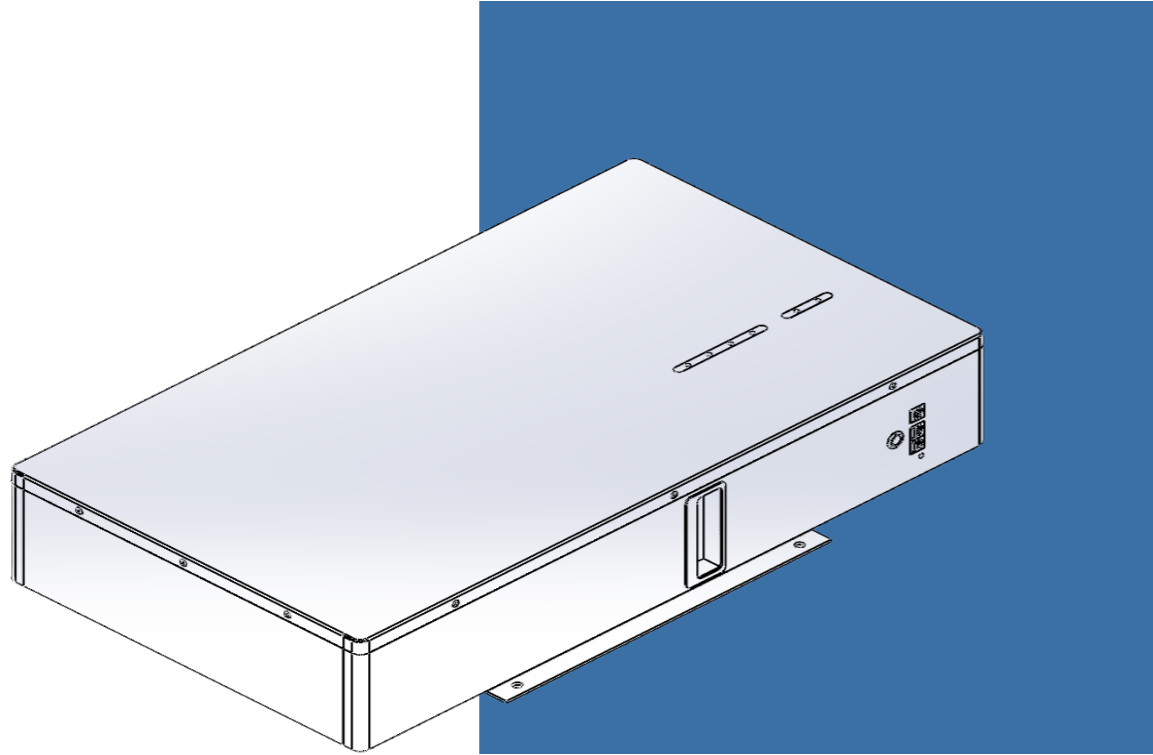


KTECH Warranty Terms and Policies



This limited warranty letter (hereinafter referred to as "Warranty") applies to the Ktech KS/NP Series (hereinafter referred to as "Product") provided by Ktech Energy Co., Ltd (hereinafter referred to as "Ktech") to the original end user through authorized channels.

1. Warranty Period

1 Product Quality Warranty

Unless otherwise specified in this warranty, the product warranty period is five (5) years from the invoice date.

2 Capacity Performance Warranty

Ktech guarantees that the product will retain 80% of usable energy for five (5) years from the invoice date (at no additional cost) or meet the minimum output energy capacity of 80% calculated from the invoice date, whichever occurs first.

3 Capacity Performance Warranty for Subsequent Battery Increase

Subsequent batteries are those replaced after the initial installation ("Subsequent Products"). Ktech guarantees that the Subsequent Products will retain 80% of usable energy for five (5) years from the invoice date of the Subsequent Products.

2. Preconditions for Warranty

- 1 The product must be within the warranty period.
- 2 Any product failure, fault, or warning information must be reported to Ktech or Ktech authorized service partner within 2 weeks of occurrence, in the form specified in Clause 10 of this warranty.
- 3 The product must be installed by personnel recognized or authorized by Ktech.
- 4 The end user must operate and use the product correctly according to the User Manual and Installation Guide.

- 5 The end user must provide proof of the original purchase of the product.
- 6 The installation of the product for the end user must be completed within 1 month from the date the title of the product is transferred from Ktech to the original end user.
- 8 This warranty covers a capacity equivalent to 1 full cycle per day.
- 7 The ambient temperature during the operation of the product must not exceed the temperature range of - 10°C to 50°C . The product must not be exposed to or stored in temperatures higher than 50, and must not be installed in areas exposed to direct sunlight. The battery installation location must be ventilated according to the requirements of the User Manual and Installation Guide.
- 9 The product is not suitable for supplying life-sustaining medical devices and automotive applications.

3. Replacement or Repair

- 1 If any product covered by the warranty is confirmed by Ktech to be defective or non-conforming, Ktech will, at its own discretion, replace or repair the defective or non-conforming product. Any maintenance or replacement will not be considered as an extension or recalculation of the warranty period.
- 2 Ktech will be responsible for the approved repair or replacement costs related to the non-conforming or defective product. Ktech reserves the ownership of replaced batteries or products. Unless otherwise agreed by Ktech, the replaced batteries or products must be returned by the end user to the place designated by Ktech in the same or similar packaging within 4 weeks.
- 3 If Ktech has discontinued the manufacture of the product in question at the time the related warranty claim is confirmed, Ktech shall, at its sole option, replace it with a different type of product (of mutually agreed size, color, shape, and/or power) or refund the purchase price agreed upon by Ktech and the end user.
- 4 Replaced batteries, components, or products may not be brand new but must meet the quality and specification requirements of the product specifications.

4. Exception of Warranty

- 1 Warranty period expires.
- 2 Product damage and defect caused by End User's improper use, misuse, abuse, which non-conforming with User Manual.
- 3 Damage caused during transport, incorrect product installation, removal exceed of temperature range during use and improper use.
- 4 Disassemble, repair, or modify the product without Ktech's authorization.
- 5 Any changes to the installation do not in accordance with the Installation Guidance.
- 6 Product damage caused by maintenance and other services not conducted by personnel authorized by Ktech.
- 8 External influences including unusual physical or electrical stress (power failure surges, inrush current
- 7 End user fails to provide correct product serial number or product serial number is undecipherable or modified without permission, lightning, flood, fire, accidental breakage, etc.)
- 9 Product damage caused by external force, force majeure (unforeseeable, unavoidable and insurmountable objective events, including but not limited to war, civil war, strike, riot or other activities intervened by government) or other third party.

- 10 The defect cannot be overcome under the technology condition when the products sold to end user.
- 11 Defects of products arising due to technology update, or renewal of the national or regional laws or regulations.
- 12 Product damage caused by end user deliberately or by willful act.
- 13 Product failure is not reported to Ktech or Ktech authorized service partner within 2 weeks of appearance.
- 14 Purchase and install product against the applicable country which is listed in this warranty.

In case a warranty claim is reported which shows not to be valid, the costs incurred by Ktech or installer due to this non-applicability of warranty claim shall be covered by end user unless this non applicability was not visible for end user according to given circumstances.

5. Applicable Law

The product warranty is subject to the local law and cannot be excluded under the local law. If any provision of this warranty shall be declared void or unenforceable by any court or administrative body of competent jurisdiction, such provision shall be deemed to amended to achieve as nearly as possible the same economic effect as the original provision deleted from this warranty and the remaining provisions of this warranty shall continue in full force and effect.

6. Warranty Restriction

Unless otherwise specified herein, to the extent permitted by applicable law, the Warranty Letter and above remedies shall be exclusive and replace all other guarantees and remedies, oral or in writing, expressed or implied. To the extent permitted by applicable law, Ktech Energy expressly reject any and all legal or implied warranty, including but not limited to warranties of merchantability, fitness for a particular purpose and hidden or potential defects. If Ktech cannot abandon implied warranty as prescribed by applicable law or the guarantee specified by applicable laws, all of such guarantees and warranties shall limit to implied warranty as prescribed by applicable law or the scope within applicable laws and shall be under mandatory application according to applicable law. No distributor, agent or staff of Ktech is authorized to make any revision, extension or addition to the quality warranty. The legality and enforceability of remaining clauses herein shall not be affected or damaged if any of clauses herein is adjudged to be illegal or unenforceable. Unless otherwise specified herein, to the maximum range permitted by applicable law, Ktech will not be liable for any direct, indirect, special, accidental or derivative losses caused by the purchase or use of products and its system, including but not limited to the loss of use, loss in income, actual or expected loss in revenue (including contract revenue losses), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, personal injury or damage loss, or the indirect or derivative loss or damage (including any expense arising from the replacement of equipment and property, resumption of production, etc.) caused by any reasons.

Ktech's liability from any cause what so ever shall in no event exceed the amount of the purchase price paid by end user to Ktech for such product giving rise to the liability.

7. Update of Warranty

To the extent permitted by the applicable law, Ktech reserve the right update this warranty from time to time, and such update may be published on the official website of Ktech or sent by email or to the address of End User (If provided by end user when purchase the products). This warranty expires automatically upon the updated version of warranty standard issued by Ktech.

8. Out Of Warrantys

As for the service for the products out of warranty, Ktech agrees to provide certain after sales service to End User upon the written request, and all the costs and expenses which include but not limited to the materials, parts or labor costs, shall be borne by end user. In case of end user give written notice to request the service out of warranty, end user shall provide detail description of defects so that Ktech is able to detect whether such defect can be cured or not. For the avoidance of doubt, in no event will Ktech be liable for the service out of warranty, and this clause 9 will not constitute the promise of Ktech to provide such service out of warranty.

9. Warranty Claim

Warranty claim shall be reported to Ktech or Ktech authorized service partner in below format:

1. Product Type
2. Serial Number
3. BMU Serial Number
4. Installation Date
5. Invoice Number
6. Detailed information of the entire power generation system (including components, circuit connections, etc.)
7. Previous error information (if any, please provide).

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