



## Product Standard Warranty

### Section I

#### **25 year Guaranteed Peak Power Output Limited Warranty**

Provided that the Microinverters are used under normal application, installation, use and service conditions as specified in Nantong BeON energy LTD. ("BeON energy")'s Product Documentation (the "Product Documentation") and subject to Sections III and IV hereof, the following Guaranteed Peak Power Output Limited Warranty is provided to the buyer (the "Buyer") by BeON energy.

1. Guaranteed Peak Power Output Limited Warranty BeON energy warrants the power output of the Microinverters as stated below for a period of 25 years from the Warranty Start Date. If the output power of the Microinverters reduces to less than eighty percent (80%) of the labeled power output classification as specified in BeON energy's Product Documentation, BeON energy will, at its sole discretion, either a) provide additional Microinverters to the Buyer, or b) repair these underpowered Microinverters, in either case, to restore the actual power output to the guaranteed level as specified in this Section 1, or c) otherwise provide monetary compensation which shall be calculated by multiplying (x) the difference between the actual peak power output of the Microinverters and the guaranteed power output as specified in this Section 1 by (y) the then current per watt market price of the comparable Microinverters in a similar market.

For purpose of this Section I, labeled power output classification in BeON energy's Product Documentation is the power in Watt peak that a Microinverter generates in its maximum power. The actual power output of the Microinverters shall be determined for verification under a constant DC input 20% of the labeled maximum output, divided equally for each of the Microinverter input. The actual power output measurement shall be either carried out by a BeON energy entity or by a BeON energy recognized third party testing institute. Testing equipment tolerances will be applied to all actual power output measurements. The Guaranteed Peak Power Output Limited Warranty shall only cover the claims received by BeON energy before the end of the respective warranty period in this Section II starting from the Warranty Start Date. The remedies set forth in this Section II shall be the Buyer's sole and exclusive remedies under the Guaranteed Peak Power Output Limited Warranty.

Section II: Twelve Years Limited Product Warranty: BeON energy warrants to the original buyer that the Microinverters from BeON energy shall be free from any defect in materials and workmanship that has an effect on functionality under normal application, installation, use and service conditions as specified in BeON energy's standard product documentation as updated from time to time. If, during a period of twelve (12) years from the date of dispatch of the Microinverters to the Buyer from BeON energy's facility plus six (6) calendar months (the "Warranty Start Date"), the Microinverters fail to conform to the warranty under this Section I (the "Twelve Years Limited Product Warranty"), then BeON energy will, at its sole discretion, either repair or replace the defective Microinverters, or refund the residual value <sup>1</sup> of the Microinverters at the time of BeON energy's confirmation of the Buyer's claim. For the avoidance of doubt, any cosmetic changes, or other changes in the Microinverter's appearance, which include but not limited to any color change, abrasion, scratching, oxidation, mold and mechanical wear-out, or any other change attributable to or caused by the normal wear and tear over time, or localized impact, that occurs after the Warranty Start Date, shall be exempt from the Twelve Years Limited Product Warranty. The Buyer will be entitled to make claims under the Twelve Years Limited Product Warranty only if the Buyer has provided documented evidence sufficient to prove that the malfunctioning of the Microinverters results exclusively from the defect of the Microinverters and is covered by the Twelve Years Limited Product Warranty. The Twelve Years Limited Product Warranty shall only cover the claims received by BeON energy before the end of the twelve-year warranty period starting from the Warranty Start Date. The remedies set forth in this Section I shall be the Buyer's sole and exclusive remedies under the Twelve Years Limited Product Warranty. The Twelve Years Limited Product Warranty does not warrant a specific power output of the Microinverters, which shall be exclusively covered under the "Guaranteed Peak Power Output Limited Warranty".

<sup>1</sup> For the purpose of calculating the residual value, the formula shall be: the spot price of a comparable Microinverter  $\times$  (1 - a/12). In the above formula, "a" stands for the actual use life of the Microinverters starting from the Warranty Start Date.



Section III: Exclusions and Limitations 1. The exclusions and limitations listed below shall apply to all the warranties set forth in above Sections I and II. 2. Exclusions and Limitations a) The "Twelve Years Limited Product Warranty" and the "Guaranteed Peak Power Output Limited Warranty" do not apply when: i) The Microinverters are improperly installed, wired, maintained, or are subjected to inadequate system design, auxiliary instrument, device of the photovoltaic power system; ii) The Microinverters are subjected to inappropriate handling, including but not limited to handling during transportation or storage, abuse, neglect, vandalism, vermin or accident; iii) The Microinverters are moved from its original installation location, uninstalled, reinstalled or otherwise altered; iv) The Microinverters are installed in an environment which exceeds "Standard Operating Conditions" as defined in product specifications and installation manual, installed in a mobile or marine environment, subjected to improper voltage or power surges, or subjected to abnormal environmental conditions (such as acid rain, salt damage or other corrosive chemical); v) The Microinverters are subjected to inappropriate maintenance, including maintenance by an unauthorized service technician or in non-conformance with BeON energy's installation manual; vi) The Microinverters are subjected to external accidents or forces such as animals, fire, explosion, and civil disorder; vii) The Microinverters are subjected to other unforeseen circumstances or causes outside BeON energy's reasonable control, including but not limited to, electrical surges, lightning, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunamis, snow damage, heavy hail, etc; viii) The manufacture of the Microinverters is in accordance to the design, technical drawings, formulae or other specifications furnished by the Buyer; or ix) Any warranty claim, in any event, is not submitted to BeON energy within the applicable warranty period. b) The Buyer shall carry the burden of proof to prove that it is eligible for coverage and that none of the exclusions and limitations listed in this Section III shall apply.

#### Section IV: General Terms and Conditions

The General Terms and Conditions listed below shall apply to all the warranties set forth in above Sections I and II.

##### 1. Disclaimers and Limitation of Liability

###### a) DISCLAIMERS

BEON ENERGY PROVIDES ALL DOCUMENTS AND INFORMATION ON AN "AS IS" BASIS. THE WARRANTIES PROVIDED HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, USE OR, APPLICATION, UNLESS I) SUCH OTHER WARRANTIES ARE EXPRESSLY AGREED TO IN WRITING BY BEON ENERGY UNDER THE RELEVANT SALES AGREEMENT EXECUTED BETWEEN BEON ENERGY AND THE BUYER OR II) OTHER STATUTORY WARRANTY WHICH IS EXPRESSLY PROVIDED IN ANY APPLICABLE MANDATORY LAWS. BEON ENERGY DOES NOT WARRANT THAT THE OPERATION OF THE MICROINVERTERS WILL ACHIEVE THE RESULTS INTENDED BY THE BUYER. IN THE EVENT THAT ANY PROVISION HEREOF (OR ANY PART THEREIN) SHOULD FOR ANY REASON BE HELD INEFFECTIVE UNDER APPLICABLE LAW, THE REMAINDER OF THE PROVISION SHALL REMAIN IN FULL FORCE AND EFFECT. THE WARRANTIES PROVIDED HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER OBLIGATIONS ON THE PART OF BEON ENERGY IN RELATION TO THE DEFECT OF THE MICROINVERTERS UNLESS SUCH OTHER OBLIGATIONS ARE EXPRESSLY AGREED TO IN WRITING BY BEON ENERGY UNDER THE RELEVANT SALES AGREEMENT.

b) LIMITATION OF LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BEON ENERGY HEREBY DISCLAIMS, AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE TO PROPERTY, OR FOR OTHER LOSS FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NONPERFORMANCE OF THE RELEVANT SALES AGREEMENT, ANY OF THE MICROINVERTERS OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL BEON ENERGY BE LIABLE TO THE BUYER, FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE MICROINVERTERS, WHETHER OR NOT BEON ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BEON ENERGY'S AGGREGATE LIABILITY, IF ANY, FOR DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE RECEIVED BY BEON ENERGY FROM THE BUYER. BEON ENERGY'S LIABILITY FOR FRAUDULENT OR WILFUL INTENT, GROSS NEGLIGENCE OR PERSONAL INJURY, IN EACH CASE, UNDER APPLICABLE MANDATORY LIABILITY LAW SHALL REMAIN UNAFFECTED. THE BUYER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY UNDER THIS PARAGRAPH b) ARE AN ESSENTIAL ELEMENT OF THE RELEVANT SALES AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE MICROINVERTERS WOULD BE SUBSTANTIALLY HIGHER. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER IN SAID JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE BUYER IN SAID JURISDICTION. THE BUYER MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS LIMITED WARRANTY FOR MICROINVERTERS, AND MAY ALSO HAVE OTHER MANDATORY RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION, WHICH SHALL REMAIN UNAFFECTED.

c) The warranty provided under Section II "Twelve Years Limited Product Warranty" and Section I "Guaranteed Peak Power Output Limited Warranty" covers only the transportation cost for reshipment of any repaired or replaced Microinverters to the destination port set forth in the relevant sales agreement, and cover neither customs clearance, taxes, any other costs related to installation, removal, or reinstallation of the Microinverters, nor any transportation charges for the return of Microinverters to BeON energy. d) Warranty claims will be honored only if the Microinverters can be identified as being manufactured by BeON energy, as indicated by the information on the labels of the Microinverters.

2. Assignment of the Limited Warranty for Microinverters This Limited Warranty for Microinverters in its entirety, extends only to the Buyer, and is transferrable in its entirety to any other person to whom title to the Microinverters has been transferred provided that a) a prior written notice of such transfer has been received by BeON energy, and b) the Microinverters remain installed in their original installation location.

3. Obtaining Warranty Performance/Claim Procedure a) The Buyer shall notify BeON energy promptly (in no event later than thirty (30) days) from discovery of any breach of the Limited Warranty for Microinverters within applicable warranty period. The notice shall be in writing and shall include the description of the claim, corresponding Microinverters serial number(s), proof of purchase such as the commercial invoice and sufficient evidences proving such breach of the Limited Warranty for Microinverters. b) The return of any Microinverters will not be accepted unless prior written authorization has been given by BeON energy. c) Any replaced Microinverters shall become the property of BeON energy unless otherwise notified by it. BeON energy shall be entitled to deliver other comparable Microinverters (different in size, color, shape and/or power output performance) in situations where it deems fit. The repair or replacement of the Microinverters or the delivery with additional Microinverters shall not extend the applicable original warranty period of the "Twelve Years Limited Product Warranty" and the "Guaranteed Peak Power Output Limited Warranty".

4. Disputes a) Any dispute arising from or in connection with the claim(s) under this Limited Warranty for Microinverters shall be submitted to binding arbitration and subject to the choice of law as provided in the relevant sales agreement executed between BeON energy and the Buyer. Notwithstanding the above, Technical Related Disputes (as defined below) shall be first submitted to non-binding expert's evaluation as provided below. b) For purpose of clarification, in this Limited Warranty for Microinverters, the term "Technical Related Disputes" shall mean disputes regarding the function or malfunction of the Microinverters or other related products. The Technical Related Disputes shall be evaluated by an expert appointed by one of the following test institutions listed in paragraph (c) below. The appointed expert shall provide its expert opinion regarding the function of the Microinverters, and the causes of the malfunction (if applicable). The expert shall also provide a suggestion for the adequate resolution of the dispute including monetary compensation if needed. The specific institution which will appoint the expert shall be the institution in paragraph (c) below whose physical location is the closest in distance to the location of the Microinverters in dispute. c) CTCV in Coimbra, Portugal, TÜV Rheinland in Cologne, Portugal, or UT (University of Texas), USA d) The expert's opinion shall be non-binding on either party to this Limited Warranty for Microinverters, but may be used as admissible evidence if the dispute is to be resolved through arbitration, court proceeding or any other form of dispute resolution that the parties may agree upon. For the avoidance of doubt, both parties reserve the right to submit the case to arbitration pursuant to paragraph a) above and to present alternative expert opinion(s) to the arbitration tribunal. e) The parties shall cooperate to fully accommodate the appointed expert and shall provide the expert the necessary assistance to promptly complete its tasks. The parties shall bear the fees to be paid to the expert according to their degree of responsibility for any claim under this Limited Warranty for Microinverters.