

Huawei Technologies Switzerland AG ("Huawei") 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	Warranty Period
SUN2000 Series Inverters: 33KTL-A/36KTL/60KTL-M0/100KTL-M1/100/105/185KTL-H1 ("Inverter")	Sixty (60) months starting one hundred eighty (180) days after shipment.
SUN2000 Series Inverters: 12/15/17/20KTL-M0("Inverter")	One hundred twenty (120) months starting one hundred eighty (180) days after shipment.
Communications & Monitoring: SmartACU2000B, Smart Logger1000A/2000/3000A/B, SmartPID2000, SmartDongle	Twenty four (24) months starting one hundred eighty (180) days after shipment.
Smart Energy Center: SUN2000-3/4/5/6/8/10KTL-M0("Inverter")	One hundred twenty (120) months starting one hundred eighty (180) days after shipment.
Smart Energy Center: SUN2000L-2/3/3.68/4/4.6/5KTL ("Inverter")	One hundred twenty (120) months starting one hundred eighty (180) days after shipment.
Smart PV Safety Box: SmartPSB2000L	One hundred twenty (120) months starting one hundred eighty (180) days after shipment.
Smart PV Optimizer: SUN2000P-375W	Twenty five (25) years starting one hundred eighty (180) days after shipment.
Smart Power Sensor: DDSU666-H / DTSU666-H	Twenty four (24) months starting one hundred eighty (180) days after shipment.

Note:

The SUN2000 series inverter which was sold before, the warranty condition would be kept remaining valid according to the contract signed.

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, Huawei 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 Huawei 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.

Where the Replacement Product is an Inverter or safety box, it shall be covered by this Limited Product Warranty for the remaining Warranty Period or three hundred sixty (360) days from the date of replacement, whichever is longer. Where the Replacement Product is an optimizer or SmartLogger1000A/2000/3000A/B or SmartACU2000 or SmartPID2000 or SmartDongle, it shall be covered by this Limited Product Warranty for the remaining Warranty Period or ninety (90) days from the date of replacement, whichever is longer. Following a replacement, the Replacement Product will become the property of the Customer and the defective Covered Product shall become the property of Huawei.

Standard Warranty Extension Procedure

The Warranty Period for Inverters can be extended up to a period of ten (10), fifteen (15) or twenty (20) years, at an additional cost to the Customer ("Extended Warranty"). An Extended Warranty can only be purchased during the

warranty valid period.

Any Extended Warranty shall be in accordance with and subject to the same terms and conditions as the standard Warranty Period.

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 Huawei by contacting the Huawei 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, alarm ID, reason ID and data exported from the Inverter;
- ii) product serial number; and
- iii) 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: 00 80 03 38 88 888
Email: eu_inverter_support@huawei.com
- **Online Technical Support:** <http://solar.huawei.com/eu/>
Customer can find user manual and other information on the website.

Product Replacement

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

Where Huawei opts to provide a Replacement Product, Huawei will deliver the Replacement Product to the Customer's nominated site within Switzerland and Liechtenstein, normally within two (2) to five (5) "Working Days" (being Monday to Friday but excluding public and bank holidays) after the warranty claim has been logged, investigated and confirmed. Within fifteen (15) Working Days of the Customer receiving the Replacement Product, the Customer shall return the defective Covered Product to Huawei 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).

Huawei 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 Huawei 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.

Payment of the Installer Call-out Fee and Fault Inverter Transportation Costs

Following the replacement and receipt by Huawei of a defective Covered Product (only apply to inverters and SmartLogger1000A/2000/3000A/B, SmartACU2000B, SafetyBox, Optimizer), Huawei will pay the certified installer a fee of F110 (CHF including VAT) per Covered Product within the Warranty Period ("Installer Call-out Fee") along with reasonable transportation fees, provided that such transportation fees have been mutually agreed prior to the return by the Customer of the defective Covered Product. Huawei will pay F25 (CHF including VAT) each for the second or more optimizer failure replacement. The payment of the Installer Call-out Fee and any agreed transportation fee will be processed by Huawei, or by a service company on behalf of Huawei, within sixty (60) days after receipt by Huawei of the defective Covered Product.

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).

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

The Limited Warranty only applies to the buyer who has purchased the Products from an authorized seller of Huawei for use in accordance with their intended purpose. The Limited Warranty may be transferred from buyer to any assignee within in Switzerland, and will remain in effect for the time period remaining under the foregoing warranties, provided that the reinstallation is done in accordance with the user manual or quick guide provided by Huawei.

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 Huawei;
- (ii) failure by the Customer to install and operate the Covered Product in accordance with the Huawei product specifications
- (iii) the Covered Product being used other than its normal and customary manner;
- (iv) unauthorized disassembly, repair, alteration or modifications
- (v) misuse, abuse, intentional damage, negligence or accidental damage;
- (vi) 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 Huawei's requirements;
- (vii) damage due to use of incorrect voltage
- (viii) directly caused by problems in system infrastructure;
- (ix) improper storage, shipping, handling or usage of the Covered Products; and
- (x) 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 Huawei) 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.

Limitation of Liability

This Limited Product Warranty shall be in lieu of all other warranties, unless otherwise agreed on a given contract signed between Huawei and the Customer, 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.

Huawei 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 Huawei's liability for:

- (i) death or personal injury;
- (ii) fraud or fraudulent misrepresentation; or
- (iii) any other liability that cannot be limited or excluded as a matter of law.

General

- (i) No one other than an authorized representative of Huawei 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) This warranty is governed by and construed under the laws of Switzerland, excluding its rules on conflict of laws and excluding international treaties (in particular the Vienna Convention for International Sale of Goods dated 11 April 1980; CISG). The exclusive place of jurisdiction for both Parties shall be Zurich, Switzerland.