

Annex 1 PowerMount Series Warranty Terms and Conditions

1. Overview

These Warranty conditions and terms are applicable in all the EEA Countries and the UK.

This Limited Product Warranty covers the “Covered Products” defined in the table below, is valid only for the duration of the applicable “Warranty Period” defined in the table below and are subject to the following terms and conditions:

No.	Covered Product	Warranty Period
1	PowerMount series product XX kW/XXX kWh	Sixty (60) months starting ninety (90) days after shipment, or 3000 cycles, whichever comes first.

During the warranty period, if the damaged part is replaced, the remaining warranty period of the part will keep the previous warranty period.

During the Warranty Period, in the event that a Covered Product is found to have a non-conformity or defect in the workmanship or materials occurring during normal use of the Covered Product, Dunext Technology Suzhou Co., Ltd. (Abbreviated as Dunext) will, subject to the terms set out below, repair the Covered Product that is functionally equivalent (in relation to feature, function, default software version) and the terms of this Limited Product Warranty shall apply to any repaired products supplied by Dunext under this Limited Product Warranty.

2. Warranty Claim Process

To make a Warranty claim under the warranty, the customer can reach Dunext via the email:

NO.	Service Email Address	Region/Country
1	service@dunext.com	EU
2	service.poland@dunext.com	Poland

1. Name, address, postcode, telephone number and a valid email address where customer can be reached;
 2. Product serial number (It is affixed to the side of the product);
 3. Proof of purchase receipt;
 4. Short description of the non-conformity or defect; including but not limited to input & output parameters, alarm information and data exported from the product.
 5. A commissioning report or any document that could help clarify the issue;
- If the product is confirmed faulty by Dunext service team and the product is under warranty period, Dunext service team will deliver a spare part to customers. Dunext will be responsible for the delivery of the spare part and picking up the faulty part.

Customers have the responsibility to pack the faulty part in original or equivalent packaging and Dunext will arrange the collection in two weeks (14 days).

Dunext reserves the right to decline the replacement of the product if it cannot meet the terms and conditions. Also, Dunext reserves the right to charge the customer, labor, transportation, accommodation charges for its service team, if they require(s) or necessary to be on site.

3. Extension of Warranty Period

The PowerMount series product is available to extend from 6 to 10 years warranty period. The Extended Warranty can be purchased at the time of original purchase of products, or within the first year warranty period.

4. Exclusions

This Limited Product Warranty does not cover defects or damage resulting from:

1. The warranty does not cover damages incurred as a result of the incorrect installation or usage of the equipment in accordance with the user manual;
2. Failure by the Customer to install and operate the Product in accordance with the Dunext product specifications;
3. The Covered Product being used other than its normal and customary manner;
4. Unauthorized disassembly, repair, alteration or modifications misuse, abuse, intentional damage, negligence or accidental damage;
5. Improper testing, operation, maintenance, or installation including without limitation:

- a. Failure to meet the system requirements provided in writing for a safe operating environment or external electric parameters;
 - b. Failure to operate the Covered Products in compliance with the operation manual and/or user guides of the Covered Products;
 - c. Relocation and installation of the system other than in compliance with Dunext' s requirements;
6. Damage due to use of incorrect voltage
7. Damage directly caused by problem in the system infrastructure.
8. Improper storage, shipping, handling or usage of the Covered Products;
9. Force majeure events (including but not limited to act of public enemy, acts of governmental bodies or agencies foreign or domestic, sabotage, riot, fire, floods, typhoons, explosions or other catastrophes, epidemics or quarantine restrictions, labour unrest, or labour shortages, accident, freight embargoes, or any other event beyond the control of Dunext) for the period of time occasioned by any such occurrence.

The Limited Product Warranty does not cover cosmetic damage or superficial defects, dents, marks or scratches which do not influence the proper functioning of the Covered Product.

5. Limitation of Liability

This Limited Product Warranty shall be in lieu of all other warranties, unless otherwise agreed on a given contract signed between Dunext and the Customer, conditions or guarantees as to description, quality, fitness for any particular purpose, satisfactory or merchantable quality of the Covered Products or any other warranty, condition or guarantee whether express or implied.

Dunext shall not be under any liability whether in contract, tort or otherwise in respect of any non-conformity of or defect in the Covered Products or for any injury, damage or loss resulting from such non-conformity or defect or for any loss of contracts, loss of revenue, loss of use or profits or business, business interruption or any additional operating expense or indirect, consequential or economic damages or losses whatsoever, howsoever caused. The remedies specified in this Limited Product Warranty shall be the Customer' s sole and entire remedy in respect of any non-conformity of or defects in the Covered Products.

Notwithstanding the foregoing, nothing in this Limited Product Warranty shall limit

Dunext' s liability for:

- (i) death or personal injury;
- (ii) fraud or fraudulent misrepresentation; or
- (iii) any other liability that cannot be limited or excluded as a matter of law.

The following auxiliary materials and mechanical parts are expressly excluded from this Warranty:

--Consumables:

including but not limited to cables, emergency light bulbs, fluorescent lamps, silica gel, hand-held fire extinguishers, door frame seals, container door trips, smoke alarms, wall switches, door padlocks.

--Mechanical parts:

including but not limited to battery racks and mechanical parts.

--Cabinets and accessories:

including but not limited to cabinet mechanical parts, documents, product accessories, installation accessories and tools.

Notes:

1. No one other than an authorized representative of Dunext may make any modification, extension, or addition to this Limited Product Warranty.
2. If any provision of this Limited Product Warranty is held by any court or award in arbitration to be invalid or unenforceable, the validity or enforceability of such provision shall not affect the other provisions of this Limited Product Warranty which shall remain in full force and effect.
3. This warranty is governed by and construed under the local laws.