



JINKO RESS LIMITED WARRANTY

VERSION 2

Jinko Solar Import and Export Co., Ltd. (“**Jinko**”) generally provides the Limited Inverter Performance Warranty and Limited Battery Performance Warranty (“**Warranty**”) set forth herein to the original purchaser and its permitted successors and assigns (“**Customer**” or “**Customers**”) with respect to JKS-5HLVS-ABI Hybrid Inverter (“the inverter”) and JKS-B51XXX-BI series (Cobalt free LiFePO4), including battery Module: JKS-B5150-BI (2.56 kWh, 51.2V, 30kg) (“the battery”). The inverter and battery may hereinafter be referred to each as a “**Goods**”.

1. WARRANTY START DATE.

Subject to the exclusions set forth at Clause 4, Jinko provides the Warranty set forth herein for the Goods commencing upon the earlier of (a) the date of installation of the Goods at the Customer’s property or (b) the date which is three (3) months from the date the Goods were delivered by Jinko to the first customer.

2. WARRANTY PERIOD.

Beginning on the Warranty Start Date, Jinko provides a non-transferable warranty for a period of **10 years** for the inverter and battery.

During the respective warranty period stipulated below, Jinko warrants that the Goods are free from material defects in design, materials and workmanship that impair the performance of the Goods.

These warranty terms & conditions only apply for devices originally purchased from Jinko for selling and installation in the defined destination set forth in the purchase orders in the oversea market (out of China), unless there are specially stipulated.

Warranty Period subjects to the Warranty terms & conditions, as well as the exclusions describes below.

3. LIMITED BATTERY PERFORMANCE WARRANTY.

Jinko warrants that the warranted battery retains at least **70%** of Nominal Operation Energy (The Nominal Operation Energy is **2.56 kWh** for each JKS-B5150-BI Cobalt free LiFePO4 battery, hereinafter refers to as Nominal Operation Energy) for **the first 5 years** warranted period, and, if applicable, at least **50%** of Nominal Operation Energy for **another 5 years** after under proper conditions of the use during the period of battery performance warranty.

The term “Nominal Operation Energy” herein means the initially rated operation capacity of the battery, stated on the battery specification or battery User Manual.

The precondition of the valid performance warranty shall be as follows:

- (1) The ambient temperature during the operation of the warranted battery must not fall below -10°C or exceed 45°C at all times; when storing the ambient temperature must not fall below -20°C or exceed 45°C ; and
- (2) The warranted battery should not be exposed to a temperature exceeding 50°C at any times; and
- (3) The prerequisite for warranty of performance mentioned below must be met.

The prerequisite as follows:

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Accumulated discharge energy should not be more than 300 (three hundred) times of Nominal Operation Energy per year. The warranted usable operation energy (percentage) will be adjusted every year if the customer fails to fulfill such requirement according to the following conditions (Calculation for **each** JKS-B5150-BI Cobalt free LiFePO4 2.56kwh battery):

Reduced Yearly Usable Rate [%] = (Accumulated Energy – 768 kWh) / 768 kWh) × 100%

(768 kWh = 300 x 2.56 kWh, saying as Standard Yearly Accumulate Energy)

The total reduced warranted usable energy is the summation of Reduced Yearly Usable Rate in each year warranted.

- If 0% < Total Reduced Usable Rate <10%, then the warranted usable operation energy will be reduced by Usable Rate ×0.5
- If 10% ≤ Total Reduced Usable Rate <20%, then the warranted usable operation energy will be reduced by Usable Rate ×0.8
- If 20% ≤ Total Reduced Usable Rate <30%, then the warranted usable operation energy will be reduced by Usable Rate ×1.3

In the event of the battery had accumulated for years, but no detailed data for each year. Then the following calculation conditions will apply:

Total Reduced Usable Rate [%] = ((Total Accumulated Energy/ Number of accumulate years – 768 kWh) / 768 kWh) × Number of accumulate years × 100%

- If 0% < Total Reduced Usable Rate <10%, then the warranted usable operation energy will be reduced by Usable Rate ×0.6
- If 10% ≤ Total Reduced Usable Rate <20%, then the warranted usable operation energy will be reduced by Usable Rate ×0.9
- If 20% ≤ Total Reduced Usable Rate <30%, then the warranted usable operation energy will be reduced by Usable Rate ×1.4

In any event, if the calculated Total Reduced Usable Rate is more than 30%, then the performance warranty is void due to the overuse or misuse.

Example 1, if the year 1 accumulated discharge energy is 800 kWh, then the warranted usable energy would be reduced by 2.08% because:

Use rate: 4.16 % = (800-768) / 768 x 100%

Reduced warranted usable energy: 2.08% = 4.16 % * 0.5

And, if the year 2 reduced warranted usable energy calculated is 2.5%,

Then the Total Reduced Warranted Usable Rate are 2.08%+2.5%=4.58%.

Example 2, if the accumulated discharge energy for 3 years is 2500 kWh, then the warranted usable energy would be reduced by 5.10% because:

Usable rate: 8.50 % = ((2500/3-768) / 768) x 3 x 100%

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Reduced warranted usable energy: $5.10\% = 8.50\% * 0.6$

The calculation method for battery Model with several JKS-B5150-BI (2.56 kWh, 51.2V, 30Kg) Modules would be accordingly. But the Standard Yearly Accumulate Energy would be $N * 768 \text{ kWh}$ ($768 \text{ kWh} = 300 \times 2.56 \text{ kWh}$, N stand for number of JKS-B5150-BI battery modules).

For claiming Warranty of Performance, proof of accumulated date shall be submitted. Proof of accumulated date can represent as: Jinko device monitoring date, pictures of JINKO STORAGE DEVICES LCD display showing the total discharge energy. In addition, in the event of no proof of battery accumulated data can be provided, the Warranty of Battery performance is NOT valid or covered.

In addition, after the battery warranty had expired, customer (installer or end user) is required to remove the battery from the storage system, contact the supplier and replace it with a new or proper one under warranty. Jinko does not responsible for unexpected hurt, damage or sequence (electric shock, fire, etc.) for warranty expired or void batteries.

4. EXCLUSIONS OF WARRANTY

This warranty includes defects of design, components and manufacturing, but excludes from the following damage due to:

- Breaking the product seal (opening the casing);
- Transport damage, or other kind of physical damage, example, damage from falls;
- Use with other devices instead of JINKO STORAGE DEVICES, constantly or temporarily; For example, charge with other devices instead of JINKO STORAGE DEVICES, use as DC source for other devices;
- Outdoor installation or outdoor usage without proper shelter;
- Failure to observe the user manual, the installation guide, and the maintenance regulations;
- Unauthorized Modifications, changes, or attempted repairs;
- Incorrect use or inappropriate operation; Connect or mix with different type of battery modules;
- Insufficient ventilation of the device; Installation under the direct sun light; Installation adjacent to thermal source;
- Fail to meet the storage temperature requirement: -20°C to $+45^{\circ}\text{C}$;
- Fail to meet the operating environmental requirement: charging temperature -10°C to $+45^{\circ}\text{C}$, discharging temperature -10°C to $+45^{\circ}\text{C}$; humidity ranges 5% to 95% no condensation, installation altitude should be less than 2000 meters;
- Failure to observe the applicable safety regulations;
- Defects or non-conformities which are caused by normal wear and tear;
- The serial number on the Product can no longer be identified or has been modified;
- Force majeure and any other such defects caused by external influences including unusual physical or electrical stress (power failure surges, lightning, flood, fire, storm, over voltage, accidental breakage);

The warranty does not apply if the obligations and exclusions described above are not complied or not observed.

5. WARRANTY CONDITION

It is required that the battery system (charge & discharge device and the battery itself) should under monitoring on Jinko monitoring platform. The battery warranty would reduce to **3 years** without monitoring.

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Jinko monitoring platform would monitor the battery's performance constantly, report battery failure when it occurs. The monitoring allows us to diagnose and fix the problem remotely. Each time if a warranty claim is made for a battery that without monitoring, then the installer or the end user is obliged to organize a qualified personnel to conduct an onsite inspection & data collection under the instruction of Jinko.

A warranty case occurs when the battery shows a malfunction which no longer enables the intended use. Please report defective devices with a detailed error description and the error code displayed on JINKO STORAGE DEVICES LCD screen.

If a device becomes defective during the agreed Jinko factory warranty period and provided that it will not be impossible or unreasonable, the device will be, as selected at discretion of Jinko:

- Repaired by Jinko, or
- Repaired on-site, or
- Exchange for a replacement device of equivalent value according to the model and age.

In the latter case, the remainder of the warranty entitlement will be transferred to the replacement device. In this case, you do not receive a new warranty card or certificate since your entitlement is documented at Jinko.

In any event, a replacement or repair shall not justify the renewal or new beginning of the warranty period. In the event of the warranted Goods model is not available in the market anymore, then Jinko, it's eligible to at its own discretion, replace it with different kind of product with equivalent functions and performances

In any event, the installation of the Goods for customer shall be completed within **3 (THREE)** months from the date of delivery from Jinko.

In the latter 5 years, Jinko have the exclusive right to determine how to carry out the remained Goods warranty, including buy it back with a pro rata / proper price according its remaining warranty period or performance conditions, or renew it by a recent technology brand new product with a reasonable price payable by the customer. In case Jinko provide replacement for customers, Jinko are not responsible for any other sorts of costs during the service procedure in that period, including (but not limited to) logistics fare, labor cost, any kind of compensation. Also the replacement may have a little flaw on its surface, and the warranty excludes any general defects, if the inverter is still generating power to grid, or if the battery is still can be charging and discharging.

Excessiveness in the meaning above exists in particular if the cost of the measures for Jinko would be unreasonable

- In view of the value that the device would have without the defect, and
- Taking into account the significance of the defect, and
- After consideration of alternative workaround possibilities that Jinko customers could revert to without significant inconvenience.

In the event that the reported defect or malfunction is caused by installation errors or incorrect connection of the equipment the customer will be required to pay the costs related to the unduly performed assistance activity.

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This warranty does not cover superficial or cosmetic defects, dents, marks or scratches, which do not affect the proper function of the battery, especially for warranty replacement devices.

Due to the technological progress, the replacement part or replacement device provided may not be compatible with the system monitoring or monitoring device, or other components installed on-site. Costs incurred as a result are not part of this warranty service and will not be covered by Jinko.

Except as herein expressly stated, there are no warranties or conditions, express or implied, by operation of law or otherwise, for any Jinko warranted battery thereof furnished hereunder. The parties agree that the implied warranties of merchantability and fitness for a particular purpose and all other warranties and/or guarantees, express or implied, are excluded from this transaction and shall not apply for the warranty of battery.

All other claims are excluded, in no event shall Jinko be liable for any special, incidental or consequential damages of any nature whatsoever for any reason (including, without limitation, lost profits, loss of use, loss of equipment or loss of revenues), regardless of the legal theory on which any such claim may be made, even if advised of the possibility of such damages. Claims that go beyond to get a warranty replacement, in particular claims for compensation for direct or indirect losses including (by not limited to) labor cost and other kind of expenditures for carrying out the battery warranty, logistics fees, loss of electricity profits, etc., are also not covered by this warranty, unless Jinko is subject to statutory liability. In such cases, please contact the company that sold you the device. Possible claims in accordance with the product liability law remain unaffected.

This warranty does not restrict the warranty claims of the purchaser arising from the purchasing contract entered into with the seller of the batteries.

6. WARRANTY CLAIM DOCUMENTS

Please report the defective device to your supplier with the warranty card completed, in no later than 14 days after signs arise of a problem that might lead to a claim.

Supplier or end user is required to send the warranty claim form to Jinko or Authorized service partner with all the necessary information.

The warranty shall be performed if all of the following conditions are met:

This warranty card is present in its original form.

The original purchase & installation invoice of the battery, indicating the date of purchase or installation. And, a commissioning report signed by the end user and the installer, for the product installing and commissioning.

Jinko's User manual provided with the battery has been followed.

The battery has consistently been used as intended at all times.

The detailed description about the warranty, and the evidence to prove this claim, including photographs, videos and data.

Any additional materials or evidence reasonably requested by Jinko, and other claim form if requested by Jinko.

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The capacity of the battery is under 50% of the Nominal Operation Energy of the within 10 years from the date of warranted period. Customer cooperates in determining whether or not the Nominal Operation Energy has been achieved by providing Jinko evidence via the monitoring system or JINKO STORAGE DEVICES or it can be measured and calculated using the following testing method and values:

- ① Ambient temperature: $25\pm 2^{\circ}\text{C}$
- ② Initial temperature detected by BMS: $25\pm 2^{\circ}\text{C}$
- ③ Charge and discharge test method:

Testing method: Test environment: $25\pm 2^{\circ}\text{C}$

- 1) Discharge at a constant current of 0.2C (10A) until the lowest cell voltage is less than or equal to 2.5V or discharge according to the discharge mechanism recommended by Jinko to the discharge cut-off condition specified by Jinko;
- 2) Let stand for 30min or according to the shelf time specified by Jinko (stand still until the battery cell temperature reaches $25\pm 2^{\circ}\text{C}$);
- 3) Charge with a constant current of 0.2C (10A) to a total voltage of 56.4V, and charge with a constant voltage until the current is less than 0.02C (1A) or the highest cell voltage up to 3.65V. Or according to the charging mechanism recommended by Jinko to charge until reach to cut-off condition specified by the manufacturer;
- 4) Let stand for 30min or according to the shelf time specified by Jinko (stand still until the battery cell temperature reaches $25\pm 2^{\circ}\text{C}$);
- 5) Discharge at a constant current of 0.2C (10A) to the lowest cell voltage $\leq 2.5\text{V}$, or discharge according to the discharge mechanism recommended by Jinko to the discharge cut-off condition specified by Jinko; Record the total discharge amount during the discharge process (Q01 is calculated in Ah);
- 6) Let stand for 30min or according to the shelf time specified by Jinko (stand still until the battery cell temperature reaches $25\pm 2^{\circ}\text{C}$);
- 7) Repeat steps 2-6, the discharge capacity is Q02, Q03 respectively, then the arithmetic average of the three discharge capacity is Q0. If the deviations of the test results Q01, Q02, Q03 and Q0 are all less than 1%, then Q0 is the available capacity of the battery system. If the deviation of the test results Q01, Q02, Q03 and Q0 is not less than 1%, it is necessary to repeat the available capacity test process until the discharge capacity for three consecutive times meets the conditions for the available capacity confirmation.

And the warranty condition is not affected by the Exclusion of Warranty stated above.

To make a warranty claim under this warranty, the installer or the end user must contact us as below, download a "Customer complaint application form of RESS" on the website <https://jinkosolarenergystorage.com.au/>, then via email address BESS_AU@jinkosolar.com.

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ADD: Suite 26, Level 2, 152 Marsden Street, Parramatta, Australia

In any event, submit the warranty claim form to Jinko within 1 (ONE) months on the failure of the inverter or battery. Jinko will examine the submitted evidencing documents and then will decide whether to collect the inverter or battery and conduct a further inspection to verify the remaining capacity of the battery. In the case of the inspection of the remaining

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capacity indicates that the guaranteed capacity was not fallen short of, the costs and expenses associated with such inspection shall be reimbursed by Customer.

Jinko may contact customer for further details, in regards to the defective Goods, requiring to complete root cause analysis testing of the product, or provide further evidence that can support the warranty claim.

Please store this warranty certificate in a safe place together with the original purchasing & installation invoice, and other related materials for the warranted Goods. To determine the warranty entitlement, please submit copies of the warranty claim documents listed in above. Otherwise, Jinko is entitled to refuse warranty services.

In Australia, our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.

Please note Jinko reserve the ultimate explanation right on the Goods warranty.

7. MONITORING MODULE AND SMART METER WARRANTY

The warranty period of Monitoring module (WIFI AND LINK) and Smart meter (SPM) is **1 year**, during warranty period, if there are any quality questions, Jinko is responsible for free replacement.

This Clause 7 is applicable to the following specification.

SHINE WIFI-X, JKS-WIFI-BI

SHINE LINK-X, JKS-LINK-BI

SPM, JKS-SPM-B1

8. FEES FOR AN INVALID WARRANTY CLAIM

For any warranty claim proves to be beyond this Limited Warranty, Jinko will charge customer reasonable fees including but not limited to service fees, transportation fees, costs related to independent testing by an Independent Testing Lab and costs of supplying spare parts.

9. GOODS LIABILITY AND GOODS SAFETY

Any Customer shall inform Jinko immediately, without any unreasonable delay, about any real or potential Goods safety concerns within and outside the warranty period. Customer shall inform aforesaid safety risks within three (3) calendar days when the risk of causing any damage is immediate and high. The Customer shall be liable for all actual damages and compensations for its failure of to promptly and timely provide notification to Jinko.

10. LIMITS OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LIMITED WARRANTY, EXCEPT AS EXPRESSLY PROVIDED HEREIN, JINKO MAKES NO WARRANTIES, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED, ARISING FROM OR RELATING TO THE GOODS AND JINKO DISCLAIMS ANY WARRANTY OR GUARANTEE

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IMPLIED BY LAW, INCLUDING WITHOUT LIMITATION 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 JINKO BE RESPONSIBLE PURSUANT TO THIS LIMITED WARRANTY FOR ANY PERFORMANCE ANALYSIS, INSPECTION, DIAGNOSIS, REMOVAL, CUSTOMS, IMPORT DUTIES, EXPORT DUTIES, TAXES, REINSTALLATION COSTS, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION 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, JINKO 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.

11. LAW AND FORUM

Any dispute related to or arising out of this Limited Warranty, including without limitation any question regarding its existence, validity, breach, or termination, shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the purchase agreement between the original Customer and Jinko. As a condition to any obligation of Jinko hereunder, Jinko may require any Customer seeking to enforce this Limited Warranty to execute such additional agreements as may reasonably be required to enforce the terms of this Clause 11.

12. MERGER CLAUSE

This Limited Warranty sets forth the entire agreement and understanding of Jinko and the Customer relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

13. SEVERABILITY

If one or more provisions of this Limited Warranty are held to be unenforceable under applicable law, Jinko and the Customer agree to renegotiate such provision in good faith. In the event that the both Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Limited Warranty, (b) the balance of this Limited Warranty shall be interpreted as if such provision were so excluded and (c) the balance of this Limited Warranty shall be enforceable in accordance with its terms.

14. MISCELLANEOUS

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The terms of this Limited Warranty are conditioned upon their incorporation in a contractual agreement between Jinko and Customer, and when incorporated to such contractual agreement, this Limited Warranty shall be subject to the terms thereof and subject to modification when incorporated therein. Jinko reserves the right to modify or update this Limited Warranty at any time, with or without notice.

【End of Limited Warranty】

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