

Consumer Warranty Conditions (Battery system) 附件三 客户质保条款 (电池系统)

Original: Warranty conditions
Version: V1.0
Date: 2019-04-26

WARRANTY CONDITIONS 质保条件

For Sunwoda (Sunwoda Energy Solution, SES) Battery System sold together with FerroAmpProduct Series, PSM 10/4, 15/6, 15/12

适用于和 Ferroamp 系统 PSM 10/4, 15/6, 15/12 一起销售的欣旺达产品系列

1. 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:

根据下面详述的条款和条件, 我们向最终用户提供由我们提供的以下产品 (产品) 的保修 (保修):

- Battery module H102025M-S 电池模块
- Battery Controller H100030H-P01/H100030H-P02 控制器

No other voluntary manufacturer's warranty shall be provided by us. This Warranty does not apply to anyone who has purchased the Products for the purposes of resale.

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 in Sweden .

我们不提供其他制造商的保修。本保修不适用于为转售目的购买产品的任何人。

本保修不可转让, 但以下情况除外: 如果产品安装在建筑物内, 则只要产品仍然安装, 本保修将转移到该建筑物或产品的任何后续购买者。

本质保条款仅适用于瑞典。

This Warranty only applies where the Products have been installed by a properly certified personnel or installers accredited by FerroAmp or SES.

本保修仅适用于经 FerroAmp 或 SES 认可的经过正规认证的人员或安装商安装的产品。

2. 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.

我们保证, 如果此类产品自购买之日起 5 年内有缺陷或制造或材料有缺陷, 我们将修理或更换 (根据我们的选择) 不良产品或其任何部分。

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.

我们将努力用相同的产品替换不良产品或部件。但是, 由于技术进步, 该产品可能不再生产。在此情况下, 我们将提供至少相同价值和标准的其他类型的产品, 尽管替换产品可以是不同的尺寸, 形状, 颜色和/或容量。

由于技术进步, 更换部件或组件可能与已安装的其他组件不兼容。与本系统不兼容相关的任何费用均不在本保修范围内。

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 limited to **3 years**. 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 SES.

如果在保修期内更换产品，剩余保修期将自动转移到更换的产品。要求所有系统都具有用于监控的互联网连接。对于未连接到互联网的系统，保修期限为 3 年。对没有互联网连接的系统提出保修索赔，安装人员或最终用户有义务组织合格人员，在 SES 的指导下进行现场检查和数据收集。

FerroAMP monitors systems and informs end customers via internet in the event of detected defects of the product within the warranty period. For systems with no internet connection, the end customer should inform SES through FerroampPortalASAP if a product is found to be defect in order to qualify for repair or replacement under the warranty.

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

如果在保修期内发现产品缺陷，FerroAMP 会监控系统并通过互联网通知最终客户。对于没有互联网连接的系统，如果发现产品有缺陷，最终客户应尽快通知欣旺达，以便符合该产品保修条件下的维修或更换资格。

本保修仅适用于维修或更换有缺陷的产品。它不包括：

- 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.
- 最终用户或安装人员在正常或定期维护产品时发生的任何费用；
- 任何其他费用，如运输，差旅和人员住宿费等；
- 有悖于法律或因违反本保证而产生，财产损失，人身伤害，直接或间接损失而产生的其他费用。

The battery product under this warranty shall be charged and discharged once (1 cycle) every three months so as to guarantee the performance at its first installation.

本保修项下的产品，在其安装之前，应每三个月做一次充放电循环。

3. Battery Performance Guarantee

Upon the granting of the Warranty, with the condition of the system has to be installed indoor with the ambient temperature 10°-30° and humidity less than 65%, we guarantee as follows:

Each battery module retains at least seventy percent (70%) of its nominal capacity for 120 months from the earlier of

1. the date the battery storage system is installed at the end user's property or
2. six (6) months after the date the Product was manufactured
3. the date a total energy of 4.08MWh per kWh usable capacity has been dispatched from the battery.

The usable capacity at the time of installation is 95%.

在系统满足安装在环境温度为 10-30 度,湿度不超过 65 的室内的条件下，我们保证系统持续运行 120 个月后，每个电池模块保留其标称容量的至少百分之七十（70%）

1. 从首次安装的日期起算
2. 或生产六个月后起算
3. 总发电量 4.08MWh 起

安装时的可用容量为 95%。

4. Conditions

This Warranties only apply if:

- is purchased from SES or an Authorized Reseller in EU; Ferroamp Elektronik AB is an Authorized reseller.
- 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.

- 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 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 SES.
- 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.

本担保仅适用于：

- 从 SES 或欧盟授权的经销商处购买; Ferroamp Elektronik AB 是一家授权经销商。
- 产品必须由授权和许可的安装人员安装并正确调试。可能需要出具调试合格的证明（例如合规证书）。由于错误安装或调试而导致的故障声明不在本保修范围内。
- 如更换或修理的产品或部件，则原始保修期限将适用。替换产品或部件不带有新的保修。
- 产品的原始序列号和评级标签必须完整且可读。
- 本保修不适用于任何已完全或部分拆卸或改装的产品，除非 SES 进行此类拆卸。
- 除非我们的授权人员以书面形式提出，否则不能修改本保修条款。
- 本保修仅适用于最终用户直接从我们购买的产品或授权经销商从我们购买的转销售的产品。

本保修下的任何保修索赔必须符合第九章中的“如何提出保修索赔”部分的要求。必须有最终用户和安装人员签署的产品调试和处理说明的调试报告。

5. Exclusions

免责

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;
- 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.

在一个或多个以下条件出现的情况下，此保修不适用于所造成的缺陷或故障：

- 由于产品的存储，处理，安装（或拆卸和/或重新安装）或调试，不符合我们提供的说明，适用的安全规定或无合理的保养，包括有意造成产品安装尺寸不合适等；

- 由于操作, 使用或维护本产品, 不符合我们提供的说明或未经合理保养 (包括未按照说明/操作手册中的建议维护/清洁产品);
- 由于意外损坏, 盗窃或故意破坏, 或用于产品未设计或销售的目的或环境条件, 或在产品指定或正常操作范围之外的使用;
- 由于气候或其他环境影响, 产品的状况或操作性能发生变化, 外来物质污染 (如污垢, 烟雾, 盐, 化学品和其他杂质), 水进入, 暴露于过热或溶剂或因使用产品通风不足 (特别是根据操作手册的最高温度), 暴露于强烈振动, 暴露于强磁场或因不可抗力事件造成的损坏;
- 正常磨损或更换或修理部件是产品正常维护或维修的一部分, 或仅损坏表面涂层, 清漆或搪瓷;
- 由未经我们授权的第三方进行的产品维修, 更改或改装;
- 使用非我们制造, 销售或批准的任何备件
- 与维修或更换产品有关;或由于产品与其他制造商的产品相互连接;或者由于系统中安装了产品的任何其他有缺陷或故障的部件;
- 产品的铭牌或序列号被修改, 更改或不可读的地方;
- 如果在运输过程中发生损坏;要么
- 不影响产品能量产生的其他损害和视觉性质的损害 (例如表面划伤) 。

本保修不适用于因已知产品有问题而继续使用产品而造成的损坏, 或者没有定期维护, 使产品问题累计而造成的损坏。

6. Customer's assistance in returning the faulty unit:

客户协助退回故障系统:

If SES demands, the Customer must return the broken parts. Following the receipt of the replacement unit, the customer must return the allegedly faulty unit in the same packaging material as the replacement unit. SES 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.

如 SES 要求, 客户在收到更换装置后, 必须使用与更换装置相同的包装材料退回据称有故障的装置。SES 将提供所有标签, 文件和运费详细信息, 以便归还所谓的故障系统。所有涉嫌故障的系统必须在收到更换系统后的十 (10) 个工作日内归还。必须有合格的安装人员进行设备更换和重新调试。在故障系统的剩余保修期内, 更换系统将由故障系统的原始保修条款涵盖。

7. Ferroamps Responsibility:

经销商责任:

In the event of an equipment failure or fault, it is Ferroamps responsibility to work directly with SES Service Center in order to limit the return of non-faulty equipment. SES Service Center will work with Ferroamp 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 SES and fulfill the distributor/installer's responsibilities under Section "To make a warranty claim"

如果设备出现故障, 分销商有责任直接与 SES 服务中心合作, 以限制无故障设备退回。SES 服务中心将与分销商合作, 通过电话支持或直接远程纠正故障或故障信息。注意: 为了有资格获得进一步的补偿和更换系统, 经销商/安装人员必须首先联系 SES 并履行经销商/安装人员在“提出保修索赔”部分下的责任。

8. Wrong Deliveries and Transit Damage

错误的交付和运输损坏

Wrong deliveries, incorrect or damaged packing and transit damage claims are not warranty claims. Such cases should be referred to Customer Service at support@ferroamp.se

错误的交付, 不正确或损坏的包装和运输损坏索赔不是保修索赔。此类案件应转至客户服务部 support@ferroamp.se

9. To Make a Warranty Claim

提出保修索赔

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.

如果产品在保修期内出现故障，最终用户必须停止使用产品或安装产品的系统（视情况而定），将产品与任何能源隔离，尽快提出索赔并按照我们或我们的代表或代理商提供的所有说明。

To make a Warranty claim under this voluntary warranty, the end-user must contact us by the customerportal:<https://portal.ferroamp.com/> or by email at support@ferroamp.se.

要根据此自愿保修提出保修索赔，最终用户必须通过客户门户网站与我们联系：<https://portal.ferroamp.com/>或发送电子邮件至 support@ferroamp.se。

In order to claim under this Warranty, You must:
为了根据本保修提出索赔，您必须：

- present the certificate of warranty declaration in its original form;
 - submit the invoice for the procurement of the Product indicating the date of delivery;
 - provide the Ferroampportal log data recorded by the Product as an indication of whether or not the Minimum Capacity has been achieved (but this would not be determinative).
 - The model designation and serial number of the Product (you can find both on the Product)
 - Signed commissioning report or protocol if existed
-
- 以原始形式出示保修声明证明;
 - 提交产品采购发票，说明交货日期;
 - 提供产品记录的 Ferroampportal 日志数据，以表明是否已达到最低容量（但这不具有决定性作用）。
 - 产品的型号名称和序列号（您可以在产品上找到）
 - 签名的调试报告或协议（如果存在）

If possible, consider also:
如果可能，请提供：

- contact info including Your name, address, postcode and a telephone number where you can be contacted,
 - A complete and detailed list of observed faults and other information which could help with the analysis of the fault
-
- 联系信息，包括您的姓名，地址，邮政编码和电话号码，以便与您联系，
 - 完整详细的观察到的故障列表和其他有助于分析故障的信息

10. Costs of Submitting a Warranty Claim 提交保修索赔的费用

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.

对于本保修下的无效索赔，我们对最终用户提出保修索赔（包括运输或退货运费）的费用概不负责。

对于本保修下的有效索赔，最终用户不需要支付与提出保修索赔相关的合理费用，包括保修处理费用，更换零件或运费的费用。可以向我们索取在本保修条款下提出有效保修索赔时所需和合理产生的费用或费用的报销。将需要支持此类索赔的文件证据。

11. Deadlines for Submitting Warranty Claims 提交保修索赔的截止日期

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 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 one month of acknowledging 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.

我们的目标是优先解决真正的质量问题。这通常通过调查缺陷产品失效的原因并通过立即采取纠正措施来防止再次发生保修失败来实现。因此，一旦产品发生故障，并且在任何情况下，在承认引起索赔的事件问题的一个月内，我们必须立即向我们提交本保修下的所有索赔。在此期限之后，不会考虑根据本保修提出的索赔。

12. Product Liability and Product Safety

产品责任和产品安全

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.

我们应立即通知保修期内外的任何潜在产品安全问题。我们非常了解我们的产品责任和产品安全义务和责任。我们的目标是确保满足适当的产品安全标准，以避免因任何产品缺陷造成的伤害，损失和损坏。

13. Miscellaneous

未尽事项

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.

本保修应构成我们与最终用户之间关于产品的购买合同的一部分，并应由双方遵守。

Manufacture Contact Details

制造商联系方式

This warranty is offered by:

Sunwoda Energy Solution Co., Ltd.,

Visiting address:

2/F, Block C, Jianxing Technology Building, 3151 Shahe West Road, Nanshan District,
518055 Shenzhen, China

For any questions, please contact:
+86 (0) 755 86670358

SES Swedish service center by Esoltech AB

support@esol.tech

Visiting address:

Bondegatan 21, 116 33 Stockholm

For other customer service, please contact your installer or distributor.