# WARRANTY TERMS AND CONDITIONS FOR SPI SERIES PV INVERTER

NO.: A\*\*\*-22\*\*\*

**Applicable Products:** SPI series PV inverter for \( \) market.

适用产品: SPI系统光伏逆变器,适用于【】市场。

**Statement:** These warranty terms and conditions are applicable in the original purchaser of the product and is non-transferable.

声明:本保修条款适用于产品的原始购买者,并不可转让。

### 1. WARRANTY PERIOD 保修期

SPI series PV inverter Standard Warranty period is 60 months from the date of Bill of Lading and the Additional Workmanship Warranty period is 60 months from the end of the standard warranty period. Other accessories, such as Wifi sticks, meters are warranted for 24 months from the date of the Bill of Lading.

SPI系统光伏逆变器从产品发货的提单之日起计算,标准保修期为60个月,附加工艺保修期为自标准保修期结束后的60个月。其它配件,如wifi棒,电表等保修期自提单之日起 24个月。

### 2. WARRANTY CLAIM PROCEDURE 保修申报流程

2.1. In case of a defective device during the warranty period, Buyer shall report defective device with a brief fault description and warranty card information to KEHUA after-sales service platform by Official website: <a href="www.kehua.com/WarrantyClaims.html">www.kehua.com/WarrantyClaims.html</a>, E- mail: <a href="mail:service@kehua.com">service@kehua.com</a> or Fax: +865965162166 to process the warranty claim within 14 days, To make a claim under the warranty terms of KEHUA, it shall supply KEHUA with the following information and documentation regarding the defective device:

2.1. 如果在保修期内发生设备故障,买方应当根据科华的保修条款提出保修要求,应在发生故障后14日内,可通过官网www.kehua.com/WarrantyClaims.html, 电子邮件

service@kehua.com或传真+865965162166将保修卡上信息内容和含有简短故障描述内容的故障报告,提交给科华售后服务平台,具体信息和文档如下:

- A copy of invoice, warranty certificate, receipt, commissioning report or any other document which provides proof of purchase of the KEHUA inverter;
- Provide the Products for inspection, testing and correction;
- Product Nameplate, Model No. (Such as SPI-XXX) and serial number;
- Copy of the installation report, installation date and maintenance log;
- Error message on LCD screen (if available) and additional information regarding the fault/error;
- Detailed information about the system design (modules, circuits, etc.);
- Operation process and status information of products etc.

Notice: When making a claim under KEHUA's warranty terms, the Buyer shall provide KEHUA with the above information and documents regarding the defective device (If the claimant fails to provide the above information, the warranty claim may be rejected.)

- 发票、收据、保修卡、调试报告或任何其他科华设备购买证明的文件的副本;
- 保修时提供可用于检查、测试和维修的产品实物;
- 产品铭牌,型号(例如 SPI-XXX)和序列号;
- 安装报告,安装日期和维护工作的副本;
- LCD屏幕上的故障消息(如有)以及有关故障/损坏的其他信息;
- 有关系统设计的详细信息(模块,电路等);
- 对设备的操作过程及状况信息等。

注:根据科华保修条款提出申报时,买方应向科华提供有关缺陷设备的以上信息和文件(如果申报人未能提供如上信息,则保修申报可能会被拒绝)。

2.2. If, at the time of the warranty claim, KEHUA has ceased to manufacture the relevant products,

KEHUA may, at its option, replace them with products of a different type (including mutually agreed size, color, shape and/or power), or refund the purchase price agreed by KEHUA and Buyer. The replacement of batteries, components or products may not be brand new, but the quality and specifications meet the product specifications.

2.2.如果买方在保修申报提出时,科华已停止生产相关产品,科华可以自行选择用不同类型 (包括尺寸、颜色、形状和/或功率)的产品进行替换,或退还科华与买方商定的购买价。 电池、组件或产品的更换可能不是全新的,但质量和规格符合产品规格。

### 3. WARRANTY SERVICE 保修服务

- 3.1.. Buyer may arrange preliminary troubleshooting if necessary and preliminary judgment. After confirmation by KEHUA's engineer:
- 3.1. 如必要或经初步判断, 买方安排初步测试, 经过科华工程师确认后:
- 3.1.1. Standard Warranty (in the first 60 months): KEHUA generally sends the spare part (such as PCB board) or an equivalent replacement unit according to model and age, (Buyer bears the freight, duty, tax, labor); If KEHUA's engineer cannot confirm fault part, KEHUA's engineer notifies Buyer, Buyer send back the fault part (such as PCB board) or unit for replacement (Buyer bear freight), then KEHUA will send the part (such as PCB board) or an equivalent replacement unit to Buyer (KEHUA bear the freight). The remainder of the warranty entitlement will be transferred to the replacement device. If the defective device is replaced, the warranty period will be kept for at least 3 months. If the parts are repaired, the warranty period of the original device does not extend the original warranty period, but repaired parts warranty for at least 3 months from the date of repair completion.
- 3.1.1. 标准保修(第一个60个月内): 科华提供免费部件(如PCB板)或相近使用年限的备用设 备寄给买方(买方承担运费,税,费,人工费);若科华工程师无法确认故障,科华工程师通 知买方,买方将故障部件(PCB板)或故障设备寄回进行更换(买方承担运费),然后科华将部 件(PCB板)或相近使用年限的备用设备发送给买方(科华承担运费)。保修权利的其它部分将 转移到更换设备上,若更换有缺陷的设备,保修期至少保留3个月,若维修部件,原设备的 保修期限不变,维修后的部件保修至少保留3个月(即从维修完成之日起算至少保留3个月)。 3.1.2. Additional Workmanship Warranty: After Standard Warranty period expired, Buyer will be continually given the right to have Additional Workmanship Warranty, starting from the next date of Standard Warranty period's expire day. During Additional Workmanship Warranty period, KEHUA has the right to determine how to carry out the service of the warranty. In cases where KEHUA provides replacement unit or spare parts for the Buyer, a corresponding cost for replacement unit and spare parts needs to be charged, and KEHUA will not be responsible for other costs during service in that period, including, but not limited to, logistical fees, duty, tax, labor costs and any other compensation. In addition, the replaced device may have a small flaw on its surface or any general defect, KEHUA guarantees that the replaced device is generating power to the network.
- 3.1.2. 附加工艺保修:标准保修期到期后,买方将继续有权从标准保修期到期日的下一天起获得附加工艺保修。在附加工艺保修期内,科华有权决定如何进行保修服务。如果科华为买方提供备用设备或备件,则需要收取相应的备用设备和备件费用,科华不承担该期间服务期间的其他费用,包括但不限于物流费、关税、税费、人工费和任何其他补偿。此外,更换的设备表面可能有小划痕或一般瑕疵,科华保证更换的设备具备正常的发电功能。
- 3.2. Within 14 days after the end user receives the replacement device, the defective device shall be collected and shipped to the Buyer's warehouse at the Buyer's expense; After confirmation by KEHUA, if it can be repaired, KEHUA will provide spare parts for free along with the next batch of purchase order's products, which will be replaced and repaired by the Buyer. The repaired device are still stored in the Buyer's inventory as the turnover device, and the ownership of the turnover device belongs to KEHUA. At the end of the warranty period, both parties count the number of spare device and determine the price for the Buyer to purchase.
- 3.2.在最终用户收到更换设备之日起14日内,有缺陷的设备将由买方自费收集并运达买方仓库,经科华确认后,若能够维修,科华提供免费备品随下一批订货同行,由买方自行更换维

- 修,维修后的设备仍存放在买方库存当成周转备机,该周转备机所有权归科华;当保修期结束后,双方清点备机数量,确定价格后由买方购买。
- 3.3. If device is not remotely monitored, KEHUA standard Warranty period shall be reduced to 24 months from the date of the bill of lading.
- 3.3.如果设备没有接入远程监控,标准保修期缩短至自提单之日起24个月。
- 3.4. KEHUA provides online after-sale technical support services on business day, Buyer can contact technical engineer by:

www.kehua.com/WarrantyClaims.html;

Email (service@kehua.com);

Wechat (+86-19859253059);

Telephone (+86-592-5160516, +86-19859253059);

The after-sales technical engineer can response Q & A online.

3.4.科华提供工作日在线售后技术支持服务,买方可以通过:

官网www.kehua.com/WarrantyClaims.html;

电子邮件(service@kehua.com);

微信(+86-19859253059);

电话 (+86-592-5160516, +86-19859253059);

售后技术工程师远程进行在线询问与并获得答疑。

- 3.5. If Buyer fails to solve the existing problems, and needs KEHUA's technical personnel to the user site to guide the installation or provide technical services, etc., Buyer shall be responsible for the technical personnel round-trip airfare, local transportation cost, accommodation, visa fees and technical services charges (USD600/person/day).
- 3.5. 如果买方仍未解决存在的问题,需要科华派遣技术人员到用户现场提供维修技术服务, 买方应按科华境外服务收费标准支付技术人员往返机票费、当地交通费、住宿费、签证费用 和技术服务费用(600USD/天/人)。
- 3.6. KEHUA reserves the right to arrange the warranty service for users and to use third parties for performing warranty works.

3.6.科华保留为用户安排保修服务并通过第三方进行保修工作的权利。

#### 4. WARRANTY EXCLUSIONS AND DISCLAIMER 保修免责范围

- 4.1. Any defect or damages caused by the following circumstances will not be covered by the warranty:
- 4.1.由以下情况引起的任何缺陷将不在科华的保修范围内:
- The Buyer fails to file a warranty application in accordance with the warranty claim procedure.
- Identification marks or serial number are removed or altered in anyway;
- Unauthorized attempts to repair, adjustment or modify the Product or change component;
- Non-compliance with the user manuals, installation guides and maintenance requirements and over-testing;
- Non-compliance with applicable regulations and standards;
- Voltage surge coming from PV array DC side or from grid AC side, lightning;
- Operate in inappropriate on-site conditions, including but not limited to: insufficient ventilation, rust, mildew, dust, corrosive environment, salt and flammable gases, vibration, shock-prone locations, sustained temperature exceeding the specified operating range of the device, improper grounding or any other external influence, such as dust, animal or insect or water damage;
- The Product has been improperly stored and damaged while being stored by the end user;
- Transport damage, painting scratch caused by shipping pumping. It should declare to insurance company as soon as containers unload with enough evidence;
- The damage is only cosmetic and has no impact on the functioning of the device;
- Force majeure, including but not limited to earthquakes, floods, fire, natural disasters and theft.

- 买方未按保修申报程序提出保修申报;
- 标识或序列号以任何方式被删除或更改;
- 未经授权尝试修理,调整或修改产品或更改组件;
- 不遵守用户手册、安装指南和维护要求及过度测试;
- 不遵守适用的法规和标准;
- 来自光伏阵列直流侧或电网交流侧的电压浪涌、雷击;
- 在不适当的现场条件下运行,包括但不限于:通风不足、锈蚀、发霉、腐蚀环境、持续 温度超出设备规定的运行范围、接地不当或任何其他外部影响如灰尘、动物或昆虫或水 的损害;
- 产品在最终用户存储期间不当存放和损坏;
- 运输损坏,运输过程造成油漆划伤。集装箱装箱后,应立即向保险公司申报并提供足够的证据:
- 损坏仅是表面上的损坏,对设备的功能没有影响;
- 不可抗力,包括但不限于风暴、火灾、自然灾害和盗窃。
- 4.2. Expendable materials such as filters, fuses, lightning arrester or overvoltage protection material are not covered by this warranty.
- 4.2.保修不包括消耗性材料,例如滤波器,保险丝,防雷器或过压保护材料。

### 5. LIMITATION OF LIABILITY 责任限制

- 5.1. KEHUA should not bear the warranty cost, include: transport, travel and accommodation cost of KEHUA personnel as well as costs of Buyer's own staff are not included in the warranty. Customs duties, taxes and all other import cost are excluded.
- 5.1.科华承担的保修费用不包括:科华人员的交通,旅行和住宿费用以及买方员工的费用,关税、税金和所有其他进口费用。
- 5.2. Due to technological progress, the replacement part or replacement device provided may not be compatible with the system monitoring or other components installed on-site. Costs incurred as a result are not part of this warranty service and will not be covered by KEHUA.
- 5.2.由于技术的进步,所提供的更换部件或更换设备可能与现场安装的系统监控或其他部件不兼容,由此产生的费用不属于本保修服务范畴,科华将不承担此费用。
- 5.3. These services do not include modifications to the existing photovoltaic system of the device, tis building wiring or other devices.
- 5.3. 科华的服务不包括对保修设备现有的光伏系统、及其建筑线路或其他设备的修改。
- 5.4. KEHUA will not be liable for any special, consequential, or punitive damages (including lost profits, cost due to disassembly and installation, loss of data) arising out of or relating to this Product or the transactions it contemplates whether for breach of contract, tort, negligence, or other form of action, and irrespective of whether KEHUA has advised of the possibility of any such damage. Under no condition, KEHUA's total liability shall not exceed the total amount of payments received by KEHUA for this product that is the subject of a claim.
- 5.4. 无论是否有出现违约、侵权、疏忽或者其他的行为,无论科华是否已告知任何此类损害的可能性,科华对因本产品或其拟进行的交易引起或与之相关的任何间接、特殊、惩罚性赔偿(包括利润损失、装卸成本、数据丢失)不承担责任。在任何情况下,科华对本保修项下的责任不超过科华收到的作为申报标的产品的付款总额。

#### 6. NON-APPLICABILITY OF WARRANTY CLAIM 不适用保修申报

In case a warranty claim is reported which shows not to be valid, the costs incurred by KEHUA due to this non-applicability of warranty claim shall be covered by the Buyer unless this non-applicability was not visible for End-user according to given circumstances.

如果报告的保修申报证明无效,则科华因保修申报的不适用性而产生的费用应由买方承担,

除非根据特定的情况,最终用户无法看到这种不适用性。

### 7. APPLICABLE LAW 适用法律

This Agreement is to be construed in accordance with and governed by the laws of Hong Kong, except conflict rules.

本协议应受香港法律解释并受其管辖,冲突规则除外。

### 8. UPDATE OF WARRANTY TERMS 保修条款更新

To the extent permitted by the applicable law, KEHUA reserve the right update this warranty terms from time to time, and such update may by published on the official website of KEHUA or sent by email or to the address of the Buyer (If provided by the Buyer when purchase the Products). This Warranty terms expires automatically upon the updated version of warranty standard issued by KEHUA.

在适用法律允许的范围内,科华保留随时更新本保修条款的权利,此类更新可通过在科华官 方网站上发布或通过电子邮件发送或发送至买方地址(如果买方在购买产品时提供)。本保 修条款在科华发布的保修标准更新后自动失效。

## 9 OTHER TERMS 其他条款

- 9.1. This warranty terms and conditions shall take effect after the date of signature and seal of the two parties. The text shall be in duplicate, and the two parties shall have the same legal effect. 9.1.本保修条款自双方签字盖章之日起生效,一式两份,双方具有同等法律效力。
- 9.2. This warranty terms and conditions includes Chinese and English expressions. In case of inconsistency between the Chinese and English expressions, the Chinese version shall prevail. 9.2.本保修条款包括中文和英文两种表述。中英文版本表述不一致的,以中文版本为准。
- 9.3. In case of inconsistency between the warranty terms in original contract and this warranty terms and conditions, this warranty terms and conditions shall prevail. 9.3. 若原合同的保修条款与本保修条款不一致,以本保修条款为准。

IN WITNESS WHEREOF, this Warranty term and condition has been agreed and confirmed by 兹证明, 本保修条款已由以下各方同意并确认。

BUYER:	SELLER: XIAMEN KEHUA DIGITAL
	ENERGY TECH CO.,LTD
Signature:	Signature:
Date:	Date: