical products. However, due to technological advancements, that Product may not be available. In these cases, we will supply another type of product of at least the same value and standard, although the replacement product may be a different size, shape, color and/or capacity. Due to technical advances it is possible that replacement parts or components may not be compatible with the other components already installed. We will provide

replacement parts or components for the system to work properly, and any other costs incurred in the process related to system incompatibility are not covered by this warrant.

If the products are replaced within the warranty period, the remaining warranty period will be automatically transferred to the replacement products. In this event, you will not receive a new certificate.

If the products are replaced within the warranty period, the remaining warranty period will be automatically transferred to the replacement products. In this event, you will not receive a new certificate.

If the remaining warranty period is less than 6 months after the replacement, it will be extended to 6 months.

For every single device exchange case, the claimant must gather the necessary information and send the RMA report (by following KSTAR's RMA template) to KSTAR to confirm the RMA request, prior to the inverter being exchanged. The equipment that needs repair or replacement should be sent to the location specified by KSTAR

The RMA report should be sent to KSTAR within one month from the solution is determined, otherwise KSTAR will treat it as you have abandoned the right to make a warranty claim.

In respect of valid claims under this Warranty, the end-user will not be charged for reasonable costs associated with the making of a warranty claim, including warranty processing costs, the cost of replacement parts and freight. Reimbursement for necessary and reasonably incurred costs or expenses in making valid warranty claims under this Warranty may be claimed from KSTAR. Documentary evidence in support of such claim will be required.

This Warranty does not cover:

- Any costs incurred by the end-user or the installer in normal or scheduled maintenance of the products;
- Any other costs such as transportation (other than delivery costs of parts or products replaced under this Warranty to the original purchaser), travelling and accommodation cost of persons for on-site support etc.;
- Subject to any law to the contrary, any damage to property, personal injury, direct or indirect loss, any consequential losses or other expenses arising from breach of this Warranty.
- Any costs in making the warranty claim, which is invalid under this

Warranty.

Preconditions for Warranty

This Warranty is subject to the following conditions:

- The products must have been installed and correctly commissioned by an installer who is properly trained and certified by KSTAR or the original purchaser of the products. Proof may be required of correct commissioning of the Products (such as certificate of compliance). Claims for failures due to incorrect installation or commissioning are not covered under this Warranty.
- Any battery system failure, fault or warning which leads to system not working or working abnormally, must be reported by following the terms described in "How to Make a Warranty Claim" within 10 days of appearance. The battery module damage caused by the negligence of battery that cannot be charged for a long time will not be covered by the warranty.
- The Products must have its original serial number and rating contactable and readable.
- Batteries should be stored indoor with a dry and clean environment and should meet the conditions defined below for Short Period and Long Period. Avoid contact with corrosive substances and stay away from fire and heat source.
- Batteries that will not be used for a Long Period should be fully charged and discharged at least once per 6 months.
- End User shall provide the proof of the original purchase of the battery system.
- For long term storage, SOC \geq 50% should be ensured to prevent damage to the cell.
- This Warranty does not extend to any Products that have been completely or partially disassembled or modified, except where such disassembly is carried out by KSTAR.
- The operating temperature during the operation of the Products must not exceed $-25^{\circ}\text{C}\sim 50^{\circ}\text{C}$ temperature range and the Products shall not be exposed and stored in a temperature higher than 50°C , and shall not be exposed in an installed area to direct sunlight. The Products installation location must be ventilated in accordance with the requirements of User Manual and Installation Guidance
- The installation of the Battery system for the End User shall be completed within maximum 6 months from the production date. If the equipment is not to be installed or used immediately, please ensure that the storage environment meets the following requirements:

- 1) Put the equipment back to the packing box if it is not to be installed after unpacking. Pack the equipment using a packing box and put some desiccant in the box before sealing.
 - 2) Storage environment temperature: $-25^{\circ}\text{C}\sim 50^{\circ}\text{C}$;
 - 3) Recommended long-term storage temperature: $25^{\circ}\text{C}\sim 30^{\circ}\text{C}$;
 - 4) Storage environment relative humidity: $0\sim 95\%$, non-condensing.
 - 5) Place the equipment in a cool place where away from direct sunlight.
 - 6) Keep the equipment away from inflammable, explosive, and corrosive matters.
 - 7) Keep the equipment away from the rain.
- The battery system shall be installed with KSTAR brand inverter. If you want to use any other brand inverter, please check with KSTAR to make sure it's compatible in advance.
 - Any warranty claim under this Warranty must meet the requirements set out below in the "How to Make a Warranty Claim" section.
 - Following the receipt of the replacement Products, the owner of the Products must return the allegedly faulty unit in the same packaging material as the replacement Products. KSTAR will supply all labels, documentation and freight details for the return of the allegedly faulty unit. All allegedly faulty units must be returned within 10 (ten) working days of the receipt of the replacement Products.
 - A qualified installer must be available for the exchange of the Products and re-commissioning.
 - As an original purchaser, he shall be responsible to work in good faith directly with KSTAR in order to limit, where reasonable and practical, the return of non-faulty Products. KSTAR will support to rectify the fault or fault message through telephone support or with direct PC links. Note: In order to qualify for further compensation and a replacement unit, the original purchaser must first contact KSTAR and fulfill the responsibilities under the "How to Make a Warranty Claim" section

Exclusions

This Warranty will not apply to a defect or fault to the extent to which one or more of these conditions arises:

- Warranty period specified above has already expired;
- Due to wrong deliveries, incorrect or damaged packing;
- Due to storage, handling, installation (or removal and/or re-installation) or commissioning of the products otherwise than in accordance with instructions provided by KSTAR, applicable safety regulations or without

reasonable care including installation of the Products which are of an inappropriate size or type for the intended purpose;

- Due to operation, use or maintenance of the products otherwise than in accordance with instructions provided by KSTAR or without reasonable care (including failure to maintain/ clean the products in accordance with recommendations in instruction/ operation manuals);
- Due to accidental damage, theft or vandalism, or use of the products for a purpose or in environmental conditions for which the Products were not designed for or sold, or use of the products outside the specified or normal operating ranges for such products;
- As a result of changes which occur in the condition or operational performance of the products due to climate or other environmental influence, foreign material contamination (e.g. dirt, smoke, salt, chemicals and other impurities), water entry, exposure to excessive heat or solvents or because of use of the products with insufficient ventilation (in particular the maximum temperatures according to the operating manual), exposure to strong vibrations, exposure to a strong magnetic field or damage as result of force majeure event;
- Any rust that appears on the device' s enclosure caused by harsh environmental conditions. Faults or damage caused by exposure to sea coasts/saltwater or other aggressive atmospheres or environmental conditions without KSTAR's written confirmation/approval prior to the installation.
- From normal wear and tear or when replacement or repair of parts would be part of normal maintenance or service of the Products or where the damage is only to surface coating, varnish or enamel;
- As a result of repairs, alterations or modifications to the Products which have been performed by a third party not authorized by KSTAR;
- From the use of any spare parts not manufactured, sold or approved by KSTAR in connection with the repair or replacement of the products; or as a result of the interconnection of the products with products of another manufacturer; or as a result of any other defective or malfunctioning parts in the system into which the products has been installed;
- Where the nameplate or serial number of the products is modified, altered or not readable;
- Other damages not affecting energy generation and which are of a visual nature (e.g. surface scratching);
- Continued use of the products after they are known, or would have been known with regular servicing, to be defective;
- Any incidental or consequential damages, loss of profits, loss of data or any

other indirect damages;

- Any costs or expenses incurred by the Customer for the procurement of substitute equipment or services;
- Any attempt to extend or reduce the life of the Products without written confirmation from KSTAR, whether by physical means, programming or others;
- External influences including unusual physical or electrical stress (power failure surges, inrush current, lightning, flood, fire, accidental breakage, etc.);
- Product damage caused by external force, force majeure (causes of natural disasters such as unforeseeable, unavoidable and insurmountable objective events, including but not limited to war, civil war, strike, riot or other activities intervened by government, terrorism, war, riots, strikes, unavailability of suitable and sufficient labour or materials and other events which are out of control of KSTAR) or other third party;
- Defects of products arise due to renewal of the national or regional laws or regulations;
- Product failure is not reported to KSTAR or Authorized Service Partner within ten working days of appearance;
- Use of an incompatible inverter, rectifier or PCS;
- Covered Products are not intended for use as a primary or backup power source for life- support systems, other medical equipment, or any other use where product failure could lead to injury, loss of life, or catastrophic property damage. KSTAR disclaims any and all liability arising out of any such use of your Covered Products. Further, KSTAR reserves the right to refuse to provide support in connection with any such use and disclaims any and all liability arising out of KSTAR's provision of, or refusal to provide, support for your Covered Product in such circumstances;
- Faults caused by the following reasons are not covered by KSTAR's service scope:
 - 1) The storage or handling of improper materials may cause product drop or collision damage. For example, the storage of improper materials may expose the battery to an environment below -25 degree Celsius or above 50 degree Celsius.
 - 2) Battery packs are damp or wet due to outdoor storage.
 - 3) Storage, installation, charging, operation, and control of the energy storage system not in accordance with the user manual. Failures caused by failure to comply with the operating environment or external power parameters required by the written system specifications.
 - 4) After the system is installed or shut down during operation, no auxiliary

- power is supplied , causing condensation and moisture inside the cabinet.
- 5) If the system does not run for a long time or has been shut down, causing serious battery attenuation.
 - 6) The products are modified without KSTAR's written approval.
 - 7) Failure to feed back product problems within the warranty period.
 - 8) Performance unqualified/unqualified items due to laws and regulations update.
 - 9) Defects that are not currently recognized by technology at the time the product is sold.
 - 10) Do not provide authorization to operate data via network access and refuse to install firmware updates.
 - 11) If the system fails to be upgraded due to the customer's reasons, KSTAR will not bear the warranty, and the customer will bear all the consequences.
 - 12) Physical access to the system is not granted on site.
 - 13) System damages caused by improper operations of a third party or customer, including those in transportation, installation, and improper adjustment, alteration, and removal of identification marks. If the ESS is used as a backup power device for medical treatment, it may cause personal injury, loss of life, or catastrophic property loss. KSTAR shall not be liable for any loss.
 - 14) This is directly caused by customer infrastructure problems.

Exclusions for Failure to Connect to the Internet

- All systems are required to be equipped with internet connectivity for the purpose of monitoring. Those systems that are not connected to the internet the warranty is then reduced to 2 years. Failure to connect to the internet may impact warranty validity or potentially result in its nullification.
- KSTAR shall not be responsible and the warranty shall not cover any failure to provide product or system updates which had been planned to occur remotely by way of internet connection during such period of outage;
- KSTAR shall not be responsible and the warranty shall not cover any resultant failure to remotely monitor/pick up on system or product defects or irregularities;
- Any defects found and reported during or in respect of a period when there was an internet outage should be accompanied by sufficient evidence (including photographs where relevant) to enable sufficient investigation into the defect and, where possible, show that such issue was not caused by the internet outage itself.

- Each time a warranty claim is made against the Products that have no internet connection, the owner of the Products is obliged to organize a qualified person to conduct an on-site inspection and data collection under the instruction of KSTAR.

Wrong Deliveries and Transit Damage

Wrong deliveries, incorrect or damaged packing and transit damage claims are not warranty claims. Such cases should be referred to Customer Service on www.KSTAR.com.

How to Make a Warranty Claim

If a Product fails within the Warranty period, the end-user must stop using the Product or the system in which the Product is installed as the case may be by isolating the Product from any energy source, make a claim as soon as possible and follow all instructions provided by us, or our representative or agents.

KSTAR reserve the right to reject the warranty claims without the necessary information. In this case, it's the customer to responsible for the loss or any other consequence.

To make a Warranty claim under this voluntary warranty, the end-user must contact us by the official website: <https://www.kstar.com/ContactKstar.jhtml> or by email at service_solarinverter@kstar.com.

When contacting us by the official website, Please fill in the details of the relevant equipment, including product model, serial number, failure phenomenon, etc.;

When contacting us by email, please have the following information to hand:

- Your name, address, postcode and a telephone number where you can be contacted
- The model designation and serial number of the Product (you can find both on the Product)
- Proof of purchase with date and address of the vendor
- Installation date and installation address
- Signed commissioning report or protocol
- Contact details of the installer

- A complete and detailed list of observed faults and other information which could help with the analysis of the fault (e.g. any modifications)

Costs of Submitting a Warranty Claim

For invalid claims under this Warranty, we will not be liable for the end-user's costs in making the warranty claim, including transport or return freight.

In respect of valid claims under this Warranty, the end-user will not be charged for reasonable costs associated with the making of a warranty claim, including warranty processing costs, the cost of replacement parts or freight. Reimbursement for necessary and reasonably incurred costs or expenses in making valid warranty claims under this Warranty may be claimed from us. Documentary evidence in support of such claim will be required.

Deadlines for Submitting Warranty Claims

We aim to rectify genuine quality problems as a priority. This is generally achieved by investigating why defective products have failed and by introducing immediate corrective action measures to prevent re-occurring of the warranty failures. It is therefore critical that all claims under this Warranty are promptly submitted to us as soon as the Product fails, and in any event, within one month of knowledge of the matter of event giving rise to the claim. No consideration will be given to claims under this Warranty which are made after this period.

Product Liability and Product Safety

We should be informed immediately about any potential product safety concerns within and outside the warranty period. We are well aware of our product liability and product safety obligations and responsibilities. It is our aim to ensure appropriate product safety standards are met in order to avoid injury, loss and damage caused by defects in any Product.

Miscellaneous

This Warranty shall form part of the purchase contract in respect of the Product between us and the end-user and shall be complied with by both parties.

Contact Details

Headquarter:

Shenzhen Kstar New Energy Co., Ltd

Address: 4/F, No.1 BLDG. Software Park, Keji C. Rd. 2nd, Hi-Tech industrial Zone, Shenzhen 518057, P.r. China

Tel: +86-755-21389008-8883/8204

E-mail: service_solarinverter@kstar.com

Europe:

Kstar Science and Technology Netherlands B.V. (KSTAR B.V.)

Address: Dijkleger 16, 4131MA, Vianen, The Netherlands

Tel: +31(0)628856884

E-mail: service_solarinverter@kstar.com