

be calculated as follows: $232.96 \text{ kWh} * 3 \text{ MWh/kWh} = 698.88 \text{ MWh}$.

The actual throughput energy of the product is based on the product's own statistics, which can be viewed on the KOWINT cloud platform.

1.2 Capacity Performance warranty

KOWINT hereby warrants that, upon reaching the Warranty Expiry Date, the Capacity of the product shall be no less than a percentage of their Initial Capacity.

- a) For products with a Max Charge and Discharge rate of 0.5C, the percentage is seventy percent (70%).
- b) For products with a Max Charge and Discharge rate of 1C, the percentage is sixty percent (60%).

The Max Charge and Discharge rate is as specified in the "Applicable Product Types" table.

- a) If the actual charge or discharge rate is less than or equal to the Max Charge and Discharge rate, the capacity performance warranty shall apply.
- b) If the actual charge or discharge rate, as recorded by the KOWINT cloud platform or log information in the system, exceeds the Max Charge and Discharge rate, the capacity performance warranty shall be void.

The Initial Capacity refers to the rated capacity as specified on the product label.

The measurement method of the Capacity is shown in the Appendix 1.

1.3 Extended product warranty

1.3.1 The buyer may request to extend the warranty period by paying an additional fee.

The fee shall be calculated based on the product type, remaining warranty period, and the desired extension length. The payment must be made prior to the commencement of the extended warranty period.

1.3.2 The warranty period can be extended to a maximum of 15 years with compensation.

The charge standard, based on the product type, remaining warranty period, and desired extension length, will be negotiated separately and specified in a written agreement.

1.3.3 The extended warranty period ends on the earlier of: (1) the date which reaches the maximum calendar years from the original warranty expiry date, or (2) the date when the product attains its guaranteed minimum throughput energy.

1.3.4 The extended warranty covers the same terms and conditions as the original warranty, unless otherwise specified in a separate agreement.

1.3.5 The extended warranty is only applicable if the product is in good working condition at the time of the extension request and the original warranty period has not yet expired.

2 Preconditions for warranty

- 2.1 The defect of the Product shall occur within the Product warranty period as determined above.
- 2.2 Any Product failure, fault or warning which had lead to system did not work or working abnormally, the relative information must be reported to KOWINT Authorized Service Partner within 7 days of appearance.
- 2.3 Product shall be installed by skilled personnel recognized or Partner certified by KOWINT.
- 2.4 Buyer shall correctly operate and use the Product according to User Manual and Installation Guidance provided against purchase.
- 2.5 Buyer shall provide the proof of the original purchase of the Product by presenting the seller's invoice to the buyer to KOWINT Authorized Service Partner.
- 2.6 The installation of the Product for the buyer shall be completed within maximum 1 month from the Invoice Date.
- 2.7 The operating temperature during the operation of the Product must in temperature range indicated in User Manual and the Product shall not be exposed and stored in a temperature higher than 55°C . The Product installation location must be ventilated in accordance with the requirements of User Manual and Installation Guidance.
- 2.8 The Product is not suitable for supplying life-sustaining medical devices and automotive application.
- 2.9 Products must be connected to the KOWINT cloud platform during use. If the proportion of online time in any calendar quarter (January-March, April-June, etc.) is less than 80% after the Warranty Commencement Date, the warranty period and guaranteed minimum throughput energy will be halved. For example, an extended warranty period of ten (10) years will be reduced to five (5) years, and the guaranteed minimum throughput energy will be reduced to one point five (1.5) MWh per kWh. The proportion of online time is based on KOWINT Cloud Platform statistics.
- 2.10 Daily Charge-Discharge Cycle Limitation
During the warranty period, the product must not undergo more than two (2) full charge-discharge cycles per day. A "day" refers to the local time at the product installation site, from 00:00 to 24:00. If the KOWINT cloud platform records more than two (2) full charge-

discharge cycles within any single day, the entire warranty for the product shall be void.

KOWINT cloud platform data shall be the sole and definitive basis for determining compliance with this clause.

3 Replace or Repair

- 3.1 In the event that any Product covered by this Warranty and confirmed by KOWINT Authorized Service Partner to be defective or non-conformity, KOWINT will replace or repair the defective or non-conforming Product at its sole option and own discretion. Any maintenance or replacement shall not be deemed as extension or recalculation of the warranty period.
- 3.2 KOWINT will be responsible for the cost of repairing or replacing unqualified or defective products. All new components installed by KOWINT as part of the repair or replacement process shall become the property of the buyer upon completion of the repair or replacement.
- 3.3 In some cases, products and related components may be discontinued. In this case, the latest batteries and parts or products may not be returned, but products with satisfactory quality and specifications will be provided for replacement.
- 3.4 All parts replaced by KOWINT under this warranty shall remain the property of KOWINT. Upon request by KOWINT, the buyer shall return such replaced parts to KOWINT within thirty (30) days at the buyer's expense. Failure to return the replaced parts within the specified period shall entitle KOWINT to invoice the buyer for the market value of the unreturned parts, as determined by KOWINT's standard pricing or an independent third-party appraisal at KOWINT's discretion.
- 3.5 Any spare components provided by KOWINT for repair or replacement purposes shall remain the sole property of KOWINT. The buyer is strictly prohibited from repurposing, transferring, selling, or otherwise disposing of such spare components without prior written consent from KOWINT. Violation of this clause shall constitute a material breach of this warranty agreement, and KOWINT reserves the right to claim compensation for damages and/or pursue legal remedies.

4 Additional fees and services not included in the warranty agreement

- 4.1 Replace accessories or install at the buyer's site.
- 4.2 On site diagnosis of specific problems requested by buyers to KOWINT.
- 4.3 24-hour telephone service.

- 4.4 Freight for transporting defective products to the place designated by KOWINT.
- 4.5 Battery system and its battery recycle cost.
- 4.6 Replacement of one-time protective components (e.g., fuses, fire extinguishers) triggered due to external factors (including but not limited to overload, short circuit, or fire) shall be at the buyer's expense. Such replacements are not covered under this warranty agreement.

5 Exception of Warranty (Including but not limited to the following)

- 5.1 Warranty period specified above has already expired.
- 5.2 Product damage and defect caused by buyer's improper use, misuse, abuse, which non-conforming with User Manual.
- 5.3 Damage caused during transport, incorrect product installation, removal, exceed of temperature range during use and improper use.
- 5.4 Unauthorized wiring and use with faulty or incompatible devices.
- 5.5 Product arbitrarily modified or its function changed without permission by KOWINT.
- 5.6 Any change to the installation isn't done in accordance with the Installation Guidance.
- 5.7 Product damage caused by maintenance and other services conducted by personnel unauthorized by KOWINT.
- 5.8 User fails to provide correct product serial number or product serial number is undecipherable or has been modified without permission by KOWINT.
- 5.9 External influences including unusual physical or electrical stress (power failure surges, inrush current, lightning, flood, fire, accidental breakage, etc.)
- 5.10 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 labor or materials and other events which are out of control of KOWINT) or other third party.
- 5.11 Product damage caused by buyer deliberately or by willful act.
- 5.12 Product failure is not reported to KOWINT Authorized Service Partner within 7 days of appearance.
- 5.13 Purchase and installation of the Product in an area other than the area shown in this letter.
- 5.14 If the product is transferred to a third party, the warranty period shall automatically terminate.

5.15 If the product is scrapped or no longer in use, the warranty period shall automatically terminate.

5.16 For shipped products that become unavailable due to policy changes or standards upgrades during the warranty period, such products will not be covered under this warranty.

5.17 Under no circumstances shall KOWINT's liability exceed the purchase price paid by the buyer for the specific product. This limitation of liability applies to all claims, including but not limited to repair, replacement, or compensation for damages, except as required by applicable law.

5.18 The above limitation of liability does not apply to cases of intentional misconduct or gross negligence resulting in injury to life, body, or health, as permitted by applicable law.

5.19 Any provision of this warranty agreement that is deemed invalid or unenforceable by a court of competent jurisdiction shall not affect the validity or enforceability of the remaining provisions.

5.20 Buyer's Failure to Cooperate

In the event of any product abnormality or failure, the buyer shall cooperate with KOWINT to diagnose and resolve the issue within 7 days of receiving notice from KOWINT. Such cooperation includes, but is not limited to:

- a) Providing necessary access to the product (e.g., on-site or remote access);
- b) Providing relevant data or log files;
- c) Assisting in arranging on-site support (e.g., providing a downtime window for the equipment).

If the buyer fails to cooperate within the specified time, resulting in additional damage or loss, KOWINT shall not be liable for such additional damage or loss.

6 Applicable Law and Jurisdiction

6.1 Product warranty is protected by laws of Hong Kong International Arbitration Centre(HKIAC). For serious faults, the buyer has the right to request replacement or refund. If the product quality is unqualified but there is no serious fault, the buyer also has the right to request replacement or maintenance. If any provision of this warranty agreement is declared invalid or unenforceable by the court and administrative agency with jurisdiction, this provision is deemed to have been amended, and will obtain the same economic effect as the original provision of this warranty as far as possible, and will continue to take effect.

7 Warranty Restriction

- 7.1 Unless otherwise specified herein, to the extent permitted by applicable law, the Warranty Letter and above remedies shall be exclusive and replace all other guarantees and remedies, oral or in writing, expressed or implied. To the extent permitted by applicable law, KOWINT expressly reject any and all legal or implied warranty, including but not limited to warranties of merchantability, fitness for a particular purpose and hidden or potential defects. If KOWINT cannot abandon implied warranty as prescribed by applicable law or the guarantee specified by applicable laws, all of such guarantees and warranties shall limit to implied warranty as prescribed by applicable law or the scope within applicable laws and shall be under mandatory application according to applicable law. No distributor, agent or staff of KOWINT and / or KOWINT Authorized Service Partner is authorized to make any revision, extension or addition to the quality warranty. The legality and enforceability of remaining clauses herein shall not be affected or damaged if any of clauses herein is adjudged to be illegal or unenforceable.
- 7.2 Unless otherwise specified herein, to the maximum range permitted by applicable law, KOWINT will not be liable for any direct, indirect, special, accidental or derivative losses caused by the purchase or use of Products and its system, including but not limited to the loss of use, loss in income, actual or expected loss in revenue (including contract revenue losses), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, personal injury or damage loss, or the indirect or derivative loss or damage (including any expense arising from the replacement of equipment and property, resumption of production, etc.) caused by any reasons.
- 7.3 KOWINT's Liability from any cause whatsoever shall in no event exceed the amount of the purchase price paid by buyer to KOWINT for such product giving rise to the liability. Excepted from this is liability on the grounds of culpable injury to life, Physical injury or injury to health and the mandatory liability from intent or gross negligence.

8 Out of Warranty

- 8.1 As for the service for the Products out of warranty, KOWINT agrees to provide certain after sales service to buyer upon the written request addressed to KOWINT Authorized Service Partner, and all the costs and expenses which include but not limited to the materials, parts or labor costs, shall be borne by buyer. In case of buyer give written notice to request the service out of warranty, buyer shall provide detail description of

defects so that KOWINT Authorized Service Partner is able to detect whether such defect can be cured or not. For the avoidance of doubt, in no event will KOWINT be liable for the service out of warranty, and this Clause will not constitute the promise of KOWINT to provide such service out of warranty.

9 Dispute Resolution

9.1 In case of any dispute in terms of warranty-claims, a first-class international testing institute shall be entrusted by KOWINT and buyer upon mutual consents in order to provide third party verification and comments. All fees and expenses shall be borne by the party that demanded such verification procedure, unless otherwise agreed.

The local courts shall have non-exclusive jurisdiction for further disputes about a warranty claim arising from this Warranty.

Appendix 1 Capacity Performance Measurement

A. Capacity measurement condition:

Ambient temperature: 23°C ~27°C , humidity: 25%~85%, atmospheric pressure: 86kPa~106kPa

B. Charge/Discharge method:

- i. Discharge the battery with Constant current (0.5C) till the battery reach End of discharge voltage or battery self-protection automatically.
- ii. Lay aside the battery for 10mins.
- iii. Charge the battery with constant current (0.5C) and constant voltage (Recommended Charge Voltage specified in User Manual) charging mode till the charging current is 0.05C or battery self-protection automatically.
- iv. Lay aside the battery for 10mins.
- v. Discharge the battery with Constant current (0.5C) till reach End of discharge voltage or battery self-protection automatically, record discharge time.
- vi. Lay aside the battery for 10mins.
- vii. Charge the battery with Constant current (0.5C) for one hour.

C. Calculate Capacity:

Use the Discharge time and current in the step v to calculate, the calculation is as follows:

Capacity = Discharge time * Discharge current.

(Party A)

(Party B)

(Duty)

(Duty)

(Date)

(Date)

YOUR GREEN ENERGY MANUFACTURER



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