

Product name	Version	Classification level
	A00	Confidential
File number		

## Warranty Letter

***Sinexcel***

Shenzhen Sinexcel Electric Co. Ltd

Shenzhen Sinexcel Electric Co. Ltd (“Sinexcel” or the “Seller”) is proud of the products it manufactures and supports its products with warranties that differ depending on the product, market segment, operating conditions, and other factors.

This warranty letter (“**Warranty Letter**”) explains the limited warranty for the battery system product (“**Product**”) described in the product specifications sheet contained in the Appendix hereto and referred to as follows (“Specifications”):

Product Specification Sheet Title:

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Product Specification Sheet Date:

[2017-00-00]

Sinexcel warrants that, during the Warranty Period (see definition below), the Products supplied hereunder shall be free from defects in material and workmanship, and meet the Specifications subject to the terms and conditions below (“**Warranty**”).

1. Sinexcel purchases parts and sub-systems from multiple component suppliers to build up its PCS products. These component suppliers may include but are not limited to IGBT module and/or other electronic component suppliers, enclosure and container suppliers, rack suppliers and fire protection system suppliers. Sinexcel is responsible for managing the warranties involved with these subsystems. Part supplier and sub-system warranties will not be transferred to you (“**the Buyer**”), as the entire system is warranted under this Warranty Letter.
2. Operating Conditions - Specific operating conditions and limitations are described in the Specifications. These operating conditions are requirements by Sinexcel and any operation of the Product outside the conditions listed in the Specifications voids the Warranty. Specific conditions that are important to the operation of the Product include, but are not limited to, storage and operating temperature and humidity, maximum charge and discharge current and voltages, and state of charge operation. Seller may modify the specifications of goods designed by Seller, provided that the modifications do not adversely affect the performance of the goods.

It is the responsibility of the Buyer to maintain records and operational data that must be presented to Sinexcel upon a Warranty claim demonstrating that the Product has been operated within its specified operating conditions.

It is the responsibility of the Buyer to control any component or design provided by a third party other than Sinexcel, provided that such third party is not determined or recommended in writing by Sinexcel

3. Warranty Period – Sinexcel warrants the PCS Product, if operated within the operating conditions listed in the Specification, for a period of [2] years from the date of the Factory Acceptance Test (or shipment date) of the Product. **Extension of warranty period could be**

**purchased by the customer at pre-agreed price before shipping.** Within the Warranty Period, if the Products are determined by Seller to not be in conformity with the Specifications in any material respect due to the fault of Seller, all necessary rework or replacement and any retesting shall be at Seller's expense.

After [2] years the warranty expires, no matter how many cycles the battery has been used through the PCS, or how much energy has been cycled through the PCS.

4. Filing Procedures – If a Warranty claim need to be filed, please contact the following person immediately:

Sinexcel Warranty Service Technician

Email Address: kf@sinexcel.cn

Phone Number: +86-755-86511588

If a response is not given within [12] hours of contact, please contact your sales account manager who will direct you to the proper warranty specialist.

5. Right To Cure – If the Product falls below its performance Specifications or otherwise fails to meet the requirements listed in the Specifications, then Sinexcel has the right to remedy the problem by either repairing the Product or replacing the Product. Repair or replacement of any Product under warranty shall not serve to extend the original warranty period.
6. This warranty is in lieu of all other warranties expressed or implied, including but not limited to, the implied warranties of merchantability and fitness of a particular purpose and for all other obligations or liability on Seller's part. Seller neither assumes nor authorizes any other person to assume for sell any other liability in connection with the sale of said products.
7. Inspections, Acceptance, Rejection – The Buyer is encouraged to inspect the Product prior to shipment. Inspections shall be made within 10 days of written notice that the product will be ready for inspection. During the inspection, the Buyer will take all precautions so as to not interfere with Seller's employees or work operations during the visit. All info gained during inspections is deemed "**confidential**" and can only be used for enforcement of the terms of this Agreement. If the Product is not inspected prior to shipment, the Product must be inspected within 15 days of signature of delivery receipt and either accepted, rejected, or conditionally accepted. If the Product is conditionally accepted, specific actions that must be taken to reach acceptance shall be documented and provided to Sinexcel. **The warranty does not cover the damage during shipment**, which may be covered by extra paid warranty after written approval by Sinexcel.
8. Tampering – If the Product, purchased by the Buyer, is in any way tampered with, the Warranty is void. The Product modules may not be opened; the firmware may not be reprogrammed, etc. The Warranty is also void as to Products and/or any products manufactured or integrated by Buyer which contain the Products which are determined by Seller to have been subjected to abuse, mishandle, misuse, negligence, accident or faulty repair of the Products by Buyer or any third party (other than Seller or an Seller representative or contractor) after receipt of the Products by the Buyer.

- 9. Acts of God – The Warranty does not apply in the event of any inevitable or unpredictable event beyond the control of Seller causes any failure in the use, operation or meeting the Specifications of the Products so delivered to Buyer.
  
- 10. After the Warranty Period, Seller may choose to repair and replace any malfunction Products for reasonable prices which shall be mutually agreed by the Buyer and Seller in writing.
  
- 11. Seller may provide technical, applications or design advise, quality or characterization and reliability data, or service in connection with buyer’s order providing these items shall not expand or otherwise affect sellers warranty of warranty liability set forth above and no obligation or liability shall arise from sellers provision of such items.
  
- 12. Limitation of Damages: In no event, shall Seller be liable to Buyer or any third party for lost profits, or loss of use, or for incidental, consequential or special damages, arising out of or related to the purchase, installation, use or performance of Seller’s product(s) or any default of Seller under Seller’s terms and conditions of sale.

Acknowledged by Buyer

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_