



rated energy indicated on the product label by a factor of three (3) MWh per kWh. For instance, if the rated energy of product is 20.48 kWh, the guaranteed minimum throughput energy would be calculated as follows: $20.48 \text{ kWh} * 3 \text{ MWh/kWh} = 61.44 \text{ MWh}$.

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 seventy percent (70%) of their Initial Capacity.

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.

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 End User shall correctly operate and use the Product according to User Manual and Installation Guidance provided against purchase.
- 2.5 End User shall provide the proof of the original purchase of the Product by presenting the seller's invoice to the End User to KOWINT Authorized Service Partner.
- 2.6 The installation of the Product for the End User shall be completed within maximum 1 month from the Invoice Date.
- 2.7 The operating temperature during the operation of the Product must not exceed -10°C ~ 50°C temperature range and the Product shall not be exposed and stored in a temperature higher than 50°C , and shall not be exposed in an installed area to direct sunlight. The Product installation location must be ventilated in accordance with the requirements of User Manual and Installation Guidance.
- 2.8 This Warranty covers a capacity equivalent to One full cycle per day. The Product is not suitable for supplying life-sustaining medical devices and automotive application.
- 2.9 Products need to be connected to the KOWINT cloud platform in use, if the proportion of online time in any quarter is less than 80% after the Warranty Commencement Date, the



warranty period and guaranteed minimum throughput energy are halved, that is, the warranty period is reduced to five (5) years and the guaranteed minimum throughput energy is 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. The ownership of the replaced products belongs to the end customer.

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.

4 Additional fees and services not included in the warranty agreement

4.1 Replace accessories or install at the customer's site.

4.2 On site diagnosis of specific problems requested by customers 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.

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 End User'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 End User 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.

6 Non-Applicability of Warranty Claim

- 6.1 In case a warranty claim is reported which shows not to be valid, the costs incurred by KOWINT or KOWINT Authorized Service Partner due to this non-applicability of warranty claim shall be covered by End User unless this non-applicability was not visible for End User according to given circumstances.

7 Applicable law

- 7.1 Product warranty is protected by laws of Hong Kong International Arbitration Centre (HKIAC). For serious faults, the end user has the right to request replacement or refund. If the product quality is unqualified but there is no serious fault, the customer 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.

8 Warranty Restriction

- 8.1 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.
- 8.2 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.
- 8.3 KOWINT's Liability from any cause whatsoever shall in no event exceed the amount of the purchase price paid by end user 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.

9 Out of Warranty

- 9.1 As for the service for the Products out of warranty, KOWINT agrees to provide certain



after sales service to End User 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 End User. In case of End User give written notice to request the service out of warranty, End User 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.

10 Dispute Resolution

10.1 In case of any dispute in terms of warranty-claims, a first-class international testing institute shall be entrusted by KOWINT and End User 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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