

Limited Warranty for

# **Smart Photovoltaic Power Optimizer Solutions**

File Version: SP-QM-002-2023

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# SolarPilot Smart PV Power Optimizer Solutions Limited Product Warranty

## 1 Applicable Products and Warranty Period

This SolarPilot Energy GmbH Limited Warranty covers defects in workmanship and materials of the below-listed products for the applicable Warranty Period set out as below (the 'Products') :

Products	Warranty Period	Warranty Commencement Date
PV Optimizer SP4-1600W-AL	25 years	commencing on the earlier of: ① 180 days from the date the products are shipped from SolarPilot; ② The installation of the products.
Wi-SUN Gateway SP4-WiSUN-GW-N/G	3 years	

Note:

- The Limited Warranty only applies to the customers who has purchased the Products from SolarPilot for use within the continent where SolarPilot originally sold the Products and in accordance with their intended purpose.
- SolarPilot takes warranty for optimizer-related products as above excluding other components that not purchased from SolarPilot.
- For new products that are not listed here, refer to the latest documents released by SolarPilot on official website.

## 2 Warranty Services and Conditions

If, during the applicable Warranty Period, the customer discovers any defect in workmanship and materials and seeks to activate the Limited Warranty, then buyer shall, promptly after such discovery, report the defect to SolarPilot or its local authorized seller by phone call or email, whichever that's convenient for both with the following information:

- A short description of the defect (including location);
- The Product's model number and serial number;
- A scanned copy of the purchase receipt or warranty certificate of the applicable Product;
- Supporting materials, including photos or data;
- Other supplementary supporting materials required by SolarPilot if there were;
- Return the defective products upon request by SolarPilot (only if needed) .

Upon Customer's notification, SolarPilot or its local authorized seller shall determine whether the reported defect is eligible for coverage under the Limited Warranty. The Product's serial number must be legible and properly attached to the Product in order to be eligible for Warranty coverage.

If SolarPilot determines that the reported defect is not eligible for coverage under the Limited Warranty, SolarPilot will notify customer accordingly and will explain the reason why such coverage is not available. If SolarPilot determines that the reported defect is eligible for coverage under the Limited Warranty, SolarPilot will notify buyer accordingly, and SolarPilot may, in its sole discretion, take any of the following actions:

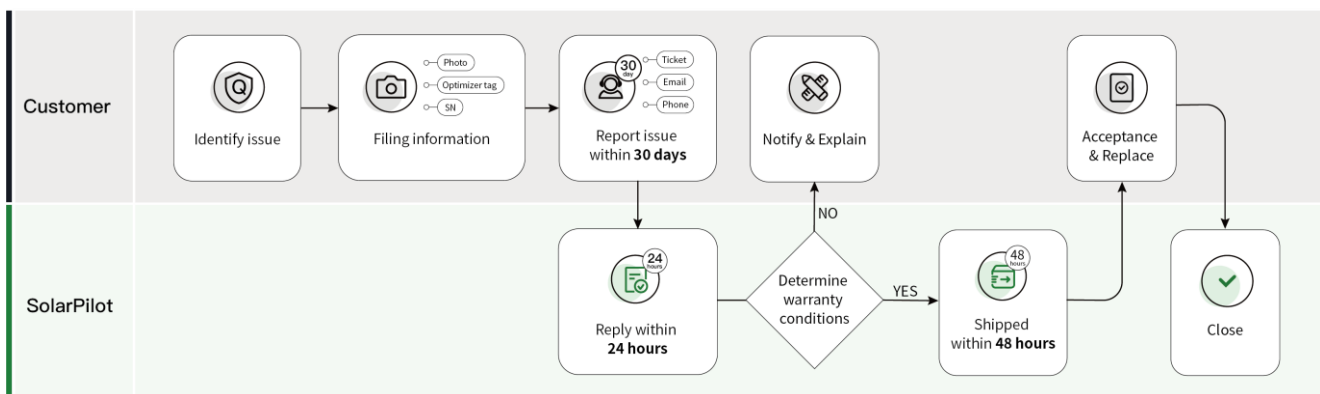
- Maintenance: repair the Product at SolarPilot's facilities or on-site;

- Replacement: provide customer with free replacement units for the Product;
- Refund: repay the remaining value of defective products through refund.

After repairing or replacing the optimizer product, the original quality assurance period will still apply, that is, the quality assurance period will not be recalculated or extended due to repair or replacement behavior. In the case that the defective optimizer product is no longer produced, cannot be supplied, or has been delisted, SolarPilot has the right to provide similar optimizer products as replacement defective optimizer products, but the performance of the new optimizer product should not be lower than the original performance of the defective optimizer product.

For defective or scrapped optimizers, the buyer shall dispose of the products at their own expense in accordance with the applicable electronic waste disposal regulations in the project location, except with the consent of SolarPilot or in accordance with the law. If SolarPilot decides or is required by law to retrieve these defective products, the ownership of the relevant products belongs to SolarPilot. Unless SolarPilot agrees in writing in advance, SolarPilot will not accept any returned defective products. If the customer returns the products to SolarPilot without SolarPilot's prior written consent, the risks (including but not limited to damage or loss of goods) and costs related to the products will be borne by the customer, and SolarPilot has the right to refuse to handle related claims without any responsibility.

### SolarPilot after-sales service workflow:



## 3 Disclaimer

“Limited Warranty” does not apply to products that:

- The customer or end user has not paid the payment (whether in whole or in part) to SolarPilot or its affiliated companies that sell component products to the market.
- The customer or end user failed to provide proof of purchase or product information.
- Customers or end users who fail to comply with the relevant provisions of SolarPilot's product installation manual, product technical specifications, and maintenance manual, and cause product damage or abnormal function due to improper installation, use, and maintenance.
- The product model, nameplate, or component serial number has been changed, erased, or cannot be identified (except due to any act or negligence of SolarPilot).
- The product is installed on mobile equipment (excluding photovoltaic tracking systems with the affirmative consent of the seller) such as vehicles, ships, etc., or offshore facilities (excluding water flotation systems and fishlight complementary pipe pile project systems with the prior written consent of SolarPilot).
- If the customer or end user misuses, abuses, neglects, intentionally destroys, or accidentally causes product damage or abnormal functionality.
- If a customer or end user's power failure, power surge, lightning, flood, fire, accidental damage, or other events beyond the control of SolarPilot cause product damage or abnormal function.
- Customers or end users pressurize beyond the maximum system voltage or surge.

- Customers or end users apply under extreme heat (referring to temperatures exceeding the operating environment temperature of the optimizer) or extreme environmental conditions, or the application environment changes rapidly, causing the product to be corroded, oxidized, or affected by chemical products, resulting in product damage or abnormal function.
- Service technicians who are considered unqualified according to relevant laws and regulations of the installation site provide services to the product.
- Using products in a way that infringes on SolarPilot or any third-party intellectual property rights (such as patents and trademarks), parallel imports (referring to importing products from the country where SolarPilot originally agreed to enter the market to the country where SolarPilot is located or the licensee is located without SolarPilot's consent), and other behaviors are considered to infringe SolarPilot's intellectual property rights. This provision does not apply to sales within the European Union: sales from one member state to another do not require SolarPilot's consent, but sales from outside the European Union to European Union member states require SolarPilot's consent.

## 4 Limitation of Liability

Unless SolarPilot affirmatively consents, signs and acknowledges other obligations and liabilities in writing, the terms of this limited quality assurance will expressly replace and exclude all other express or implied warranties, including but not limited to warranties of commerciality, fitness for a particular purpose, particular use or application, and other obligations or liabilities assumed by SolarPilot.

To the maximum extent permitted by law, the customer understands and agrees that SolarPilot shall not be liable for personal injury or property damage, and shall not be liable for other losses or injuries caused by the optimizer or related reasons (including but not limited to any defects in the optimizer, any defects arising from its use and installation).

SolarPilot is not liable for any incidental, derivative, or special damages caused by any reason. Indirect losses caused by the inability to use the product, including but not limited to loss of profits, production losses, loss of power generation, loss of business opportunities, loss of goodwill, increase in operating costs, or loss of income, are hereby excluded.

If SolarPilot is liable for compensation to the customer, the cumulative total compensation shall not exceed the invoice price corresponding to the defect optimizer paid and received by the customer.

## 5 Transferability

Customer may transfer the rights under this "Limited Warranty" letter to the subsequent new owner after notifying SolarPilot in writing, provided that:

- The optimizer product remains intact and unchanged at the initial installation location.
- The sales contract of the optimizer product has no remaining debts or other payable items (such as liquidated damages).
- The transfer should be a whole transfer, not a partial transfer.
- The assignee agrees to be bound by all the terms of this "Limited Warranty".

If requested by SolarPilot, the customer should provide reasonable evidence to prove the corresponding ownership inheritance or transfer within 15 working days from the date of receipt of the supplier's notice. Otherwise, SolarPilot has the right to refuse to handle the relevant claims without assuming any responsibility. In addition to the above, this "Limited Warranty" cannot be transferred. Any transfer that does not comply with the provisions of this article is not binding on the supplier. SolarPilot has the right to refuse to handle the relevant claims without assuming any responsibility.

## 6 Clause independence

If any provision or clause of this "Limited Warranty" is found to be invalid, useless, or unenforceable, it shall not affect the effectiveness of any other provision or clause of this "Limited Warranty" and shall be deemed to be separated from any other provision or clause of this Limited Guarantee.

## 7 Disputes

If there is a dispute in the handling of quality assurance requirements, it is necessary to entrust an internationally first-class testing institution with testing qualifications to conduct final appraisal, such as TÜV, SÜD, CPVT, CQC, CGC, etc., with the consent of both parties. All costs will be paid by the requesting party in advance, and ultimately borne by the party whose ruling result is unfavorable to it.

## 8 Scope of application and interpretation

This "Limited Warranty" applies to:

- SP1-600W-AS/AL models produced after June 30, 2023;
- SP4-1600W-AL models produced after June 30, 2023;
- EQ1-600W-P models produced after June 30, 2023;
- SP1-Zigbee-GW-W/G models produced after November 30, 2023;
- SP4-WISUN-GW-N/G models produced after June 30, 2024.

This "Limited Warranty" is valid until any version update is released by SolarPilot.

SolarPilot has the final interpretation of this warranty and has the right to provide professional interpretation of the judgment results of any third-party testing agency.



## **SolarPilot Energy GmbH**

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