

售后服务与有限质保协议

After-sales service and limited warranty

一、 定义

Article 1. DEFINITIONS

1 “产品”是指由供方提供的储能系统（包括支架，BMS，HVAC 或液冷机，辅助系统，防火报警和抑制系统）以及外围设备等供方提供的所有产品及零部件。

The “Product” refers to the Energy storage system (rack, BMS, HVAC or Liquid cooling, auxiliary system, fire alarm and suppression system), and peripheral devices supplied by SUNWODA.

2 “保修”是指此有限保修。

The “Warranty” refers to this Limited Warranty.

3 “手册”是指供方对于本保修范围内产品的用户，安装，操作和维护指南

“Manual” means SUNWODA’s user, installation, operation and maintenance guide for the Product covered under this Limited Warranty.

4 “反应时间”是指供方正式接收到质保要求与提供服务之间的时间，如附录 A 所指定。

“Response time” refers to the time between the supplier's formal acknowledgement of the quality assurance requirements and the provision of services as specified in Appendix A attached hereto.

5 “服务”是对于质保要求的响应。

“Service” is the response to quality assurance requirements

6 “站点”是指要在本保修中安装的产品的位置。

“Site” refers to the location of the Product to be installed under this Limited Warranty.

7 “保修期”是指产品在本保修范围内的期限。

“Warranty Period” refers to the period of time the Product is covered under this Limited Warranty.

8 “制造商保修”是指构成完整储能系统的设备零件的制造商发布的保修。

“Manufacturer's warranty” means the warranty issued by the manufacturer of the equipment parts constituting the complete energy storage system.

9 “调试”指并网前故障排除以便产品能按照技术协议中的参数正常运行。

“Commissioning” means grid-connected debugging, so that the Products will perform in accordance with the applicable technical specification on the Site.

二、保修范围、期限及标准

Article 2. WARRANTY SCOPE, PERIOD AND STANDARD

1. 保修范围：保修范围包括 BMS、辅助系统、消防预警及灭火系统、HVAC 或液冷机、PCS、DC/DC、电气柜，汇流柜等；

1.Warranty scope: Battery system, BMS, Auxiliary system, Fire alarm and suppression system, HVAC or Liquid cooling, PCS, DC/DC, Electrical cabinets, Combiner cabinets.

序号 Code	类别 Item	质保年限 Warranty Period	开始时间 Commencing date	备注 Remark
1	BMS 系统 BMS system	(5) 年 (5) years	i) 产品完成调试日期, 或 the date once SAT completed, or ii) 以货物被终端客户验收合格之日起或者从工厂发货之日起 6 个月起 (以较早达到之日为准) 开始计算 Starting from the date of acceptance of the goods by the end customer or 6 months from the date of shipment from the factory, whichever is earlier.	包括包装、框架和电缆; 不包括电池系统定期核容、消防气体定期补充、HVAC 或液冷机 制冷剂定期补充、风机和滤网的定期清洁 Including packaging, frame and cable, Excluding battery system regular capacity accounting, regular supplement of fire gas, regular supplement of HVAC or Chiller refrigerant, regular cleaning of fan and filter screen
2	辅助系统及配件 Auxiliary system			
3	消防报警及灭火系统 Fire protection alarm and suppression system			
4	HVAC 或液冷机 HVAC or Chiller			
5	PCS			
6	DC/DC			
7	EMS 及硬件系统 EMS and other hardware system			
8	电气柜 Oasis Power			
9	汇流柜 DC combiner box			

2.保修期限：(5)年，以货物被终端客户验收合格之日起或者从工厂发货之日起 6 个月起（以较早达到之日为准）开始计算；

WARRANTY PERIOD: (5) years, Warranty Start Date will be the date once SAT completed or 6 months starting from factory shipment (base on which is at earlier date).

3. 乙方应当为质保期内提供维修服务；如果更换了任何损坏的零件，则该更换的零件质保期将继续延续到剩余的年限。

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SUNWODA shall provide full service for Products, including Service or replacement of latest Product within the Warranty Period. During the Warranty Period, if any damaged part is replaced, the warranty for all parts will continue for the remaining period of the Warranty.

4. 从质保开始之日起（5）年内，保证所有产品符合规定的技术参数，文件要求以及标签样品，而且不存在任何的材质、适配性以及功能性方面的潜在缺陷。直流电池容量应不小于铭牌容量。容量递减按照具体的负载曲线和操作环境细化。

During the Warranty Period within (5) years, SUNWODA warrants that Products listed above comply with all agreed specifications, document and label samples, and that the Warranted Items are free from any patent or latent defects in material, fitness, and performance. The DC battery capacity shall not be less than the nameplate capacity.

5. 从质保开始之日起，产品需保证在双方签订的技术协议中要求所规定的工况条件下运行。

During the Warranty Period, the product shall be guaranteed to operate under the working conditions specified in the requirements of the technical agreement signed by both parties.

6. 初始容量以 FAT 测定值为准，需考虑放电效率；容量保证起始时间为 FAT 完成之日，保证值是基于手册的使用条件而做出的保证。

The initial capacity shall be subject to the measured value of FAT, and the discharge efficiency shall be considered; The starting time of capacity guarantee is the date when FAT is completed, and the guarantee value is based on the service conditions of the manual.

三、救济

Article 3 REMEDIES

就经供方确认未达到质量要求的产品，供方应立即自行决定修理、更换或提供额外产品，以补偿任何违反质保的产品。附加、修理或更换产品应交付至同一目的地，运送修理后的产品、用于替换原产品的新产品或额外提供的产品所适用的贸易术语及运输目的地，应当与不符合质保要求的原产品相对应的且适用本《有限质保协议》的原合同的约定一致。供方就收到的已被替换的产品享有所有权，根据本条提供额外产品及履行修理、更换义务相关的所有运输费用应由供方承担。额外或更换的产品应具有与原产品相同的型号及外观，电性能可以兼容，且技术参数与原技术协议中的规定相一致。供方根据本条的规定修理、更换或提供额外产品的，不会导致质保期限重新起算或质保期限的延长。

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For the products confirmed to fail to meet the quality requirements, SUNWODA shall immediately decide to repair, replace or provide additional products to compensate for any products in violation of this Limited Warranty. Additional, repaired or replaced products shall be delivered to the same destination. The trade terms of these additional, repaired or replaced products shall be consistent with the original products which failed to meet the quality requirement. SUNWODA has the ownership of the replaced products received, and all transportation expenses related to the provision of additional products and the performance of repair and replacement obligations in accordance with this article shall be borne by SUNWODA. The additional or replaced products shall have the same model and appearance as the original products, the electrical performance shall be compatible, and the technical parameters shall be consistent with the provisions in the original technical agreement. The repair, replacement or provision of additional products by SUNWODA in accordance with the provisions of this article will not lead to the recalculation of the warranty period or the extension of the warranty period.

四、保修措施及质保

Article 4 WARRANTY CLAIM PROCESS

保修措施：技术规格遵循以下操作参数进行保修。如果在乙方的保修期内任何设备被认为有故障，乙方将采取以下措施：

If the party A considers any Product(s) faulty while under SUNWODA's warranty and file Claims to SUNWODA, SUNWODA shall carry out the following:

1. 24 小时内通过电子邮件，微信或传真等，根据现场情况初步告知可能产生的原因，并初步告知解决办法；

1. Within 24 hours, preliminarily inform the possible causes and solutions according to the site conditions by e-mail ,WeChat, or fax etc;

2. 记录保修过程并提出详细解决方案；

2. Recording the Claim and putting forward detailed solutions solution

3.乙方应记录并提供现场报告，并附上详细的时间，零配件损耗和故障根源；

3. Party B needs to issue the On-site Report for on-site service with detailed time, components consumption, and root of the failure;

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4. 由于产品故障修理需要替换设备或备件，设备或备件的运输成本，由乙方承担。

4. Due to the need to replace equipment or spare parts for product fault repair, the transportation cost of equipment or spare parts shall be borne by the party B.

5. 非保修范围的服务，乙方可向甲方提供有偿维修服务。乙方保证同等条件下维修价格不得高于提供予其它客户之最低价格。

5. For services beyond the scope of warranty, SUNWODA can provide paid maintenance services to party A. SUNWODA guarantees that the maintenance price shall not be higher than the lowest price provided to other customers under the same conditions.

五、不可抗力

Article 5 FORCE MAJEURE

1. “不可抗力”指超出本合同双方控制范围、无法预见、无法避免或无法克服、使得本合同一方部分或的完全不能履行本合同的事件。这类事件包括但不限于地震、台风、洪水、火灾、战争、罢工、暴动、政府行为、法律规定或其适用的变化，或的其它任何无法预见、避免或的控制的事件，包括在商务实践中通常被认定为不可抗力的事件。

"Force majeure" refers to an event beyond the control of both parties to the contract, which is unforeseeable, unavoidable or insurmountable, making a party to the contract partially or completely unable to perform the contract. Such events include but are not limited to earthquakes, typhoons, floods, fires, wars, strikes, riots, government actions, changes in legal provisions or their application, or any other events that cannot be foreseen, avoided or controlled, including events generally recognized as force majeure in business practice.

2. 如果发生不可抗力事件，一方在本合同项下受不可抗力影响的义务在不可抗力造成的延误期间自动中止，并且其履行期限应自动延长，延长期间为中止的期间，该方无须为此承担违约责任。提出受不可抗力影响的一方应及时书面通知另一方，并且在随后的15日内向另一方提供不可抗力发生以及持续期间的充分证据，提出受不可抗力影响的一方还应尽一切合理的努力排除不可抗力，否则由此扩大的损失另一方可不予赔偿。发生不可抗力，双方应立即进行磋商，寻求一项公正的解决方案，并且要尽一切合理的努力将不可抗力的影响降至最小。

In case of force majeure, the obligations of one party affected by force majeure under the contract shall be automatically suspended during the delay caused by force majeure, and its performance period shall be automatically extended. The extended period is the suspended period, and the party shall not be liable for breach of contract. The party claiming to be affected by force majeure shall promptly

notify the other party in writing, and provide the other party with sufficient evidence of the occurrence and duration of the force majeure within the next 15 days. The party claiming to be affected by force majeure shall also make all reasonable efforts to eliminate the force majeure, otherwise the other party may not compensate for the expanded losses. In case of force majeure, both parties shall immediately negotiate to find a fair solution, and make all reasonable efforts to minimize the impact of force majeure.

六、 非质保条件情况

Article 6 EXCLUSIONS

乙方必须对甲方工程师进行运输、安装、操作和维护方面的培训。本保修不适用于以下但不局限于以下情况的产品：

SUNWODA has to train Party A's engineers on transportation, installation, operation and maintenance. This Limited Warranty does not cover any defects or damages but not limited caused by:

1. 未经乙方书面同意或未遵照乙方的书面指示擅自改变、修理或改造产品的；

1. Repairing, adjustment or alteration, not authorized in writing by SUNWODA;

2. 将其购买的产品或其收到的乙方更换的新产品安装后，又将产品移动或重新安装至不同于原安装地点的其他地点的；

2. After installing the purchased products or the new products replaced by the party B, it moves or reinstalls the products to other places different from the original installation place;

3. 并非由于乙方的原因在存储、运输、搬运、安装、应用、使用或提供服务过程中有错误使用、滥用、疏忽或发生意外事故等情况的；

3. Wrong use, abuse, negligence or accidents during storage, transportation, handling, installation, application, use or provision of services not due to the party B;

4. 出现不可抗力、电涌、闪电、水灾、火灾、故意破坏、篡改、意外损坏或有其他超出乙方控制的情况造成产品损坏的；

4. The product is damaged due to force majeure, power surge, lightning, flood, fire, intentional destruction, tampering, accidental damage or other circumstances beyond the control of SUNWODA

5. 未能依照产品手册进行安装使用的，或未按照乙方要求定期维护的；

5. Neglect, abuse, misuse, improper maintenance or lack of maintenance, as set forth in the Manual;

七、 责任限制

Article 7 LIMITS OF LIABILITY.

无论本《质保协议》其他条款是否有相反规定，除了本《质保协议》明确列明的保证外，供方就产品不提供其他任何明示或默示的担保及保证，且供方不承认法定的默示担保和保证，这类默示担保和保证包括就产品性能、适销性或适用于特定目的的默示担保以及就符合习惯或惯例的默示担保等。本《质保协议》提供的救济措施是客户就不符合质保的产品所能享有的唯一且排他的救济措施。在任何情况下，供方都不负责产品的性能分析、检查、诊断、移动、定期维护和清关工作，也不承担进口关税、出口关税、其他税收、重新安装的费用、特别损失、偶然损失、罚金、以及任何性质的惩罚性赔偿金或附随损失，包括因丧失利用价值而发生的损失和损害、利润和收入损失、利息费用（除非本《质保协议》明确规定应由供方承担的）、担保公司提供的担保额度下降的损失、资本成本损失或客户索赔损失等，无论这些损失是否是依据法律规定或其他约定基于违约责任、侵权责任（包含过失）或严格责任而产生。除本《质保协议》中有明确规定外，供方不承担人身伤害或财产损失和损害的赔偿责任，也不承担任何其他与《质保协议》相关的损失或损害的赔偿责任。

Except as expressly provided herein, SUNWODA makes no warranties, guarantees or conditions, express or implied, arising from or relating to the Products and SUNWODA disclaims any warranty or guarantee implied by law, including implied warranties of performance, merchantability or fitness for a particular purpose and implied warranties of custom or usage, arising from or relating to the products. The remedies for breach of this Limited Warranty are Customer's sole and exclusive remedies arising from or relating to any breach of the warranties. In no event shall SUNWODA be responsible pursuant to this Limited Warranty for any performance analysis, inspection, diagnosis, removal, customs, import duties, export duties, taxes, reinstallation costs, in respect of indirect, incidental, punitive, exemplary or consequential damages of any nature whatsoever, including losses or damages caused by reason of loss of use, loss of profits or revenue, interest charges (except as expressly provided herein), loss of bonding capacity, cost of capital or claims of customer damages, whether liability arises as a result of breach of contract, tort liability (including negligence), strict liability, by operation of law or in any other manner. Except as set out in this Limited Warranty, SUNWODA shall have no responsibility or liability whatsoever for damage or injury to persons or property, or for other loss or injury resulting from any cause whatsoever arising out of or related to this Limited Warranty.

八、 法律和争议解决

Article 8 LAW AND FORUM

与本《质保协议》相关或由此产生的任何争议，包括但不限于关于其存在、有效性、违约或终止的任何问题，应提交并根据供方和需方之间的《购销合同》下的适用法律条款和争议解决程序进行最终解决。

Any dispute relating to or arising out of this Warranty Agreement, including, without limitation, any question as to its existence, validity, breach or termination, shall be referred to and finally resolved in accordance with the applicable legal provisions and dispute resolution procedures under the Purchase and Sale Contract between Supplier and Demand.

附件 A Appendix A

响应和服务时间列表

RESPONSE & SERVICE TIME LIST

国家地区 Countries and areas	反应时间 Reaction time	方案正常反馈时间 Normal solution feedback time	欣旺达工程师现场服务时间 Sunwoda engineer onsite service time
美国	24h	2-4d	以双方协商决定

USA			Determined by mutual agreement
加拿大 Canada	24h	2-4d	以双方协商决定 Determined by mutual agreement
日本 Japan	24h	2-4d	以双方协商决定 Determined by mutual agreement
南美 South America	24h	2-4d	以双方协商决定 Determined by mutual agreement
澳大利亚 Australia	24h	2-4d	以双方协商决定 Determined by mutual agreement
欧洲 Europe	24h	2-4d	以双方协商决定 Determined by mutual agreement
非洲 Africa	24h	2-4d	以双方协商决定 Determined by mutual agreement

注：“正常的解决方案反馈时间”从客户和 SUNWODA 最终确认开始；“SUNWODA 工程师现场服务时间”从与客户最终确认的解决方案开始。

Note: “Normal solution feedback time” starts from Client claim confirmed with SUNWODA in time; “SUNWODA engineer onsite service time” starts from solution confirmed with Client in time.

为了确保产品的安全性能和操作符合制造商的初步设计，规定了以下维护和修理事项：
In order to ensure that the safety performance and operation of the Product conform to the manufacturer's initial design, the following maintenance & repairing matters are specified:

1. 客户不允许（或未经允许）：

Client must not do（or without permission）：

维修电池箱和主控箱；

Repairing battery pack/main control box;

在当地制造或者购买通讯线缆；

Making or purchasing communication cables locally;

在当地制造动力线；

Making power cables locally;

在当地维修或者替换 HVAC 或液冷机，消防系统核心部件；

Repairing or replacing HVAC or Chiller, Fire suppression system core components locally;

2. 客户允许：

Client can do:

修理或更换配电柜部件；

Repairing or replacing distribution cabinet components;

更换 ESS 模块（组件、主控制箱、IO 模块、UPS 等）；

Replacing ESS module (pack, main control box, IO module, UPS, etc);

软件升级; (BMS, EMS, PCS, DC/DC 等)

Software update; (BMS, EMS, PCS, DC/DC, etc)

现场均衡电池箱

Balancing battery pack onsite;

集装箱、HVAC 或液冷机、消防系统本地正常维护;

Container, HVAC or Chiller, Fire suppression system normal maintenance locally;

3. SUNWODA 必须做:

SUNWODA must do:

指导现场均衡电池箱;

Guided on-site balancing of battery box;

指导维修和更换 PCS 硬件;

Guided on-site repairing & replacing PCS hardware;

指导维修和更换 DC/DC 硬件;

Guided on-site repairing & replacing DC/DC hardware;

4. 处理重大故障如:

Handling major failures such as;

短路故障、核心电气元件故障 (保险丝故障、接触器故障、断路器故障)、核心结构元件故障 (电池组外壳故障、主控箱外壳故障、电池架框架故障、容器故障);

short circuit fault, core electrical components fault (fuse fault, contactor fault, breaker fault), core structural components fault (battery pack shell fault, main control box shell fault, battery rack frame fault, container fault);

Sunwoda After-sales service center
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