



JINKO C&I ESS LIMITED WARRANTY

VERSION: MAY22

Jinko Solar Import and Export Co., Ltd. (“**Jinko**”) generally provides the Limited Product Warranty and Limited Battery Performance Warranty (collectively, the “**Warranties**” or “**Limited Warranty**”) set forth herein to the original purchaser and its permitted successors and assigns (“**Customer**”) with respect to all commercial and industrial (Here by calls “C&I”) energy storage systems sold by Jinko under purchase agreements signed on or after May, 2022 (“**C&I ESS**” or “**Goods**”). Specifically, C&I ESS or Goods in this Limited Warranty shall mean 50kWh~3000kWh hybrid or off grid C&I energy storage systems. Jinko and Customer may hereinafter be referred to each as a “**Party**” and collectively as the “**Parties**”.

- 1. WARRANTY START DATE.** Subject to the exclusions set forth at Clause 6, Jinko provides the Warranties set forth herein for the Goods commencing upon the earlier of (a) the date of commissioning of the Goods at the Customer’s property or (b) the date which is six (6) months from the date the Goods departure from Chinese export ports (“**Warranty Start Date**”).
- 2. LIMITED PRODUCT WARRANTY.** Beginn on the Warranty Start Date and 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 C&I ESS (“**Limited Product Warranty**”).

Equipment Parts	Warranty Period of Limited Product Warranty
Battery Racks	Five (5) years
BMS	
PCS and Isolation Trasformer	
DCDC Converter	
Static Trasfer Switch	
HVAC system	



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FFS
GPC
Container and auxiliaries

3. LIMITED BATTERY PERFORMANCE WARRANTY

Starting from the Warranty Start Date, subject to the following conditions, Jinko warrants that the Degradation Rate of the battery in the C&I ESS shall not exceed thirty percent (30%) until the earlier of (a) the date which is ten (10) years following the Warranty Start Date, or (b) the date on which the battery system reaches 5000 operation cycles (“**Limited Battery Performance Warranty**”).

- (A) The battery cell depth of discharge shall not exceed 90%;
- (B) The temperature inside the battery container during the operation must within the range from 20°C to 30°C;
- (C) when storing the ambient temperature must not fall below -20°C or exceed 50°C;
- (D) accumulated discharge energy should not be more than 365 times of nominal operation energy per year;

4. CLAIMS

4.1 Customer shall bear the burden of establishing a breach of Warranties hereunder. If Customer believes there has been a breach of the Warranties, then Customer shall promptly, and not later than fourteen (14) days after knowledge thereof, provide notice to Jinko setting forth the following information related to the claim:



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- (A) The fully executed contracts or agreements and invoices for the procurement of the Goods; (B) The Goods model type and serial number;
- (C) Materials showing the system configuration details (panels per string, number of strings, parallel or in series scheme, grid category, grid voltage rating, grid frequency rating, etc.);
- (D) A claim form if requested by Jinko;
- (E) The specific claims and detailed description about the breach of Warranties, and the evidence to prove the breach, including photographs and data;
- (F) Physical address where the Goods are used, and contact information;
- (G) Any additional materials or evidence reasonably requested by Jinko.

4.2 Jinko shall have the right to reject the claims without bearing any responsibilities for the rejection if the Customer fails to provide notice within the aforementioned fourteen (14) days or has not completely provided the aforementioned information.

4.3 Notwithstanding anything to the contrary herein, Jinko shall be entitled, at Jinko's sole discretion upon written notice to Customer, to require that any breach of the Warranties alleged by Customer be reviewed by a neutral third party testing laboratory selected by Jinko and approved by Customer ("Independent Testing Lab"). However, Customer's such approval shall not be unreasonably withheld or delayed. The determination by an Independent Testing Lab as to whether a breach has occurred shall be final and conclusive with respect to the matters covered by such determination.

5. REMEDY

5.1 In Jinko's sole discretion, Jinko shall repair or replace the defective Goods where a breach of the Limited Warranty has been established.



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A. Repair

Jinko shall, at its discretion, offer the repairing service by means of remote diagnosis and commissioning or a house-call on appointment. In Jinko's sole discretion, Jinko shall offer repairing service by itself or through a third party appointed by Jinko, and the Customer shall provide necessary cooperation for repairing service by Jinko or Jinko's appointed third party.

B. Replacement

If Jinko elects to replace the defective parts, the replacement parts shall be of the same type and physical form as the original one, and/or electrically compatible with the original one. If Jinko replaces a battery pursuant to this Clause 5.1, the replacement battery shall have an electrical output of not less than the warranted output of the parts causing breach of the Warranties at the time of replacement, based on the warranted Degradation Rates set forth at Clause 3.

Notwithstanding the foregoing, if Jinko no longer supplies parts meeting the foregoing criteria, then additional or replacement parts provided under this Clause 5.1 shall be those parts then supplied by Jinko most substantially meeting the foregoing criteria although the replacement parts may be a different size, shape, color and/or capacity. The defective parts must be properly disposed by the Customer or be collected by Jinko for proper disposal. The replacement parts shall be delivered to the same destination and on the same INCOTERMS 2020 delivery basis that the original Goods causing breach of the Warranties were delivered under the purchase agreement to which this Limited Warranty applies.

5.2 Upon reception of the aforesaid remedy from Jinko, the ownership of the defective parts shall be transferred back to Jinko pursuant to this Clause 5.2. Jinko's performance of any repair or replacement pursuant to this Clause 5 shall not lead to the suspension, renewal or extension of the term of the original Limited Warranty.



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6. EXCLUSIONS

6.1 This Warranty does not apply to a defect or fault caused by one or more of these conditions:

- (A) Damage caused by installation, transportation, storage, use and maintenance of battery system in violation of technical agreement and product user manual;
- (B) Water immersion, intentional damage and accidental impact etc. occurred in the battery system that exceed the sealing grade standard agreed by both parties;
- (C) As a result of the use of any spare parts not manufactured, sold or approved by Jinko in connection with the repair or replacement of Goods; or as a result of any other defective or malfunctioning parts in the system into which the Goods have been installed;
- (D) Customer does not match Jinko's need to extract the data in the operation of the control box on site at any time;
- (E) Various faults caused by the battery system having been stored for more than 3 months without standard charging and maintenance, etc.;
- (F) Due to operation, use or maintenance of the Goods otherwise than in accordance with instructions provided by Jinko or without reasonable care (including failure to maintain/ clean the Goods in accordance with recommendations in Installation Manual and User Manual);



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- (G) Due to accidental damage, theft or vandalism;
- (H) The Goods have been used for a purpose or in environmental conditions for which the Goods were not designed for or sold, or used outside the specified or normal operating ranges for such Goods;
- (I) As a result of repairs, alterations or modifications to the Goods which have been performed by a third party not authorized by Jinko;
- (J) The storage and operational condition fail to meet requirements specified in the JinkoSolar Technical Documents;
- (K) The use is outside of the scope of the signed technical agreement;
- (L) As a result of changes which occur to the condition or operational performance of the Goods due to climate or other environmental influence, foreign material contamination (e.g. dirt, smoke, salt, chemicals and other impurities), water entry, exposure to excessive heat or solvents or because of use of the Goods with insufficient ventilation (in particular the maximum temperatures according to the operating manual), exposure to strong vibrations, exposure to a strong magnetic field or damage as a result of force majeure event (e.g. lightning, overvoltage, storm, fire, etc.) describing in purchase agreement;
- (M) Damages from normal wear and tear or where the damage is limited to surface coating, varnish or enamel;
- (N) Damage has occurred during transportation;
- (O) Continued use of the Goods after Customer's identification of a suspect fault or defect.



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6.2 The above terms & conditions (together with the warranty card in Goods packing, and the affixed warranty documents) have described all responsibilities for Goods Jinko sold, and it removes any other express and implied warranty. Beyond the scope of this Limited Warranty, Jinko has no further assurance, obligation, or responsibility unless Jinko's further warranty is required by the applicable law.

7. FEES FOR AN INVALID WARRANTY CLAIM

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

8. 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 promptly and timely notification.

9. NOTICE

Any notice required or permitted under this Limited Warranty shall be in writing and deemed to be properly given by the sender and received by the addressee. Mailed notices and facsimile notices shall be addressed to the Jinko office located closest to the place of original installation, as identified at www.jinkosolar.com/contact.html. Notices by email should be sent to Jinko.ESS@jinkosolar.com.



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Customer shall promptly provide contact information together with the notice. For the avoidance of doubt, email alone shall not constitute a valid notice pursuant to this Clause 9.

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 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



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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. ASSIGNMENT

Notwithstanding anything to the contrary herein, this Limited Warranty is for the sole and exclusive benefit of Customer and there are no third party beneficiaries hereof; provided, however, subject to written notice from the original Customer to Jinko and Jinko's receipt of full and final payment for the Goods, this entire Limited Warranty may be assigned in whole but not in part to any person or entity. If required by Jinko, the original Customer and/or the assignee shall provide reasonable evidence about the assignment within 10 (ten) working days of the receipt of notice from Jinko. Any permitted assignee of this Limited Warranty shall execute such agreements as may reasonably be requested by Jinko to confirm the applicability of any term hereof as a condition to assignment.

12. 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 12.

13. MERGER CLAUSE



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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.

14. 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.

15. MISCELLANEOUS

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】