



# JINKO RESS LIMITED WARRANTY

VERSION 3\_230713

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 JKS-B51XXX-BI series (“Battery”) ,JKS-5HLVS-ABI series (“Inverter”) or collectively “RESS” or “Goods”. Specifically, RESS or Goods in this Limited Warranty shall mean 3~50kWh/3~20kW hybrid or off grid residential 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 three (3) months from the date the Goods were delivered by Jinko to the first customer (“**Warranty Start Date**”).
- 2. LIMITED PRODUCT WARRANTY.** Beginning 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 RESS (“**Limited Product Warranty**”).

<b>Goods</b>	<b>Warranty Period of Limited Product Warranty</b>
Battery	Ten (10) years on the condition that the system remains connected with internet through the monitoring system enabling monitoring of its operation. or Five (5) years if it is not connected with internet through monitoring system.
Hybrid Inverter	Ten (10) years on the condition that it remains connected with internet through the monitoring system enabling monitoring of its operation and updating of firmware. or Five (5) years if it is not connected with internet through monitoring system.
Accessories defined in Installation Manual and User Manual	Two (2) years



# JINKO RESS LIMITED WARRANTY

VERSION 3\_230713

## 3. LIMITED BATTERY PERFORMANCE WARRANTY

**3.1** Starting from the Warranty Start Date, subject to the following conditions, Jinko warrants that the Degradation Rate of the battery in the RESS shall not exceed forty percent (40%) until the earlier of (a) the date which is ten (10) years following the Warranty Start Date, or (b) the date on which the total energy discharged from the battery reaches 3.05MWh per kWh usable capacity (“**Limited Battery Performance Warranty**”).

(A) The operation temperature and storage temperature range in accordance with User Manual; and

(B) Installed, operated and maintained in accordance with User Manual; and

(C) The Goods serial number is intact, and Goods haven’t been breaking up; and

(D) Batteries that will not be used for a long period should be fully charged and discharged at least once per 6 months; and

(E) The charging and discharging rate must not exceed 0.5C.

**3.2** Degradation rate shall be any positive amount calculated in accordance with the following formula in this Clause 3.2, expressed as a percent:  $\text{Degradation Rate} = 1.00 - [\text{Actual Usable Energy Capacity} / \text{Nominal Usable Energy Capacity}]$ . “**Nominal Usable Energy Capacity**” means the original manufactured nameplate specification of the battery, expressed in Watt Hours, as certified by Jinko and indicated on the battery, excluding any specified positive tolerance. “**Actual Usable Energy Capacity**” means the energy output of the battery, expressed in Watt Hours, at a given point in time in a year after the Warranty Start Date.

## 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 the supplier from whom purchasing the Goods setting forth the following information related to the claim:



## JINKO RESS LIMITED WARRANTY

VERSION 3\_230713

- (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;
- (D) a valid warranty claim form required by Jinko with all necessary information;
- (E) the specific claims and detailed description about the breach of Warranties, and the evidence to prove the breach, including photographs, videos and data;
- (F) physical address where the Goods are used, and contact information;
- (G) the original purchase & installation invoice of the Battery indicating the date of purchase or installation;
- (H) a commissioning report signed by the end user and the installer for the product installing and commissioning;
- (I) Jinko's user manual provided with the Battery;
- (J) the proof that the Battery has consistently been used as intended at all times;
- (K) 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 provided all information listed at Clause 4.1.

**4.3** Notwithstanding anything to the contrary herein, Jinko shall be entitled, at Jinko's sole discretion and 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, such approval not to be unreasonably withheld or delayed ("Independent Testing Lab"). 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.

### **(A) Repair**

Jinko may, at its sole discretion, offer repairing services by means of remote diagnosis and commissioning or a house-call on appointment. Such repairing services may be performed by



# JINKO RESS LIMITED WARRANTY

VERSION 3\_230713

Jinko or by a third party appointed by Jinko, in Jinko's sole discretion, and the Customer shall provide necessary cooperation for repairing services to be performed.

## (B) Replacement

If Jinko elects to replace the defective Goods, the replacement Goods 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(B), the replacement battery shall have an electrical output of not less than the warranted output of the Goods causing breach of the Warranties at the time of replacement, based on the warranted Degradation Rates set forth at Clause 3. If the Goods are replaced within the Warranty Period, the remaining Warranty Period of the Warranty Period will be deferred after the Goods are replaced. Any replacement of the defective Goods shall not cause a renewal and/or extension of the Warranty Period of such defective Goods.

Notwithstanding the foregoing, if Jinko no longer supplies Goods meeting the foregoing criteria, then additional or replacement Goods provided under this Clause 5.1 shall be those Goods then supplied by Jinko most substantially meeting the foregoing criteria although the replacement Goods may be a different size, shape, color and/or capacity. The defective Goods must be properly disposed by the Customer or be collected by Jinko for proper disposal. The replacement Goods 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 completion of the applicable remedy set forth at Clause 5.1, the ownership of the defective Goods shall be transferred back to Jinko. Jinko's performance of any repair, replacement, or provision or any refund pursuant to this Clause 5 shall not lead to the suspension, renewal or extension of the term of the original Limited Warranty or variance from the terms of the original Limited Warranty.

## **6. EXCLUSIONS**

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



## **JINKO RESS LIMITED WARRANTY**

**VERSION 3\_230713**

- (A) The Goods do not have their original serial number and rating labels or the original serial number and rating labels are not intact and readable;
- (B) The nameplate or serial number of the Goods is modified or altered;
- (C) The Goods have not been properly installed and/or correctly commissioned by Jinko or an authorized and licensed local installer;
- (D) 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 the interconnection of the Goods with Goods of another manufacturer; or as a result of any other defective or malfunctioning parts in the system into which the Goods have been installed;
- (E) Any Goods that have been completely or partially disassembled or modified, except where such disassembly or modifying is carried out by Jinko or a third party authorized by Jinko according to Jinko's guidance;
- (F) Due to storage, handling, installation (or removal and/or reinstallation) or commissioning of the Goods otherwise than in accordance with instructions provided by Jinko in the Installation Manual and User Manual;
- (G) 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 the Installation Manual and User Manual);
- (H) Due to accidental damage, theft, vandalism, water, conductive dust or corrosive gas, etc;
- (I) 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;
- (J) As a result of repairs, alterations or modifications to the Goods which have been performed by a third party not authorized by Jinko;



## JINKO RESS LIMITED WARRANTY

VERSION 3\_230713

(K) The storage and operational condition fail to meet requirements specified in the Jinko technical documents;

(L) The use is outside of the scope of the signed technical agreement;

(M) 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. lighting, overvoltage, storm, fire, etc.) described in the underlying purchase agreement;

(N) Damages from normal wear and tear or where the damage is limited to surface coating, varnish or enamel;

(O) Damage that occurs during transportation;

(P) Removal and/or reinstallation at another place from the place it is first installed without the written confirmation from Jinko;

(Q) The Inverter and/or Charger used with batteries isn't certified by Jinko, or the Battery used with Inverter isn't certified by Jinko;

(R) Continued use of the Goods after Customer's identification of a suspected fault or defect.

**6.2** The above terms and conditions (together with the warranty card in Goods packing, and the affixed warranty documents) have described all responsibilities for Goods manufactured and/or sold by Jinko, and it removes any other express or 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 applicable law.



## **JINKO RESS LIMITED WARRANTY**

VERSION 3\_230713

### **7. FEES FOR AN INVALID WARRANTY CLAIM**

For any warranty claim proves to be beyond this Limited Warranty, Jinko may 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.

### **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 to promptly and timely provide notification to Jinko.

### **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, 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.

To make a warranty claim under this warranty, the Customer 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.

JINKO SOLAR AUSTRALIA HOLDINGS CO.PTY LTD.

ABN: 93154662889 Tel :61 1300 326 182

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

In any event, submit the warranty claim form to Jinko within 14 days on the failure of the Inverter or Battery. Jinko will examine the submitted evidencing documents under Clause 4 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 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 RESS LIMITED WARRANTY

VERSION 3\_230713

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 the warranty card 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 to provide 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.

### 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,**





# **JINKO RESS LIMITED WARRANTY**

**VERSION 3\_230713**

**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. 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 (provided that such Goods remain at their original installed location). The original Customer and/or the assignee shall provide reasonable notice to Jinko about the assignment within 10 (ten) Business Days of such assignment. 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**



# JINKO RESS LIMITED WARRANTY

VERSION 3\_230713

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】**