

TSUNESS Warranty Terms & Conditions

(Only used for microinverter, energy storage, RSD)

This policy governs the warranty terms and policy for TSUNESS Hybrid Inverter, AC Coupled Inverter, AC Coupled Unit, Hybrid Storage Unit, Battery, Microinverter, Rapid Shutdown Control Unit, etc (the "product") covered by TSUNESS' warranty for FOTUS ENERGIA SOLAR LTDA. TSUNESS is in its sole discretion, reject the replacement of any product not returned in accordance with this policy.

1. Warranty Claims

The standard warranty period for products is listed as below.

Product Line	Warranty Period
TSOL-G3 Series Microinverter	180 months
TSOL-G3 PLUS Series Microinverter	180 months
TITAN Series Microinverter	180 months
TSOL-ACU Series AC Coupled Unit	Inverter: 60 months BMS: 60 months Battery Pack: 6000 Cycles @80%DoD
TSOL-HSU Series Hybrid Storage Unit	Inverter: 60 months BMS: 60 months Battery Pack: 6000 Cycles @80%DoD
TSOL-B Series Battery	BMS:60 months Battery Pack: 6000 Cycles @80%DoD
TSOL-H Series Hybrid Inverter	60 months
TSOL-A Series AC Coupled Inverter	60 months
TSOL-RSD-S Series Rapid Shutdown Control Unit	60 months
TSOL-RSDM Series Rapid Shutdown Control Unit	RSD Device:144 months RSD Controller: 60 months

PLEASE NOTE, THIS WARRANTY POLICY IS LIMITED TO THE TSUNESS PRODUCTS RANGE ONLY. WHERE ANCILLIARY PARTS OR ADD-ON DEVICES SUPPLIED BY TSUNESS WITH A TSUNESS PRODUCTS PLEASE REFER TO THE TERMS OF THE WARRANTY PROVIDED BY THE RELEVANT MANUFACTURER.

The warranty period commences from the date on which

- (i) 3 months after dispatch of the Covered Product from factory, or
- (ii) the product is commissioned by the installer or customer's agent.

2. Limited Liability

Subject to the conditions set out below TSUNESS warrants that the goods will correspond substantially with their specification at the time of delivery and will be free from material defects.

In the event of damages related to the causes listed below, no warranty claims will be acknowledged or accepted. Claims that relate to defects that are caused by the following factors are not covered by TSUNESS' warranty obligations:

- a. Force majeure (storm damage, lightning strike, overvoltage, fire, thunderstorm, flooding, warfare, major infectious diseases, etc.)
- b. Improper or noncompliant use
- c. Improper installation, commissioning, start up or operation (contrary to the guidance detailed in the installation manual supplied with each product)
- d. Inadequate ventilation and circulation resulting in minimized cooling and natural air flow
- e. Installation in a corrosive environment
- f. Unauthorized repair attempts

Furthermore, if the original identification marks (including trademark and serial number) of such product have been defected, altered, or removed. The limited warranty does not cover costs related to the removal, installation or troubleshooting of the customer's electrical systems. The limited warranty does not extend beyond the original cost of the TSUNESS products.

If the entire device is replaced under Warranty, the remainder of the Warranty period will be transferred to the replacement product automatically.

3. Product Repairing On-Site

If TSUNESS decides to repair the defective device on site (repair by TSUNESS or the technical engineer that authorized by TSUNESS), then TSUNESS will bear the costs for materials and labor to repair the product as well as the costs for removal and replacement of the part or replacement device.

No other costs - including, but not limited to, transportation, inspissation, customs duties, costs to safely access devices installed on slanted rooftops, or lift equipment, travel or accommodation costs, the costs of the customer's own employees, or the costs of third-parties that have not been authorized by TSUNESS.

TSUNESST reserves the right to refuse replacement requests where adequate information is not provided.

To request the replacement of products, you must contact the TSUNESS Service Department from www.tsun-ess.com

4. TSUNESS Responsibility

TSUNESS will dispatch a replacement product within 3 working days to the specified customer or installer location. Following the receipt of the replacement product, the customer must return the allegedly faulty Product in the same packaging material as the replacement product if it's required by TSUNESS. TSUNESS will supply all labels, documentation and freight details for the return of the allegedly faulty product. TSUNESS reserves all rights to collect all allegedly faulty products if it's necessary. A qualified installer must be available for the product replacement and re-commissioning.

5. Installer Responsibility

TSUNESS Co., Ltd

E-mail: sales@tsun-ess.com

Web: www.tsun-ess.com

In the event of an equipment failure or fault, it is the responsibility of the installer to work directly with the TSUNESS Service Center in order to limit the return of non-faulty equipment. The TSUNESS Service Center will work with the installer to rectify the fault or fault message through telephone support or with direct PC links. Note: To qualify for further replacement unit, the installer must first contact the TSUNESS Service Center and fulfill the installer's responsibilities.

During inspection by TSUNESS, if the allegedly faulty product is found by TSUNESS to be ineligible for replacement under this policy, the installer must provide proof of a valid warranty for the product, a correctly issued, and a valid case number for the product (as provided by the TSUNESS Service Center). In all instances, the installer must send the required items to TSUNESS local warehouse or warehouse of local distributors.

6. Inspection Charge for Products Not Found Defective

If an allegedly faulty Product is returned to TSUNESS pursuant to this Policy, and is found by TSUNESS to be free of defects that would qualify it for replacement under this policy, or due to limited liability, TSUNESS reserve the right to apply a flat-rate inspection charge per unit, plus shipping and packaging costs.

7. Product Replacement Procedure

TSUNESS must be provided with the relevant documentation. This procedure must be followed for a warranty claim to be applicable under this Replacement Program.

- a) The installer must contact the TSUNESS Service Centre and supply the required information.
- b) The installer will liaise with TSUNESS Service Centre to try and find a solution without the need to replace the product.
- c) If the product is deemed faulty and is eligible for the Replacement Program, TSUNESS will raise and create a case number for the product and communicate this with the installer.
- d) TSUNESS will dispatch a replacement product within 3 working days of the case number being created. The product will be shipped to the specified customer or installer location at TSUNESS' cost.
- e) The installer will install the replacement product and use the packaging to repack the faulty product.
- f) For the faulty product that required returned by TSUNESS, TSUNESS will cover the costs of collection and shipment of the faulty product back to TSUNESS as detailed, and buyer shall bear any applicable value added tax. The customer or installer must assist with this shipping. If the required faulty product is not returned within 10 working days from receiving the replacement product, TSUNESS reserve the right to invoice the relevant installer/distributor for the cost of the product.
- g) In Terms of missing defective product that is required return by TSUNESS, TSUNESS reserve the right to invoice the relevant installer/distributor with the value of 80% of FOB price.

8. Consumer Laws

If you acquire the product from an Authorized Reseller, the local Consumer Law applies; the product comes with guarantees that cannot be excluded under Consumer Law. The buyer is entitled to a replacement for a major failure and compensation for any other reasonably foreseeable loss or damage. The buyer 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. The benefits to the consumer given by the warranty are in addition to any other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates.