

Warranty Agreement

Warranty Claim

We, Keheng New Energy Technology (shenzhen)co.,ltd,hereby declare that batteries and inverters Keheng provide are warranted to be free from defects in material and workmanship from the date of shipment according to the terms of the limited warranty and the following warranty schedule according to point 2.

In the event of an alleged defect, the user should promptly notify Keheng. Keheng should determine if the batteries or inverters are defective, it may, at its sole discretion, repair, replace or credit at our option the material found to be defective — F.O.B. its factory without charge except for freight. A battery will not be considered defective unless it fails to deliver 70% or less of its rated capacity during stated warranty period. All claims are subject to the below conditions and limitations.

KeHeng ESS	Warranty	Warranty service
Battery	8 years	8 years replacement or repair
Inverters	3 years	3 years replacement or repair

1. Battery Conditions and Limitations

- 1.1) Warranty is limited to temperature controlled environments between 5°C and 45°C. temperature not to exceed 50°C. Appropriate documentation proven that a controlled environment was maintained will berequired for all claims.
- 1.2) Each battery must be the proper size, design for its application in order for the warranty to apply.
- 1.3) Each battery must be charged, discharged, stored and installed in accordance with the latest revisions of all applicable Keheng New Energy Technology (shenzhen)co.,ltd., instructions in order for the warranty to apply.
- 1.4) The battery should be installed within 3 months after receiving the goods and no more than 6 months at the latest.

2. Inverter Conditions and Limitations

The following circumstances may cause device defects, but are NOT covered by Keheng’s limited warranty.

- 2.1) Normal wear and tear which does NOT affect the major function of the product (e.g. color fading, scratches on top cover/machine body).
- 2.2) Any defects that occur when the limited warranty period has expired (excluding additional agreements of warranty extension).
- 2.3) Faults or damages due to faulty installations or operations, maintenance carried out against Keheng instructions by an unauthorized installer, e.g. insufficient isolation caused by broken DC cable.
- 2.4) Disassembly, repair or modifications performed by a third-party company/person not authorized by Keheng. Product modifications, design changes or part replacements not approved by Keheng.
- 2.5) Faults or damage due to unforeseen circumstances, man-made factors, or examples of force majeure including but not limited to stormy weather, flooding, overvoltage, pests, inappropriate handling, misuse, neglect, fire, water, lightning or other acts of nature.
- 2.6) Vandalism, engraving, labels, irreversible marking or contamination or theft.
- 2.7) Usage which does not comply with the safety regulations (VDE, IEC, etc.).

- 2.8) Faults or damage caused by other factors not related to product quality issues.
- 2.9) Any rust that appears on the device's enclosure caused by harsh environmental conditions. Faults or damage caused by exposure to sea coasts/saltwater or other aggressive atmospheres or environmental conditions without Keheng's written confirmation/approval prior to the installation.
- 2.10) Accidents and external influences.
- 2.11) Combining Keheng's storage product with a lead acid battery pack or any other lithium battery pack which is out of our list of compatible batteries.

3. Non-Environmentally Controlled Applications

In the event the user cannot demonstrate a temperature controlled environment (per condition and limitation number as in the point 1.1, the following warranty shall apply instead of Table 1: Warranty period should be reduced by 50% when the temperature increase every 10°C. This warranty, however, shall only apply if conditions and Limitations point 1.2 to 1.4 are satisfied. All other terms and conditions of the limited warranty shall also apply.

4. Reminder

- 4.1) Supplier should be informed within 14 days after discover the defect battery or inverter, and proof of purchasing date should be provided by buyer.
 - 4.2) This warranty is void if battery or inverter is subject to misuse, abuse or physical damage or if battery becomes unserviceable due to fire, wreckage, freezing, or any act of God.
 - 4.3) If failure rate is over 3‰, the supplier is responsible for all shipping fee of exchange services.
 - 4.4) User agrees that manufacturer's representative shall have access to equipment furnished hereunder for purposes of inspection at reasonable hours and intervals in order for the warranty to apply.
 - 4.5) The battery system parameter settings should according to the customers details require.
- Any changes should confirm with Keheng New Energy Technology (shenzhen)co.,ltd

5. Claims

- 5.1) Contact original point of purchase for instructions on applicable warranty claim procedures.
- 5.2) Upon satisfactory proof of claim as determined by Keheng, Keheng shall repair or replace, at our option.
- 5.3) Not accept any product for return, credit or exchange unless expressly authorized by Keheng, Inc. in writing and returned prepaid to our plant.
- 5.4) If necessary, Keheng may request the claimed battery to be returned to Keheng for inspection or test, if it is determined that any such Batteries do not have a defect, the warranty claim will be denied.
- 5.5) All defective and replacement batteries, if returned, become the property of Keheng.
- 5.6) Keheng shall not be liable for, and user shall indemnify and save Keheng harmless from any claims and liabilities arising out of the use, maintenance, transportation, or installation of any equipment warranted hereunder. The forgoing limited warranty is in lieu of all warranties expressed or implied, including any warranty of merchantability or fitness for a particular purpose. The sole liability of Keheng is set forth under the claims paragraph above. Keheng shall not have any liability for any special incidental indirect or consequential damages. This limited warranty applies only to the original purchaser (user) of the equipment is non-transferable, and governed by and construed under Hong Kong Laws.

6. Warranty Claim Procedure

Warranty claim must include:

- 6.1) Proof of original purchase that includes date and identity of purchaser, name of authorized seller, product model number, serial number and purchase price. Please notate the transaction currency if not in USD.

- 6.2) Information regarding all defective product(s), including product(s) model(s), serial number(s), installation date and failure date. Any claims shall be made within one month of failure date to be considered under the warranty.
- 6.3) Error message on LCD screen (if applicable) and additional information regarding the fault/error.
- 6.4) A description of the installation location and environment and brand, model, and number of PV panels.
- 6.5) The shipping address for the repaired or replaced product.

After receiving a warranty claim, you must pack the products, along with copies of the information provided in 6.1~6.5 above, in an appropriate shipping container . Unless directed otherwise, you will be required to prepay all shipping charges to the destination designated by Keheng. You must insure the shipment or accept the risk of loss or damage during shipment. Keheng is not responsible for shipping damage caused by an improperly packaged Battery, or the repair costs that might result therefrom. Alternatively, Keheng may require you to hold products on site and permit an examination by a Keheng representative.

HELPFUL HINT:Take pictures of the Battery or Inverter before and after packaging it for shipment!

If Keheng determines that the failure is a warrantied event, in Keheng's sole discretion, Keheng will repair or replace and return the Battery or Inverter without charge to the User.

In the event that replacement is warranted and that the needed Battery or Inverter is not in production or available, Keheng at its option, may replace it with a different Battery or Inverter with equivalent function and performance or provide a prorated refund based on the original purchase price and the remaining portion of the Service Life.

The cost and responsibility for removal of the defective Battery or Inverter and its shipment to Keheng, and all other costs related to the replacement process will be the responsibility of the User.

7. Applicable Laws and Dispute Settlement

- 7.1) This Agreement applies to the laws of the SZAC(Shenzhen Arbitration Commission). All disputes relating to this Contract shall be amicably resolved through consultation; if the consultation fails, either party has the right to submit to Shenzhen International Arbitration Centre and shall follow its arbitration rules.All arbitration-related costs, including arbitration fees, legal fees and other related expenses shall be assumed by the losing party.
- 7.2) During dispute settlement, the agreement terms irrelevant to such disputes shall continue to take effect.