

REV JKS-US DG Version 1.0

JINKO SOLAR LIMITED BATTERY STORAGE WARRANTY - AUTHORIZED DISTRIBUTORS

JinkoSolar (U.S.) Inc. (“**Jinko**”) provides the Warranties set forth herein to any end-user of Residential Energy Storage Systems (“**Customer**”), subject to the terms and conditions herein (“**Limited Warranty**”), as may be amended from time to time by Jinko in its sole discretion. Jinko and Customer may sometimes hereinafter be referred to each as a “**Party**” and collectively as the “**Parties**”. “**Residential Energy Storage System**” or “**RESS**” means Eagle RS model number JKS-R-7S21-US2620 hybrid or off grid residential energy storage system solar sold by Jinko or its affiliates to an Authorized Distributor on or after May 16, 2022. “**Authorized Distributor**” means any of the following and any permitted assign thereof: (i) an entity appearing in the List of Jinko’s Authorized U.S. Distributors available at www.jinkosolar.us as of the Warranty Start Date, or (ii) a residential installer purchasing a RESS directly from Jinko or its affiliates pursuant to a contract that includes the terms of this Limited Warranty.

1. **WARRANTY START DATE.** Jinko provides the Warranties set forth herein commencing upon the earlier of (a) the date of commissioning of the RESS at the Customer’s property or (b) that date which is six (6) months from the date the RESS was delivered by Jinko to the Authorized Distributor (“**Warranty Start Date**”).

2. **LIMITED PRODUCT WARRANTY.** Beginning on the Warranty Start Date and terminating on the last day of the period listed in the table below, Jinko warrants that the RESS and its accessories shall be free from material defects in design, materials and workmanship that affect the performance of the RESS (“**Limited Product Warranty**”). Material defects shall not include normal wear and tear, corrosion, or damage to surface coating, varnish or enamel.

Goods	Warranty Period for Limited Product Warranty
RESS	If the system remains connected to the internet through the datalogger system enabling monitoring of its operation and updating of firmware, then ten (10) years. If not, then five (5) years.
RESS accessories as defined in Table 4.2 of the Installation Manual	Two (2) years.

3. **LIMITED PERFORMANCE WARRANTY.** Beginning on the Warranty Start Date, and subject to the following conditions, Jinko warrants that the State of Health (“**SOH**”) of the battery in the RESS shall not be less than seventy percent (70%) until the earlier of (a) that date which is ten (10) years following the Warranty Start Date or (b) the date on which the total energy discharged from the system reaches 81MWh (“**Limited Performance Warranty**”): (i) the ambient temperature during the operation of the warranted battery shall not fall below -10 °C or exceed 50 °C at any time when operating and, when not operating, the ambient temperature of such battery shall not fall below -30°C or exceed 60°C; (ii) the accumulated discharge energy shall not be more than 365 times the nominal operation energy per year; and (iii) the charging and discharging rate must not exceed 0.5C.

4. **PERFORMANCE DEFINITIONS.** SOH shall be any positive amount calculated in accordance with the following formula, expressed as a percent: $SOH = \frac{\text{Actual Usable Energy Capacity}}{\text{Nominal Usable Energy Capacity}}$. “**Nominal Usable Energy Capacity**” means the original manufactured nameplate specification of the battery, expressed in Watt Hours, as certified by Jinko and indicated on the battery,

excluding any specified positive tolerance. **“Actual Usable Energy Capacity”** means the power output of the battery, expressed in Watt Hours, at watt peak that a battery generates at a given point in time after the Warranty Start Date.

5. **CLAIMS.** Customer is responsible for submitting the documentation necessary for Jinko to evaluate a claim under this Limited Warranty. If Customer believes there has been a breach of the Limited Product Warranty or Limited Performance Warranty (collectively, **“Warranties”**), then Customer shall promptly, and not later than fourteen (14) days after knowledge thereof, provide notice thereof to Jinko in accordance with Section 14 of this Limited Warranty, indicating the relevant serial number. Following Jinko’s receipt of a notice from Customer in accordance with the preceding sentence, Jinko shall direct the relevant Authorized Distributor to collect and submit to Jinko all information relevant to the claim, which may include the following: (a) fully executed agreements relating to the purchase of the RESS; (b) party making claim; (c) detailed description; (d) evidence, including photographs and data; (e) Warranty Start Date; (f) model type; (g) physical address; (h) a completed claim form, if requested by Jinko; (i) upon request from Jinko, the actual RESS(s) allegedly causing the breach; and (j) any additional evidence reasonably requested by Jinko. Jinko shall have the right to reject any claim if notice of such claim is not provided in accordance with this Section 5 or if Customer has not provided all information relevant to the claim in accordance with this Section 5. Notwithstanding anything to the contrary herein, Jinko shall be entitled, in Jinko’s sole discretion upon written notice to Customer, to require that any breach of the Warranties alleged by Customer be reviewed by a neutral third party testing laboratory selected by Jinko and approved by Customer, such approval not to be unreasonably withheld or delayed (**“Independent Testing Lab”**). The determination by an Independent Testing Lab as to whether a breach has occurred shall be final and conclusive with respect to the matters

covered by such determination. Jinko shall be responsible for all costs incurred by it in connection with the shipment by Customer of a RESS pursuant to Section 5(i) hereto and any Independent Testing Lab’s services provided pursuant to this Section 5, including shipping, testing services, storage, insurance and any RESS destruction incidental thereto; provided, however, Customer shall promptly upon receipt of notice indemnify Jinko for all such costs on a dollar-for-dollar basis in the event the Independent Testing Lab is unable to confirm a breach of the Warranties or Customer is otherwise unable to establish a breach of the Warranties.

6. **REMEDIES.** At Jinko’s sole discretion, Jinko shall either (a) repair, (b) replace, or (c) issue a credit or a refund to Customer for the defective RESS where a breach of the Limited Warranty has been established.

- (a) **Repair.** Jinko may, at its sole discretion, offer repair services by either remote diagnosis and commissioning, or by house-call on appointment. Such repair services may be performed by Jinko or by a third party appointed by Jinko, in Jinko’s sole discretion, and Customer shall provide necessary cooperation for repair services to be performed.
- (b) **Replace.** Jinko may, at its sole discretion, replace any RESS which causes a breach of the Warranties. Replacement RESS shall be delivered to the Authorized Distributor at Jinko’s sole cost and Customer shall coordinate the collection of any remedies delivered hereunder by Jinko with the relevant Authorized Distributor. Replaced RESS received by Jinko pursuant to Section 5 shall be the sole property of Jinko. Replacement RESS shall be of the same type and physical form as the original RESS, and/or electrically compatible with the original RESS. Notwithstanding the foregoing, if Jinko no longer supplies

RESS meeting the foregoing criteria, then replacement RESS provided under this Section 6 shall be those RESS then supplied by Jinko to the Authorized Distributor most substantially meeting the foregoing criteria. Jinko's delivery of any replacement RESS pursuant to this Section 6 shall not extend the term of any Warranties.

- (c) **Credit or Refund.** Jinko may, at its sole discretion, provide a credit or refund to the Customer for the defective RESS. The credit or refund value shall be equal to the actual purchase price of such RESS *minus* reasonable depreciation based on age and use of the RESS, as determined by Jinko in its sole discretion.

7. EXCLUSIONS. This Limited Warranty is subject to the exclusions set forth in this Section 7. The Warranties shall not apply to any RESS which has been: (a) altered, disassembled, repaired or modified without the prior written consent of Jinko or otherwise inconsistent with Jinko's written instructions; (b) removed and re-installed at any location other than the physical location in which it was originally installed following purchase by Customer or receipt from Jinko as a replacement RESS; (c) subject to misuse, abuse, neglect, or accident; (d) subject to force majeure, electrical surges, lightning, flood, fire, vandalism, tampering, accidental breakage, or other events beyond Jinko's control, resulting in material damage to the RESS; (e) installed on mobile platforms or in a marine environment; (f) subject to direct contact with corrosive agents or salt water; pest damage; or malfunctioning PV system components; (g) installed or used in a manner inconsistent with the version of Jinko Installation Manual provided by Jinko to the Authorized Distributor; or (h) continued use of the RESS following Customer's identification of a suspected fault or defect. The Warranties shall not apply to any RESS for which the labels thereon indicating type or serial number have been altered, removed or made illegible. The

Warranty shall not apply to RESS for which full and final payment has not been received by Jinko.

8. SAFETY. Customer shall notify Jinko immediately of any real or potential safety concerns regarding the RESS, whether such concerns arise within or outside of the warranty period set forth at Section 2. If risk of damage to the RESS is high, then Customer shall notify Jinko of such safety concerns within three (3) calendar days of become aware of same. Customer shall be liable for all actual damages resulting from Customer's failure to promptly and timely provide notice to Jinko in accordance with this Section 8.

9. LIMITS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LIMITED WARRANTY, EXCEPT AS EXPRESSLY PROVIDED HEREIN, JINKO MAKES NO WARRANTIES, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED, ARISING FROM OR RELATING TO THE RESS AND JINKO DISCLAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY LAW, INCLUDING IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE, ARISING FROM OR RELATING TO THE RESS. THE REMEDIES FOR BREACH OF THIS WARRANTY ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES ARISING FROM OR RELATING TO ANY BREACH OF THE WARRANTIES. IN NO EVENT SHALL JINKO BE RESPONSIBLE PURSUANT TO THIS WARRANTY FOR ANY PERFORMANCE ANALYSIS, INSPECTION, DIAGNOSIS, REMOVAL, REINSTALLATION COSTS, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSSES OR DAMAGES CAUSED BY REASON OF LOSS OF USE, LOSS OF PROFITS OR REVENUE, INTEREST CHARGES, LOSS OF BONDING CAPACITY, COST OF CAPITAL OR CLAIMS OF CUSTOMER DAMAGES, WHETHER LIABILITY ARISES AS A RESULT OF BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT

LIABILITY, BY OPERATION OF LAW OR IN ANY OTHER MANNER. EXCEPT AS SET OUT IN THIS LIMITED WARRANTY, JINKO SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY.

10. NO THIRD PARTY BENEFICIARIES. This Limited Warranty is for the sole and exclusive benefit of Customer and no other person or entity shall be a direct or indirect legal third party beneficiary of, or have any direct or indirect cause of action or claim in connection with this Limited Warranty.

11. LAW AND FORUM. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the conflicts of law provisions thereof. Any controversy or claim arising out of or relating to this Limited Warranty, including without limitation any question regarding its existence, validity, breach, or termination shall be settled by arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The award through arbitration shall become final and binding on the Parties, and the Parties agree to waive any right of appeal against the arbitration award. Any arbitration arising from or relating to this Limited Warranty shall be conducted in a location mutually agreed by the Parties within the state where Customer resides at the time of the warranty claim is first submitted to Jinko.

12. MERGER CLAUSE. This Limited Warranty sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

13. SEVERABILITY. If one or more provisions of this Limited Warranty are held to be unenforceable under applicable law, then (a) such provision shall be excluded from this Limited Warranty, (b) the balance of this Limited Warranty shall be interpreted as if such provision were so excluded and (c) the balance of the Limited Warranty shall be enforceable in accordance with its terms.

14. NOTICES. Notices required under Section 5 of this Limited Warranty to Jinko shall be provided and deemed to be properly given by the sender and received by Jinko if made by email to the following address:
eaglestorage.support@jinkosolar.com.

[END OF LIMITED WARRANTY]