

# WARRANTY CONDITIONS

# For the KSTAR BluE ESS Series

## Warranty

Subject to the terms and conditions detailed below, we provide a voluntary product warranty (the Warranty) to end users of the following products (the Products) which are supplied by us:

- BluE-S 3680D/5000D/6000D hybrid inverter
- E10KT hybrid inverter
- BluE-PACK5.1 battery pack

This warranty only applies to new product. Second hand product may carry partial warranty subject to its previous operation/install/de-install conditions.

This Warranty is non-transferable except: where the Products are installed in a building, this Warranty will then transfer to any subsequent purchaser of that building or of the Products so long as the Products remain installed.

This Warranty only applies where the Products have been installed by a properly certified and licensed installer by KSTAR.

#### **General Terms**

We warrant that we will repair or replace (at our option) a Product or any part thereof, if such Product is faulty or defective in manufacture or materials for a period of 5 years from the date of purchase.

We will endeavor to replace Products with identical products. However, due to technological advancements, that Product may not be available. In these cases, we will supply another type of product of at least the same value and standard, although the replacement product may be a different size, shape, color and/or capacity. Due to technical advances it is possible that replacement parts or components may not be compatible with the other components already installed. Any costs relating to the incompatibility of systems is not covered by this Warranty.

If the products are replaced within the warranty period, the remaining warranty period will be automatically transferred to the replacement products. In this event, you will not receive a new certificate.



It is required that all systems have internet connection for monitoring. Those systems that are not connected to the internet the warranty is then reduced to 3 years.

We monitor systems and inform end customers via internet in the event of defects in the material or workmanship of the product within the warranty period. For systems with no internet connection, the end customer should inform us ASAP if a product is found to be defect in order to qualify for repair or replacement under the warranty.

Each time a warranty claim is made against a system that has no internet connection, the installer or the end user is obliged to organize a qualified personnel to conduct an on-site inspection and data collection under the instruction of KSTAR.

This Warranty only covers repair or replacement of the defective product. It does not cover:

- any costs incurred by the end-user or the installer in normal or scheduled maintenance of the Product; or
- any other costs such as transportation, travelling and accommodation cost of personnel etc.;
- subject to any law to the contrary, any damage to property, personal injury, direct or indirect loss, any consequential losses or other expenses arising from breach of this Warranty.

# **Battery Performance Guarantee**

10 years of performance warranty:

KSTAR warrants that the battery system retains either eighty percent (80%) of Usable Energy for ten (10) years, or for a Minimum through Output Energy which is 2.615 MWh/KWH with eighty (80%) and 2.87 MWh/KWH with seventy (70%) usable energy for ten years.

Warranty commences from the earlier of (1) 3 months from the date of delivery of the applicable Product from vendor's factory; and (2) the installation of the applicable Product.

Following installation, in the event that charging capabilities are temporary unavailable, the Product will not fail for at least 30 days.

Notices:

 Capacity test conditions: at an ambient temperature of 25°C±3°C, after charging to 100% SOC, let it stand for 10 minutes, and discharge the tested battery cell at a set current of 0.2C Min SOE (10% SOC), and record the amount of electricity



released in the process.

- In order to remotely upgrade the latest firmware, it is required that the battery system should have the option to be remotely upgraded vis-a-vis the monitoring or a different method within 8 months of the Parties' mutual approval of the new software version in accordance with the provisions of the Agreement pertaining to changes.
- The operation and service life of battery are related to the storage and working temperature under the Specification.

Storage temperature: between -10  $^\circ\!\mathrm{C}$  ~+45  $^\circ\!\mathrm{C}$ 

Required Storage Temperature	Actual Storage Temperature	Recharge Interval
<b>-10</b> °C∼+45°C	-10°C≪T≪45°C	8 months

# Conditions

This Warranty is subject to the following conditions:

- KSTAR's liability under this Warranty shall be limited to replacement, repair, and refund. Replaced or repaired Products shall be warranted for the remainder of the original Term of Performance Warranty. In any event, the replacement shall not justify the renewal of the Term of Performance Warranty.
- Where a Product or part thereof is replaced or repaired under this Warranty, the balance of the original Warranty period will apply. The replacement product or part(s) do not carry a new voluntary warranty.
- The Products must have been installed and correctly commissioned by an authorized and licensed installer. Proof may be required of correct commissioning of the Product (such as certificate of compliance). Claims for failures due to incorrect installation or commissioning are not covered under this Warranty.
- The Product must have its original serial number and rating labels intact and readable.
- This Warranty does not extend to any Products that have been completely or partially disassembled or modified, except where such disassembly is carried out



by KSTAR.

- The terms of this Warranty cannot be amended except in writing by one of our authorized officers.
- This Warranty only applies to Products purchased by an end-user from us directly or a reseller where the Products have been sold to the reseller by us directly.
- Any warranty claim under this Warranty must meet the requirements set out below in the "How to Make a Warranty Claim" section.
- There must have been a commissioning report signed by the end-user and the installer for product commissioning and handling instructions.

## Exclusions

This warranty will not apply to a defect or fault to the extent to which one or more of these conditions arises:

- due to storage, handling, installation (or removal and/or reinstallation) or commissioning of the Product otherwise than in accordance with instructions provided by us, applicable safety regulations or without reasonable care including installation of a Product which is of an inappropriate size or type for the intended purpose;
- due to operation, use or maintenance of the Product otherwise than in accordance with instructions provided by us or without reasonable care (including failure to maintain/ clean the Product in accordance with recommendations in instruction/ operation manuals);
- due to accidental damage, theft or vandalism, or use of the Product for a purpose or in environmental conditions for which the Products were not designed for or sold, or use of the Products outside the specified or normal operating ranges for such Products;
- Covered Products are not intended for use as a primary or backup power source for life- support systems, other medical equipment, or any other use where product failure could lead to injury, loss of life, or catastrophic property damage.
  KSTAR disclaims any and all liability arising out of any such use of your Covered Products. Further, KSTAR reserves the right to refuse to provide support in connection with any such use and disclaims any and all liability arising out of



KSTAR's provision of, or refusal to provide, support for your Covered Product in such circumstances;

- as a result of changes which occur in the condition or operational performance of the Product 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 Product 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 result of Force Majeure event;
- from normal wear and tear or when replacement or repair of parts would be part of normal maintenance or service of the Product or where the damage is only to surface coating, varnish or enamel;
- as a result of repairs, alterations or modifications to the Product which have been performed by a third party not authorized by us;
- from the use of any spare parts not manufactured, sold or approved by us in connection with the repair or replacement of Product; or as a result of the interconnection of the Product with products of another manufacturer; or as a result of any other defective or malfunctioning parts in the system into which the Product has been installed;
- where the nameplate or serial number of the Product is modified, altered or not readable;
- if damage has occurred during transportation; or
- other damages not affecting energy generation and which are of a visual nature (e.g. surface scratching).

This Warranty does not apply to damage caused by continued use of the Product after it is known, or would have been known with regular servicing, it is defective.

# Customer's assistance in returning the faulty unit:

Following the receipt of the replacement unit, the customer must return the allegedly faulty unit in the same packaging material as the replacement unit. KSTAR will supply all labels, documentation and freight details for the return of the allegedly faulty unit. All allegedly faulty units must be returned within 10 (ten) working days of the receipt of the replacement unit. A qualified installer must be available for the unit exchange and re-commissioning. The replacement unit will be covered by the original warranty terms of



the faulty unit for the remaining warranty period of the faulty unit.

# **Distributor Responsibility:**

In the event of an equipment failure or fault, it is the Distributor responsibility to work directly with KSTAR Service Center in order to limit the return of non-faulty equipment. KSTAR Service Center will work with the Distributor to rectify the fault or fault message through telephone support or with direct PC links. Note: In order to qualify for further compensation and a replacement unit, the distributor/installer must first contact KSTAR and fulfill the distributor/installer's responsibilities under Section "how to make a claim"

## Wrong Deliveries and Transit Damage

Wrong deliveries, incorrect or damaged packing and transit damage claims are not warranty claims. Such cases should be referred to Customer Service on www.KSTAR.com.

## How to Make a Warranty Claim

If a Product fails within the Warranty period, the end-user must stop using the Product or the system in which the Product is installed as the case may be by isolating the Product from any energy source, make a claim as soon as possible and follow all instructions provided by us, or our representative or agents.

To make a Warranty claim under this voluntary warranty, the end-user must contact us by the customer feedback system in online monitoring: https://www.kstar.com/ServiceSystem.jhtml or by email at service\_solarinverter@kstar.com.

When contacting us by the online monitoring, please fill in the relevant form; When contacting us by email, please have the following information to hand:

- Your name, address, postcode and a telephone number where you can be contacted
- The model designation and serial number of the Product (you can find both on the Product)
- Proof of purchase with date and address of the vendor
- Installation date and installation address
- Signed commissioning report or protocol



- Contact details of the installer
- A complete and detailed list of observed faults and other information which could help with the analysis of the fault (e.g. any modifications)

#### **Costs of Submitting a Warranty Claim**

For invalid claims under this Warranty, we will not be liable for the end-user's costs in making the warranty claim, including transport or return freight.

In respect of valid claims under this Warranty, the end-user will not be charged for reasonable costs associated with the making of a warranty claim, including warranty processing costs, the cost of replacement parts or freight. Reimbursement for necessary and reasonably incurred costs or expenses in making valid warranty claims under this Warranty may be claimed from us. Documentary evidence in support of such claim will be required.

#### **Deadlines for Submitting Warranty Claims**

We aim to rectify genuine quality problems as a priority. This is generally achieved by investigating why defective products have failed and by introducing immediate corrective action measures to prevent re-occurring of the warranty failures. It is therefore critical that all claims under this Warranty are promptly submitted to us as soon as the Product fails, and in any event, within three months of knowledge of the matter of event giving rise to the claim. No consideration will be given to claims under this Warranty which are made after this period.

#### **Product Liability and Product Safety**

We should be informed immediately about any potential product safety concerns within and outside the warranty period. We are well aware of our product liability and product safety obligations and responsibilities. It is our aim to ensure appropriate product safety standards are met in order to avoid injury, loss and damage caused by defects in any Product.

#### Miscellaneous

This Warranty shall form part of the purchase contract in respect of the Product between us and the end-user and shall be complied with by both parties.



# **Contact Details**

Headquarter:

Shenzhen Kstar New Energy Co., Ltd

Address: The 9th Floor, R&D Building, Kstar Industrial Park, Guangming Hi-Tech

Industrial Zone 518107 Shenzhen, China

Tel: +86-755-21389008-8883/8204

E-mail: service\_solarinverter@kstar.com

## Europe:

Kstar Science and Technology Netherlands B.V. (KSTAR B.V.)

Address: Dijkleger 16, 4131MA, Vianen, The Netherlands

Tel: +31(0)628856884

E-mail: service\_solarinverter@kstar.com