

Jiangsu Zeversolar New Energy Co., Ltd.

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Limited 5-year factory warranty for the Eversol, Evershine and Zeverlution products and limited 2-year factory warranty for the Monitoring Product

For the Eversol, Evershine and Zeverlution products in the following product ranges:

Eversol TL1000, Eversol TL1500, Eversol TL2000, Eversol TL3000, Eversol TLC10K, Eversol TLC15K, Eversol TLC17K, Eversol TLC20K, Evershine TL3680, Evershine TL5000, Evershine TLC4000, Evershine TLC5000, Evershine TLC6000, Evershine TLC8000, Evershine TLC10000, Zeverlution 1000S, Zeverlution 1500S, Zeverlution 2000S, Zeverlution 3000S, Zeverlution 3000SE, Zeverlution 3680SE, Zeverlution 3680, Zeverlution 4000, Zeverlution 5000, Zeverlution Pro 33k

and the Monitoring Products with a manufacturing date as of July 15, 2015, Jiangsu Zeversolar New Energy Co., Ltd., which is headquartered in Suzhou (China) (“**Zeversolar**”), grants end purchasers a limited 5-year factory warranty for the Eversol, Evershine and Zeverlution products in the aforementioned product ranges and a limited 2-year factory warranty for the associated Monitoring Product (the relevant “**warranty period**”) in accordance with the provisions below (the “**limited warranty**”). Legal claims on the part of the warrantee with respect to the seller/distributor of the products included under this warranty (hereinafter “**products**”) shall be neither excluded nor limited thereby.

1. Warrantee / Scope of Application

The limited warranty applies to the end purchaser who has the product installed for the first time by a specialist company (the “**warrantee**”). The limited warranty is nontransferable and applies exclusively to products installed and operated in the following countries:

EU, Taiwan, India, Philippines, Malaysia, Mexico, Thailand, Sri Lanka, Pakistan, Chile, Egypt, Bangladesh, China

2. Warranty Conditions

The following conditions apply to both the 5-year and 2-year warranty, with the warranty period in each case beginning on the day of purchase.

a. Rights Arising From the Warranty / Warranty Scope / Disclaimer

In the event of a defect that relates to an aforementioned and professionally installed product and that occurs during the warranty period during the course of routine operation and that was reported in the proper manner, Zeversolar shall, at its discretion,

- repair it at the warrantee’s premises; or

- replace it with an identical product or a product that is equivalent in terms of model and age

unless an exclusion of the limited warranty in accordance with clause 2.c. applies or the warranty service is impossible to render or involves disproportionate outlay.

Disproportion shall be assumed if

- the repair/replacement costs expended for Zeversolar significantly exceed the value of the product; or
- the product cannot be replaced without substantial operational restrictions.

A defect in this context refers exclusively to a situation in which the product does not have the quality expected on the basis of the function and performance description (part of the scope of delivery) provided in the product documentation, whereby minor deviations can be disregarded (hereinafter “**defect**”).

In the event of a warranty claim, repair work, the material required for the repair work and, in the case of a replacement, the replacement product delivered are free of charge for the warrantee.

No other costs associated with repair work or a replacement—including the applicable freight costs for the replacement product and the old product to be returned, travel expenses for the installation engineer, installation/removal costs and own (internal) costs for the warrantee—are recorded nor reimbursed under the terms of this limited warranty. No other claims on the part of the warrantee with respect to Zeversolar arise from this limited warranty. Any further claim—particularly to compensation of direct or indirect damage and to compensation of damage resulting from loss of earnings—is excluded.

Any mandatory statutory liability on the part of the manufacturer with respect to the warrantee—particularly in accordance with the applicable law on product liability—shall remain unaffected.

b. Assertion of Warranty Entitlements / Performance of Warranty Measures

For claims arising from the limited warranty to be asserted, a notice of defect(s) shall be submitted to Zeversolar within the warranty period no later than thirty (30) days following occurrence of the defect(s) via the homepage www.zeversolar.com/service/online-claim, along with proof of a concluded warranty agreement, by sending the following:

- the invoice;
- the warranty card for the limited warranty; and
- proof of proper installation by a specialist company.

If the notice of defect(s) submitted is incomplete, Zeversolar reserves the right to withhold the warranty service until a complete notice of defect(s) is submitted. Following receipt of a proper and fully completed notice of defect(s), Zeversolar shall decide, at its own discretion, what action needs to be taken as part of the warranty service.

By reporting a warranty claim, the warrantee agrees to assume the costs specified under 2. a that are to be borne by the warrantee and that are not included in the limited warranty (e.g., transport costs for the replacement product and the product to be returned). In the event of a warranty claim, the warrantee is informed, upon request, of the level of these additional costs.

For both repairs and replacements, Zegersolar is entitled to use second-hand spare parts and repaired parts/products. If the warranty service rendered by Zegersolar involves replacing a product, the defective product shall be returned to Zegersolar—sufficiently secured and protected for transportation—or prepared for collection by Zegersolar no later than three weeks after the replacement product has been sent. If the defective product is to be collected, this shall be discussed with Zegersolar’s customer service team. Upon receipt of the defective product at Zegersolar, ownership of the returned product is transferred to Zegersolar and ownership of the replacement product is transferred to the warrantee. If the defective product is not returned to or prepared for collection by Zegersolar within the aforementioned period or if the warrantee fails to agree upon a collection date, the warrantee shall be deemed to have entered into a purchase contract for the replacement product and shall be charged the list price for the replacement product. Ownership of the replacement product is transferred to the warrantee upon payment of the invoice amount. Replacement or repair of the product shall not entail an extension of the original product warranty period.

If, during processing of a warranty claim, it is discovered following an inspection that the product is not defective and, as such, the warranty claim is invalid, Zegersolar shall charge the warrantee a flat rate of €_____ for the inspection. When reporting a warranty claim, the warrantee agrees to assume the costs incurred only if no defect(s) is/are found to be present.

c. Exclusion From the Limited Warranty

Any claims arising from this limited warranty are excluded if any of the following circumstances caused or at least contributed to the product defect, whereby the presence of these circumstances constitutes justification for a rebuttable presumption for this causation:

- Transport damage
- Incorrect installation and/or commissioning
- Incorrect or improper use of the product—in particular, if the product is operated with a defective protective device
- Installation not compliant with manufacturer specifications—in particular, if it is insufficiently ventilated
- Faults caused by other system components
- Failure to observe the applicable safety regulations
- Maintenance not performed within the specified maintenance interval
- Normal wear and tear
- Unauthorized repairs or modifications carried out by the warrantee or by third parties not authorized by Zegersolar
- Force majeure (e.g., lightning strike, vandalism, soiling, theft)
- Faults or defects that do not affect functionality

d. Other Conditions

Chinese law shall apply exclusively under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). If the end purchaser is a business, the exclusive place of jurisdiction for all disputes arising from or in connection with these warranty conditions is Suzhou (China). Earlier warranty conditions do not become part of the local warranty contract. Regulations

that differ from this limited warranty shall be made in writing. If any of the aforementioned provisions—for whatever reason—cannot be applied, the effectiveness of the remaining provisions shall not be affected thereby.

e. Warrantor / Contact Details:

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