

# JA Planet Limited Warranty

## EUROPE

### CONTENTS

1.	Terms & Conditions.....	1
2.	Warranty Obligations .....	1
3.	Warranty Exclusions.....	2
4.	Client Responsibilities .....	4
5.	How to Make a Warranty Claim .....	4
6.	Limitation of Liability .....	5
7.	Force Majeure.....	6
8.	Miscellaneous .....	6

## 1. Terms & Conditions

1.1 Subject to the terms and conditions of this limited warranty, **Shanghai JA Solar Technology Co., Ltd.**, address: No.118, Lane 3111, West Huancheng Road, FengXian District, Shanghai, P.R. China ("**JA Solar**") provide a limited product warranty for the following JA Solar product that are legally marked with either the Chinese or the English trademark "JA Solar":

[BP-ES-125kW-261kWh-B02]

("Product" or "Products", the limited warranty the "**Limited Warranty**").

1.2 This Limited Warranty applies to the Products that have been certified in the respective countries and regions.

1.3 This Limited Warranty is only valid for Products installed by JA Solar-designated installers or by certified and licensed installers who are not designated by JA Solar. In such case, a co-signed installation and commission report endorsed by both the respective legitimate owner of the Products ("**Client**") and installer detailing installation and commission, must be provided.

1.4 In any case, warranty claims must be submitted within the Product Warranty Period as defined in Article 2.3(i).

1.5 Warranty claims shall be submitted by the Client accompanied by satisfactory proof of succession or transfer of ownership of the Products.

1.6 If the Client does not conform to this Limited Warranty, or JA Solar determines that the respective failure of the Product is caused by one of the events described in Article 2.3(ii)(e) below, JA Solar shall have the right to decide in its own discretion and without being legally obliged to do so, to repair, replace the defective Product.

1.7 JA Solar will make every effort to replace the defective Product with an identical product. However, due to technical advancements, the original Product may not always be available. In such instances, we will provide an alternative product of at least the same value and standard, which performs at least as well as the original Product, though it may differ in size, shape, colour, or capacity.

1.8 If a Product or a part of a Product is replaced during the Product Warranty Period ("**Replacement Product or Part**"), the remaining duration of the original Product Warranty Period shall be applied to the Replacement Product or Part. Therefore, the Replacement Product or Part will not receive an additional or new product warranty period.

1.9 This warranty only covers the repair or replacement of defective Products and does not cover any expenses incurred by the Client for normal or scheduled maintenance of the Products.

1.10 The terms of this Limited Warranty may not be modified except in writing by our authorized personnel.

1.11 Any warranty claim under this Limited Warranty must comply with the requirements set forth in Article 5 below.

## 2. Warranty Obligations

2.1 The Product Warranty Period starts from the installation date of the Product (based on battery management system records), or six months after the Product's final factory inspection (based on Factory Acceptance Test report), whichever is earlier.

2.2 The Client is solely responsible for any warranty expiration, product damage or performance issues that fall outside the scope of this Limited Warranty due to its own failure to comply with Article 4. JA Solar may at its own discretion, offer paid maintenance services, with fees calculated based on mutually agreed framework.

2.3 This Limited Warranty guarantees the following:

(i) Product warranty

JA Solar provides a limited product warranty for all energy storage systems and accompanying components guaranteeing they are free from any defects in materials or workmanship for a period of 5 years (“**Product Warranty Period**”) unless the buyer has explicitly agreed an extended warranty period.

(ii) Warranty method (during the Product Warranty Period):

- (a) For warranty claims, once JA Solar confirms that the Product meets the requirements set out in this Limited Warranty, JA Solar will promptly repair or replace the product within a reasonable timeframe.
- (b) The performance of the parts, components, and products used by JA Solar for repair or replacement will meet or exceed the standards of the standard, qualified Products.
- (c) JA Solar assumes responsibility for all costs associated with on-site inspections, diagnoses, repairs, installations, and shipping for any parts, components, or Products that require repair or replacement.
- (d) If spare parts are no longer available, JA Solar may with the Client’s written consent, repair or replace them with an equivalent substitute product. The substitute must be produced by a qualified manufacturer and come with relevant test reports.
- (e) JA Solar is committed to guiding and assisting Clients to promptly resolving any post-sale issues that occur during product transportation, installation, and operation.

(iii) Performance Warranty

- a) JA Solar warrants and represents that the product retains at least 70% of Nominal Energy for either 120 months after the commissioning date or for a minimum Energy Throughput equivalent to 8000 full cycles, whichever comes first, when the battery system is operated as specified by JA Solar.
- b) The product DoD is 90% and during warranty period, it can safely operate in this range.
- c) The term “Nominal Energy” herein means the initially rated capacity of the product as indicated on the label of the products.
- d) The preconditions for evaluating the performance warranty assessments shall be as follows;  
  
Capacity measurement conditions: 90% DOD, temperature: 25-30°C and Charge/discharge rate of 0.5C

### 3. Warranty Exclusions

3.1 This Limited Warranty shall not apply to the following circumstances:

- (i) Normal wear and tear, if the replacement or repair of parts is part of the normal maintenance or service of the Product, or if the defect, damage or failure is limited to the surface coating, such as varnish or enamel.
- (ii) The defect, damage or failure occurred during the transportation process for which JA Solar is not responsible, unless the defect, damage or failure is attributable to JA Solar.
- (iii) Erroneous delivery, improper packing, or transit-related damages that are attributable to the Client.
- (iv) Defects, damages or failures caused by improper installation or debugging, non-compliance with the products or installation instructions, or lack of reasonable care during installation, debugging, use and maintenance (including failure to maintain or clean the Product as recommended in the instruction/operation manual).
- (v) Defects, damages or failures caused by accidental damage, theft, vandalism, or use that is inconsistent with the product specification or exceed the intended normal use.
- (vi) The Product is repaired, altered or modified by a third party not authorized by JA Solar.
- (vii) The Product's original serial number, nameplate and label have been removed, altered, erased or rendered illegible.
- (viii) Defects, damages or failures are caused by continued use of the Products after the defect becomes known, or the defect is identified during routine maintenance.
- (ix) Where a Product or system requires remote software upgrade to troubleshoot or rectify defects, and the Client refuses to provide necessary conditions for the update.
- (x) Defects, damages or failures caused using any spare parts not manufactured, sold, or approved by JA Solar or by interconnection with other Products for the purpose of repair or replacement of Products.
- (xi) Defects, damages or failures caused by any external factor, including contamination by foreign matter (such as dirt, smoke, salt, chemicals, and other impurities), water ingress, exposure to excessive heat or solvents, or inadequate ventilation not specified in the operating manual, exposure to strong vibrations or strong magnetic fields which may result in changes to the status or operating performance of the Product.
- (xii) Defects, damages or failures due to further external influences that exceed the Product's designed protection capabilities, including but not limited to abnormal physical or electrical stress such as power outage, surge, inrush current, lightning, fire.
- (xiii) Defects, damages or failures resulting from non-compliance with applicable laws, regulations, or industry standards regarding the management and transportation of the Products.
- (xiv) Defects, damages or failures arising from improper use, storage, operation, or maintenance by the Client including but not limited to:
  - (a) failure to follow the operation manual and industry standards for the use of the batteries;
  - (b) inadequate care and maintenance leading to quality problems;
  - (c) improper storage conditions;
  - (d) prolonged non-use or lack of maintenance;

- (e) cause by third parties not affiliated with JA Solar.
  - (xv) Defects, damages or failures caused by non-compliance with applicable national, state, or local electrical or safety codes.
- 3.2 If defects, damages or failures are caused by force majeure events, including but not limited to natural disasters, wars, strikes, and riots that prevent JA Solar from performing its contractual obligations within the Product Warranty Period. During the impact period of such events, the rights and obligations under this Limited Warranty may be suspended. Upon the elimination or reduction of the effects of the aforementioned force majeure events, JA Solar shall endeavour to take appropriate remedial actions in a timely manner to mitigate the impact on the Client's Product resulting from the non-performance.

#### **4. Client Responsibilities**

- 4.1.1 As a condition for the validity of this Limited Warranty, the Customer shall ensure that each Product is connected to the internet immediately upon its commissioning, and updated to the latest firmware versions in a timely manner.

JA Solar reserves the right to decline any Limited Warranty claim hereunder, if a Product remains disconnected from the internet or from firmware updates for any period of time.

- 4.1.2 As a condition for the validity of this Limited Warranty, the Customer is also required to maintain a detailed and up-to-date maintenance register for the Product. This register must include comprehensive records of all maintenance activities performed on each Product covered by this Limited Warranty after delivery including:

- (i) Date of commissioning of each Product;
- (ii) Date(s) of service
- (iii) Description of the maintenance activity
- (iv) Name and qualifications of the personnel performing the maintenance
- (v) Parts replaced or serviced
- (vi) Verification that the maintenance was performed in accordance with the manufacturer's specifications and recommended frequency

The maintenance register must be stored and made available to JA Solar upon request. Failure to maintain or provide this data may result in voiding of this Limited Warranty, particularly if it cannot be demonstrated that the Product has been maintained by appropriately skilled personnel, and in accordance with the prescribed maintenance schedule

#### **5. How to Make a Warranty Claim**

- 5.1 If a Product fails during the Product Warranty Period, the Client is responsible for mitigating any loss or damage. If the Client fails to take reasonable steps, any further loss or damage shall be the responsibility of the Client.

- 5.2 To make warranty claims under this Limited Warranty, the Client has to provide the following information:

- (i) name, address, postal code, and telephone number to contact the Client;
- (ii) the model and serial number of the Product (Both can be found on the Product);
- (iii) proof of purchase with date and supplier address;

- (iv) installation date and, if necessary, installation address, provided that the transfer of such data does not violate laws and regulations, including but not limited to the General Data Protection Regulation (GDPR) of the European Union;
  - (v) installer's address and (if possible) further contact information;
  - (vi) a complete and detailed list of observed failures of the Product and other information (e.g. any modifications) useful in analyzing the failures.
- 5.3 If the defects or failures of the Product occur, the Client is required to contact JA Solar without delay.
- Europe: [ess-support-eu@jasolar.com](mailto:ess-support-eu@jasolar.com)
  - Outside Europe: [ess-support@jasolar.com](mailto:ess-support@jasolar.com)
- 5.4 Relevant teams within JA Solar will work with the Client to correct defective Products in the most efficient way possible.
- 5.5 JA Solar's objective is to prioritize resolution of genuine quality issues. JA Solar achieves this by
- (i) thoroughly investigating the root cause of Product defects and failures; and
  - (ii) implementing immediate corrective measures to prevent the recurrence of such defects and failures.

To facilitate a timely and effective response, it is imperative that all warranty claims be submitted promptly (without undue delay) upon the discovery of a Product defect, damage or failure, and in any case, within 20 working days from the date the Client becomes aware, or should have become aware, of the circumstances that give rise to the claim. Claims submitted beyond this timeframe will not be accepted, unless such delay is attributable to JA Solar.

- 5.6 If during the root cause investigation it turns out that a warranty claim does not exist, the associated costs, including transportation, shipping or return freight shall be borne by the Client.

## 6. Limitation of Liability

- 6.1 Notwithstanding anything to the contrary herein, the warranties set forth in this Limited Warranty are in lieu of all other warranties, whether express, implied, or statutory, including but not limited to any implied warranties of merchantability, fitness for a particular purpose or non-infringement.

- 6.2 JA Solar's liability under this Limited Warranty, unless otherwise stipulated herein, shall be limited to damages in the event of wilful misconduct and gross negligence, and in the event of a breach of material contractual obligations (*wesentliche Vertragspflicht*), the fulfilment of which enables the proper implementation of this Limited Warranty in the first place, and upon the fulfilment of which the purchaser regularly may rely ("**Cardinal Obligation**").

For a simple negligent breach of a Cardinal Obligation, the JA Solar's liability is limited to the typical damage foreseeable at the time of the conclusion of the original supply contract, which is the contract under which the Products first were sold outside JA Solar and its affiliated companies ("**Original Purchase Contract**").

- 6.3 JA Solar shall, in no event, be liable to the Client for business interruption, loss of revenue, loss of profits, loss of data or transmissions, loss of customers, or any indirect, special, punitive or consequential damages of any kind whatsoever, resulting or arising from or relating to this Limited Warranty.

6.4 Notwithstanding the above, nothing in this Limited Warranty can be construed or interpreted as to limit the liability of JA Solar in case of fraud, wilful misconduct, per-sonal injury, death or the liability under the Product Liability Act.

6.5 If JA Solar is liable to compensate the Client, the total compensation paid shall not exceed the amount actually received by JA Solar as indicated in the original invoice for the defective Products. The limitations of liability under this Limited Warranty will not apply to the extent restricted or prohibited by applicable mandatory law.

## **7. Force Majeure**

JA Solar shall not be responsible or liable in any way to the Client for any non-performance or delay in JA Solar's performance of its obligations under this Limited Warranty due to occurrences of force majeure such as natural disasters, war, riots, strikes, unavailability of suitable or sufficient labour, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood by JA Solar at the time of the sale of the defective Product or the notification of the relevant warranty claim.

## **8. Miscellaneous**

8.1 If any portion or provision of this Limited Warranty is held to be invalid, illegal or unenforceable under applicable law, or the application of such portion or provision to certain persons or in certain circumstances is held to be invalid, illegal or unenforceable, then the portion or provision shall be deemed to be changed and interpreted to accomplish the objectives of such portion or provision to the greatest extent possible under applicable law and the remaining portions or provisions of this Limited Warranty or the applicability of this Limited Warranty will remain unaffected, independent and valid.

8.2 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 Original Purchase Contract. The laws governing this Limited Warranty shall exclude any conflicts-of-law rule as well as the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any other uniform code.

8.3 This Limited Warranty shall constitute an integral component of the commercial contract between JA Solar and the Client concerning the Products. JA Solar and the Client are both obliged to adhere to the terms and conditions stipulated therein.