

LIMITED WARRANTY FOR NEXEOS RESIDENTIAL ENERGY STORAGE SYSTEM OF TRINA STORAGE (EUROPEAN WARRANTY REGION)

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Limited Warranty

This limited warranty ("Limited Warranty") specified below applies to Trina Storage Lithium-ion batteries and accessory components (collectively, the "Products") granted by Trina Storage GmbH (hereinafter "Trina Storage"), purchased by end-users ("Buyer") through an authorized sales channel ("Reseller"). This Limited Warranty is provided for the Products below:

1. Warranted Products

This Limited Warranty shall only apply to the following Products:

Component	Product model
TRBM 2.5K-H	TRB 7.5K-HT, TRB 10K-HT, TRB 12.5K-HT, TRB 15K-HT,
TRBC 2.5K-H	TRB 17.5K-HT, TRB 20K-HT
TRBM 5.3K-D	TRB 10.6K-HS, TRB 15.9K-HS, TRB 21.2K-HS, TRB
TRBC 5.3K-H	26.5K-HS, TRB 31.8K-HS, TRB 37.1K-HS
TRH 5K-T2	
TRH 6K-T2	
TRH 8K-T2	
TRH 10K-T2	
TRH 12K-T2	
TRH 5K-T3	
TRH 6K-T3	
TRH 8K-T3	
TRH 10K-T3	
TRH 12K-T3	
TRH 3K-S	
TRH 3.6K-S	
TRH 4.5K-S	
TRH 6K-S	

2. Buyer's Obligations

- Buyer shall use and maintain the Products in accordance with documentation provided by Trina Storage, including the Battery Technical Specifications and Manuals.
- Buyer shall comply with all precautions specified in the documentation provided by Trina Storage.
- The Products require using an approved, compatible inverter.
- The Products shall be charged only through an approved, compatible inverter connected to the grid or PV. To maintain the minimum charging state, the Products must be connected to the grid.



 Any person performing installation and maintenance of the Products must have the appropriate electrical qualifications and licenses for battery installations required by the country of the installation of the Products in addition to being a Certified Installer.

3. Warranty Coverage

3.1. Product Warranty

Trina Storage warrants that there will be no defects in material workmanship or manufacture that materially impede the power generation functioning of the Products ("**Product Warranty**"). The Product Warranty shall begin either (i) on the date of the installation of the Products or (ii) three (3) months from the date of manufacture of the Products, whichever occurs first, and the Product Warranty shall, subject to Section 5.4, be valid for a period of ten (10) years.

3.2. Performance Warranty

Trina Storage warrants energy retention according to the fourth column of below table until the earlier of (i) the end of the Performance Warranty or (ii) the minimum throughput energy is met as set out in the third column of below table, provided that the use and operation of the Products meets the working conditions specified in the product specification and the product manual provided by Trina Storage ("**Performance Warranty**"). The Performance Warranty shall begin either (i) on the date of the installation of the Products or (ii) three (3) months from the date of manufacture of the Products, whichever occurs first, and the Performance Warranty shall, subject to Section 5.4, be valid for a period of ten (10) years.

Product Model	Usable Energy (KWh)	Minimum Throughput Energy (MWh)	End of Life capacity retention (%)
TRB 7.5K-HT	6.91	15.27	80
TRB 10K-HT	9.21	19.47	80
TRB 12.5K-HT	11.52	24.23	80
TRB 15K-HT	13.82	28.96	80
TRB 17.5K-HT	16.12	33.69	80
TRB 20K-HT	18.43	38.44	80
TRBM 5.3K-D	5.1	14.46	70
TRB 10.6K-HS	10.2	28.92	70
TRB 15.9K-HS	15.3	43.38	70
TRB 21.2K-HS	20.4	57.84	70



TRB 26.5K-HS	25.5	72.3	70
TRB 31.8K-HS	30.6	86.76	70
TRB 37.1K-HS	35.7	101.22	70

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Calculation and measurement of usable capacity retention are carried out using the following test methods.

- Make sure to record ambient and battery temperature as well as battery current and battery voltage over the entire period of the below described procedure. Data point recording interval shall be 5 seconds or less.
- The ambient temperature is between 25° and 28° centigrade.
- The Battery Management System monitoring shows that the temperature is between 25° and 28° centigrade.
- Discharge the battery at a constant current of 0.2C until the battery reaches the discharge cut-off voltage or the battery protects itself.
- Wait 10 minutes.
- Charge the battery at 0.2C constant current and constant voltage of 58.4V until the State of Charge reaches 100 % or reaches the charging cut-off voltage of 58.4V.
- Wait 10 minutes.
- Discharge the battery at a constant current of 0.2C until the battery reaches the discharge cut-off voltage or reaches the under-voltage protection point.
- The discharged capacity (integral of voltage times current over time) recorded during this process is the remaining usable capacity of the battery.

4. Warranty Claims

4.1. Filing a Claim

To file a warranty claim, the Buyer shall notify or contact within one (1) month Trina Storage if the Products are found to be defective by using the contact customer service center in Article 7. In such a case, in the relevant notification the Buyer shall provide Trina Storage with the following information:

- a description of the defect, symptoms and when it occurred, and
- the serial and model number of the Products, and
- a copy of the original purchase receipt.

4.2. Inspection and Verification

Trina Storage reserves the right to inspect the Products to verify the defect and to determine eligibility for the Limited Warranty. The inspection may require sending the Products to a designated service center.

4.3. Remedies

When a claim is submitted under the Limited Warranty, Trina Storage shall decide at its sole discretion whether to:



- a. repair the defective Products, or
- b. replace the defective Products with a new or refurbished product of equivalent function, or
- c. refund the salvage value of the defective Products. The salvage value is the market price at the time of payout (for equal power (for inverter) / capacity rating (for battery)) * remaining warranty period (year) / original total warranty period by Trina Storage.

The Product Warranty period and the Performance Warranty period for the repaired or replaced (part(s) of the) Products shall be the remainder of the warranty period for the original (part(s) of the) Products.

During the warranty period of this Limited Warranty, Trina Storage shall bear the direct costs of repairing the Products and transportation charges incurred in the delivery of the repaired or replaced Products to the Buyer, excluding insurance, air freight, customs clearance, customs duties and other non-seller's costs (e.g. port delays, storage charges due to negligence on the part of the Buyer). In addition, Trina Storage will pay a lump sum of EUR 250.00 to cover the costs and other related expenses for the removal, handling, repack, installation or reinstallation Beyond the warranty period, the Buyer shall bear all reasonable costs of materials, labor, freight, clearance, removal, repack, installation or reinstallation whatsoever related to repair or replacement.

All other claims under this Limited Warranty against Trina Storage shall be excluded. Under this Limited Warranty, Trina Storage is not responsible for any special, incidental or consequential damages (including loss of profits, business interruption, loss of power generation, harm to goodwill or business reputation, or delay damages) whether such claims are based on contract, warranty, negligence or strict tort. The exclusion applies to the extent permissible by law, and even if the remedies set forth below herein are deemed to have failed of their essential purpose.

5. Limitations and Exclusions

5.1. General Exclusions

This Limited Warranty does not apply to any Products which have been subject to:

- Abuse, misuse, or negligence;
- Accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, sabotage, riots, typhoons, explosions, epidemics, labor unrest, accidents, freight embargoes, or other events outside the reasonable control of Trina Storage;
- Improper storage, installation, commissioning, modification, or repair not performed by authorized personnel;
- Failure to operate or maintain the Products in accordance with its Technical Specifications such as datasheet or manuals;
- Unauthorized modifications, whether by physical means, programming, or otherwise;
- Normal wear and tear, or superficial defects, dents, or marks that do not impact performance;
- Noise or vibration that is not excessive or uncharacteristic and does not impact performance;
- Damage or deterioration occurring after the expiration or voiding of the warranty period;
- Theft of the Products or any of its components; or
- Normal wear and consumption of accessory parts, consumptive parts, and vulnerable parts (including fuses, lightning protection modules, rear panels).



5.2. Specific Exclusions

This Limited Warranty does not cover:

- Products not installed, used, or maintained as specified in the installation manual and other technical documents;
- Service by unauthorized technicians or use of unauthorized spare parts;
- Damage caused by insufficient ventilation or environmental conditions outside the scope of design;
- Products not purchased through authorized sales channels;
- Products where payment has not been settled in full in accordance with the purchase contract terms:
- Damage due to overvoltage from the DC side of the solar modules or the AC side of the utility grid;
- Consumables or materials subject to wear and tear (e.g., fuses, surge arresters, relays);
- Damages due to erroneous operations during the removal/installation of a part/component if not carried out by the Manufacturer's personnel;
- Damages due to marine corrosion or salty air;
- Products with manipulated or unreadable serial numbers; or
- Cosmetic damage or surface defects, dents, (including scratches, corrosion, rust) that do not affect normal operation.

5.3. Special Exclusions

The Limited Warranty will not apply if the Buyer violates any of the following provisions:

- THE PRODUCTS MUST NOT BE USED IN RADIATION CONTROL EQUIPMENT, NUCLEAR REACTORS, FACILITIES RELATED TO NUCLEAR SAFETY OR POWER, OR EQUIPMENT IN DIRECT CONTACT WITH PATIENTS.
- THE PRODUCTS ARE NOT SUITABLE FOR MEDICAL DEVICES OR LIFE SUPPORT EQUIP-MENT.
- THE PRODUCTS MUST NOT BE USED OR INSTALLED IN PLACES SUBJECT TO VIBRATION
 (E.G., AIRCRAFT, SHIPS, CARS, TRAINS) AND ARE INTENDED FOR RESIDENTIAL STATIONARY STORAGE INSTALLATIONS ONLY.

5.4. Exclusion for Failure to Connect to the Internet or Failure to Register the Products

In order to provide the Limited Warranty for the full warranty period as set out in Article 3.1 and Article 3.2, Trina Storage requires the ability to perform remote firmware updates. From time to time during the Warranty period without notice to the Buyer, Trina Storage has the right provide important firmware updates when the Products are connected to the Internet and these remote updates may interrupt the operation of the Products for a short period.

When the Products are not connected to the Internet or not registered with the Trina Cloud, and Trina Storage cannot provide important updates for the Products, Trina Storage may not be able to honor the full Limited Warranty. However, Trina Storage will provide the Limited Warranty for at least two years notwithstanding lack of registration and/or internet connection. Please also note that the registration process will request the Buyer to accept the collection of personal information.



6. Rights and Remedies against Third Parties

This Limited Warranty shall be construed as a separate warranty and independent from any other contractual arrangement with third parties relating to the Products. It shall not affect any rights, obligations and remedies of the Buyer, if any, with regard to third parties for defects or non-conformity or non-compliance of the Products, notwithstanding its legal basis. The rights and remedies provided hereunder are in addition to any other rights and remedies against third parties to which the Buyer may be entitled by agreements with such third parties or by law.

7. Contact

The contact customer service center for the region is:

Europe Customer Service Center

Trina Storage GmbH Werner-Eckert-Straße 4 81829 Munich, Germany

The Europe Customer Service Center can be reached via:

- Mynex app: Android: https://apps.ap-bile.newenergy.trina.mobile&gl=DE IOS: https://apps.ap-ple.com/de/app/mynex/id6479589406
- Hotline: 0049 (0)89 20174230
- Email: For Germany: <u>RESS_ServiceDE@trinasolar.com</u>. For Italy: RESS_ServiceIT@trinasolar.com
- Cloud: (https://app-portal-storage.trinasolar.com/login?redirect=%2Fportal%2F7ba7228e-9902-42f8-b241-e7fbdd7d943d%2FOTAUpgrades).

All contact details can also be found on:

- for Germany: https://residentialstorage.trinasolar.com/de/
- For Italy: https://residentialstorage.trinasolar.com/it

8. Warranty Assignment

This Limited Warranty is transferable when the Products remain installed in their original installation location without having them moved or disassembled after initial installation.

9. No Other Express Warranty

Except as otherwise provided by applicable statutory law or unless modified in writing and signed by an officer of Trina Storage, the Limited Warranty set forth herein is the only express warranty (whether written or oral) by Trina Storage applicable to the Products and no one is authorized to restrict, expand or otherwise modify this limited Warranty.



10. Miscellaneous

If any provision of this Limited Warranty is held invalid, unenforceable or contrary to law then the validity of the remaining provisions of this Limited Warranty the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the unenforceable provisions were replaced by valid, legal, and enforceable provisions that come closest to Trina Storage's intention underlying the invalid or unenforceable provision.

11. Limitation of Liability

To the maximum extent permitted by applicable law, Trina Storage's aggregate liability according to this Limited Warranty shall not exceed the purchase price paid by the Buyer for the defective Products in the case of a Limited Warranty claim. The Buyer acknowledges that the foregoing limitation of liability is an essential element of this Limited Warranty and that in the absence of such limitations the purchase price of the Products would be significantly higher.

12. Applicable Law and Jurisdiction

The validity of this Limited Warranty, the construction of its terms and the interpretation and enforcement of the rights and duties of the Buyer and Trina Storage shall be governed by the laws of the country or state or jurisdiction in which the Buyer resides and the original installation of the Products was performed, to the exclusion of that country's conflicts of law rules as well as of the *United Nations Convention on Contracts for the International Sale of Goods* (CISG) dated 11 April 1980 and of any other uniform law.

All disputes arising out of or in connection with this Limited Warranty shall be finally settled before the ordinary courts of the country in which the Buyer resides and the original installation of the Products was performed.

13. Applicable Countries

This Limited Warranty is applicable only in the countries listed below. Trina Storage is not responsible for any claims against this Limited Warranty made in and/or based on the event occurred in any countries other than listed herein.

- United Kingdom
- Germany
- Italy

14. Specific Provisions for Countries

The Buyer's rights and remedies under the applicable national legislation, i.e. the rights of the Buyer derived from the purchase contract against Trina Storage and/or the Reseller, are not affected by this Warranty. This Warranty applies in addition to the applicable contractual and/or statutory product defect liability provisions and does not limit any rights and remedies of Buyers against Trina Storage or the Reseller or other mandatory rights and remedies existing under national or European law. In the event of inconsistencies between the provisions of this Warranty and the applicable contractual and/or statutory product defect liability provisions existing under national or European Law, the latter will prevail.

For consumers in Italy:



Consumers in Italy are entitled to the legal guarantee pursuant the Civil Code and in accordance with Art. 128 et seq. of the Legislative Decree No. 206 of 6 September 2005, the Italian Consumer Code (the so-called "Codice del Consumo"). Any additional guarantee agreed, including this Warranty, shall not be of prejudice of the consumers' rights in accordance to the abovementioned law provisions.

The Italian Consumer Code obliges the seller to deliver the consumers goods in conformity with the contract and protects the consumers in the event of the purchase of Products that are defective, malfunctioning or do not respond to the use declared by the seller or to for which the good is generally intended.

For consumers in United Kingdom:

This Warranty is provided in addition to, and does not exclude, restrict, limiter or otherwise affect any statutory warranty rights you may have under UK law, including the Consumer Rights Act 2015. Consumers have the right to reject the Products and either obtain a full refund or request a repair if the Products fail to comply with the Limited Warranty within 30 days of installation. Trina Storage may not use refurbished parts to repair the Products under UK consumer law.