# Dawnice Manufacture and Trade Co., Ltd Warranty Agreement

**Party A (Purchaser):** (Hereinafter referred to as Party A)

**Party B (supplier):** Yichun Dawnice Manufacture and Trade Co., Ltd. (Hereinafter referred to as Party B)

This limited warranty (hereinafter referred to as the "Warranty"), is as set below, applies to energy storage applications of the above types provided to users by Dawnice or authorized by Dawnice (hereinafter referred to as the "Products"). Dawnice guarantees the following to users:

1. **warranty period**

1.0 Product warranty

The product has a ten-year warranty. The "warranty start date" is calculated from 1 month after the product leaves the factory or the date the product is registered on the Dawnice server, whichever is earlier.

1.1 Capacity performance guarantee

Dawnice warrants that the product will retain 50% of the remaining capacity within 10 years from the warranty start date, provided that the product is used normally in accordance with the manual provided by Dawnice.

Note: See Appendix 1 for capacity measurement conditions.

The prerequisites for a valid performance guarantee shall be:

This warranty does not cover any accessories and kit items provided with the product.

This is a limited warranty that only covers repair or replacement of defective products. If a product is defective and returned within the warranty period, Dawnice will repair or replace the product. Repaired or replaced products will continue to have the remainder of the original warranty period. In both cases it should not be considered an extension of the warranty.

1. **Warranty premise**

2.0 Product defects occur within the product warranty period determined above.

2.1 Any product malfunction, malfunction or warning that causes the system to fail to work or work abnormally must be reported to a Dawnice authorized service partner within 30 days after the occurrence.

2.2 Products should be installed by technicians from Dawnice approved or certified partners.

2.3 End users should operate and use the product correctly in accordance with the user manual and installation guide provided at the time of purchase.

2.4 The end user should present the seller's invoice to a Dawnice authorized service partner to provide proof of original purchase of the product.

2.5 Product installation by the end user should be completed within a maximum of 1 month from the invoice date.

2.6 The operating temperature of the product during operation shall not exceed the temperature range of -10℃~50℃. The product shall not be exposed and stored at temperatures higher than 50℃, and the product shall not be exposed to installation areas exposed to direct sunlight. The product installation location must be ventilated in accordance with the requirements of the user manual and installation guide.

2.7 This warranty covers a capacity equivalent to one full cycle per day. This product is not suitable for supplying life-sustaining medical devices and automotive applications.

2.8 Dawnice CLOUD monitoring requires an Internet connection on all storage systems. The Dawnice CLOUD Storage System Limited Warranty may be void on systems that are not connected to the Internet.

**3. Replacement or repair**

3.0 If any product covered by this warranty is determined to be defective or nonconforming by a Dawnice authorized service partner, Dawnice will, at its sole discretion, replace or repair the defective or nonconforming product. Any repair or replacement will not be considered an extension or recalculation of the warranty period.

3.1 Dawnice will bear the cost of repairing or replacing nonconforming or defective products. Title to the replaced product remains with the end user.

3.2 In some cases, products and related components may be discontinued. In this case, the latest batteries and parts or products may not be returned, but products of similar quality and specifications will be offered for replacement.

**4. Exceptions to the warranty (including but not limited to the following)**

4.0 The warranty period specified above has expired.

4.1 Product damage and defects caused by improper use, misuse, and abuse by end users who do not follow the user manual.

4.2 Damage caused during transportation, incorrect installation of the product, disassembly outside the temperature range during use, and improper use.

4.3 Unauthorized wiring and use of faulty or incompatible equipment.

4.4 Modify the product or change its functions at will without Dawnice’s permission.

4.5 Changes were made to the installation without according to the installation guide.

4.6 Product damage caused by repairs and other services not performed by personnel authorized by Dawnice.

4.7 The user fails to provide the correct product serial number or the product serial number is illegible, or has been modified without Dawnice's permission.

4.8 External influences, including abnormal physical or electrical stress (power outage surge, surge current, lightning, flood, fire, accidental damage, etc.)

4.9 Caused by external forces, force majeure (unforeseen, unavoidable, insurmountable objective events and other natural disasters, including but not limited to war, civil war, strikes, riots or other activities of government intervention, terrorism, wars, riots, etc.) Product damage, strikes, inability to obtain suitable and sufficient labor or materials and other Dawnice) or other events beyond the control of the third party.

4.10 Product damage caused by intentional or willful acts of the end user.

4.11 Failure to report product failure to a Dawnice authorized service partner within 30 days of failure.

4.12 Purchase and install the product outside the applicable area.

4.13 Customers cannot provide data, pictures, or videos to assist in the determination and analysis of abnormal products.

**5. Inapplicability of warranty claims**

If a reported warranty claim is shown to be invalid, the costs incurred by Dawnice or a Dawnice Authorized Service Partner due to the inapplicability of the warranty claim shall be borne by the end user; if the defect or failure in product performance is due to your misuse, abuse, accident, or caused by non-compliance, the warranty does not apply.

1. **Applicable Laws**

Product warranty is protected by the laws and regulations of the People's Republic of China and applicable regions. If any provision of this warranty agreement is declared invalid or unenforceable by courts and administrative agencies with competent jurisdiction, that provision will be deemed to have been modified and will, as far as possible, achieve the same economic effect as the original provision of this warranty and will remain in effect.

1. **Warranty restrictions**

7.0 Except as otherwise provided in this Agreement, to the extent permitted by applicable law, the warranties and remedies set forth above shall be exclusive and in lieu of all other warranties and remedies, oral or written, express or implied. To the extent permitted by applicable law, Dawnice expressly disclaims any and all warranties, legal or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and hidden or latent defects. If Dawnice cannot disclaim any implied warranties or warranties set forth by applicable law, then all such warranties and warranties shall be limited to the extent of the implied warranties or warranties set forth by applicable law and shall be enforced in accordance with applicable law. No dealer, agent or Dawnice authorized service partner personnel is authorized to make any modifications, extensions or additions to the warranty. If any provision of this Agreement is held to be illegal or unenforceable, the legality and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

7.1 Unless otherwise provided in this agreement, to the maximum extent permitted by applicable law, Dawnice shall not be liable for any direct, indirect, special, incidental or consequential losses arising out of the purchase or use of the products and their systems, including without limitation, loss of use, loss of revenue, loss of actual or anticipated revenue (including loss of contract revenue), loss of use of funds, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, personal loss injury or damage, or Indirect or consequential loss or damage caused by any reason (including any costs incurred in replacing equipment and property, resuming production, etc.).

7.2 Dawnice's liability for any reason whatsoever shall in no event exceed the purchase price paid by the end user to Dawnice for the product giving rise to such liability. Exceptions are liability for injury to life, body or health caused by negligence and mandatory liability for intentional or gross negligence.

**8. Beyond the warranty period**

If a product is out of warranty, Dawnice may (at its sole discretion) provide certain after-sales services to the end user, but all costs and expenses, such as parts, labor costs and travel expenses, are borne by the end user. To request such after-sales service, the end user must provide sufficient information about any defect to allow Dawnice Partners to determine whether such defect can be repaired.

**9. Dispute Resolution**

If a dispute arises over a warranty claim, Dawnice and the end-user agree to entrust a world-class testing agency to provide third-party verification and opinions. Unless otherwise agreed, all costs and expenses shall be borne by the party requesting such verification procedures.

The Hong Kong International Arbitration Center shall have exclusive jurisdiction over any further disputes over warranty claims arising out of this warranty.

1. **Changes to the agreement:**

If there are any changes or additions to this agreement, they can be made through mutual discussion between Party A and Party B.

1. **Effective time:**

This agreement will come into effect on the date that Party A and Party B sign this agreement.

1. **Validity period:**

The validity period of this agreement shall be one year from the date of signing by both parties after Party A and Party B terminate the cooperation transaction.

**13. others**

13.0 During the cooperation between Party B and Party A, if Party B brings persons other than Party B or with hidden identities to Party A and discloses Party A's production technology, business information or company name and other legitimate rights and interests of Party A to third parties, Party A has the right to terminate immediately. The cooperative relationship between the two parties, and Party B shall compensate Party A for all losses and corresponding legal liabilities caused thereby. Party A shall not disclose Party B's various documents and company secrets to third parties.

13.1 Party B shall provide Party A with the battery transportation dangerous package certificate + UN38.3 + air and sea transportation report + MSDS, etc. required by Party A within the agreed period; if Party B fails to provide Party A with the above test report required by Party A within the agreed time, The losses incurred shall be borne by Party B.

**14. Other agreements**

14.0 Professional terms regarding the specific products provided by Party B (agreed by both parties based on the specific products).

14.1 This agreement is an attachment to the purchase order (or trial production agreement) of both parties and has the same legal effect as the contract, but the execution of this agreement is not restricted by the termination of the contract.

14.2 Other matters not mentioned above can be resolved through negotiation in good faith by both parties.

14.3 There are two copies of this agreement, one copy for each party of supply and demand, and it will come into effect after being signed and sealed by both parties.

**Appendix 1**

A. Capacity measurement conditions:

Ambient temperature: 23℃~27℃, humidity: 25%~85%, atmosphere: 86kPa~106kPa

B. Charging and discharging methods:

B.0 Discharge the battery at a constant current (0.5C) until the battery reaches the discharge end voltage or the battery automatically protects.

B.1 Leave the battery for 10 minutes.

B.2 Adopt constant current and constant voltage charging methods. The charging current is not greater than 0.5C or the charging method specified in the specification, and the constant voltage charging cut-off current is 0.05C.

B.3 Leave the battery for 10 minutes.

B.4 Discharge the battery at a constant current (0.5C) until it reaches the discharge end voltage. Calculate discharge capacity. Monitor the current in time. (If it is constant current.)

B.5 The calculation formula is: current capacity = discharge time × constant current value.

B.6 Charge the battery with constant current (0.2C) and constant voltage (56V) until the battery SOC=50%

Party A (Chapter): Party B (Chapter):

Legal representative or principal: Legal representative or principal:

Signing date: Signing date: