

WARRANTY TERMS & CONDITIONS

(Global version)

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SolaX Thermal R290 Series (the “Heat Pump”) are manufactured by SolaX Power Network Technology (Zhejiang) Co., Ltd. The company (hereinafter referred to as SolaX) provides this Limited Warranty to the customers (the original end user / purchaser), who purchased from SolaX or its authorized distributors (Distributors), and have them installed, energized, commissioned, registered and activated by the Contractor* on or after 30th June 2025.

This Limited Warranty takes effect on 30th June 2025 and shall remain valid unless a newer limited warranty is subsequently posted which applies to covered Product’s Warranty Start Date.

The Contractor*: whose principal occupation is the sale and installation of heating, plumbing, or air conditioning equipment and who is properly licensed under all relevant or applicable laws of the local jurisdiction in which the Heat Pump is installed.

1. Warranty Period

LIMITED WARRANTY FOR HEAT PUMP

SolaX warrants that the Heat Pump Indoor Unit (“IDU”) and Outdoor Unit (“ODU”) shall be free of defects in material and workmanship for 7 years from the start time. The start time is the date on which the product was first installed.

2. Warranty Claim Procedure

For the claimant, please contact the local distributor where the product was purchased, or the contractor who installed the product, they will contact with SolaX if necessary. If the claimant was unable to obtain service from them, or was NOT satisfied with their service, the claimant can escalate their service request by contacting with SolaX service team (service@solaxpower.com) or contacting via SolaX official website <https://www.solaxpower.com/contact/> accordingly.

Please note, in order to deliver a friendly and timely service, SolaX cooperates with several distributors and contractor all over the world. As such, please treat them as the default service channel of SolaX and use these service channels to make your warranty claim; SolaX will support and audit service channels to ensure good service to customers.

For a warranty claim, the following information needs to be provided:

- 1). Contact information of claimant, including name of the person, phone number, email address, on-site installation photo evidence and shipment address.
- 2). Information regarding all defective product(s), including product(s) model(s), serial number(s), installation date and failure date. Any claims shall be made within one month of failure date to be considered under the warranty.
- 3). Error message on LCD screen (if applicable) and additional information regarding the fault/error.

SolaX may arrange an on-site inspection to find out the root of the faults. The claimant is responsible for granting access, making time, and ensuring the safety of the inspection by a technician from SolaX or an authorized third-party company.

While we processing the replacement action, the following information needs to be provided:

- A completed warranty claim form (SolaX RMA form);
- A copy of your original invoice, receipt, commissioning report, or any other document which can prove the purchase of the product or accessory and/or extended warranty, or the date of installation;

SolaX reserves the right to reject the warranty claim:

- If you fail to provide the above-mentioned information;
- If the product is replaced without the prior consent of SolaX;
- If the defect that is claimed is not caused by defective materials or workmanship;

SolaX will seek reimbursement of all costs (labour, travel, delivery, and/or replacement units that have been sent) incurred from the claimant if the product of replacement is found to be free from defects in materials or workmanship, or the product is found not to be covered by this Limited Warranty.

If the faulty device is not returned to SolaX within 6 weeks after replacement, our company reserves the right to charge based on the current market selling price of the machine.

3. Warranty Terms

SolaX warrants all goods to be free from defects in materials or workmanship under normal use, and in the event of the occurrence of a defect for which SolaX is responsible during the agreed warranty period, SolaX will, at its discretion:

- Fix the problem by updating the software or change the configurations; or
- Repair the defect on the premises of SolaX or on the customer's site; or
- Provide an equivalent substitute (repaired, refurbished, or upgraded model with at least equivalent functions) or a new device, For every exchange case, the claimant must gather the necessary information and send the RMA report (by following SolaX's RMA template) to SolaX to confirm the RMA request, prior to the product being exchanged
- If it is proven that the problem was caused by faulty installation, SolaX reserves the right to contact the original installer and request that they provide a solution to fix the issue before SolaX's intervention and may charge the subsequent cost to the original installer if they fail to provide a proper solution to fix this issue.

4. Transportation costs

In some cases, the claimant needs to organize the return of the allegedly defective product to SolaX and should confirm with SolaX for the shipment schedule in advance. As products need to be packaged in a reasonable condition, SolaX suggests using packaging material that is the same size as the product package at the time of purchase.

If the allegedly defective product is no damage found after checking the returned product, SolaX will invoice the claimant for the replacement unit in addition to the delivery and associated service charges of standard.

5. Warranty Registration

The direct customers who have purchased SolaX products shall register these products and upload the information (such as the original purchase invoice, the SN of product, and contact information) as soon as possible from the date of commissioning of the products (register online:

<https://www.SolaXcloud.com/#/warranty>).

6. Warranty Extension

The Heat Pump Support 5 years extended warranty. A warranty extension can be purchased from SolaX's authorized distributors for the mentioned of products no later than 6 months after its first installation date (or 12 months after production date), or end users can purchase via SolaX cloud website after finish online monitoring registration, The new warranty period of the units will automatically include the extended warranty and the remaining warranty. SolaX has the rights to increase the payment standard for warranty extension or reject any application received at a later point of time.

Note: Accessories do not support extended warranty

The warranty extension covers the cost of hardware material required to get the device functioning again and the delivery and associated service charges of standard.

7. The customer responsible

- 1) Following all instructions enclosed with the Heat Pump.
- 2) Retaining proof of installation, service and maintenance records.
- 3) Contacting a Contractor, or the distributor you purchased the Heat Pump from, when a problem is detected

8. Warranty Limitations

The product is not covered by warranty in the following cases:

- A. The product is out of the warranty period;
- B. Failed caused by improper care or maintenance of the Heat Pump or failure to inspect and maintain/service the Heat Pump in accordance with its manuals
- C. Failed to comply with the safety rules and regulations in respect of the Heat Pump or accessory;

- D. Installer workmanship, or repairs / replacement parts due to poor workmanship of the Installer;
- E. The product or accessory is damaged during transportation but the claimant has signed the delivery receipt (which requests the claimant to double check the outside & inside of the package and take pictures as evidence before signing the delivery receipt. If the customer finds that there is damage, it should reject the receipt. If it is found after signing, it must contact SOLAX within 3 days. SOLAX will contact the logistics company, but the decision is made by the logistics company);
- F. The replaced products have not been returned to SolaX or cooperated partners (distributors) within **30** days;
- G. The defect is caused by improper usage of the product or failure to comply with the usage of the product for purposes other than those for which the product was designed or intended;
- H. The product is moved for any reason after it has been installed (regardless of whether it has been reinstalled subsequently or moved back to the same location) unless it is reinstalled at the same address by a qualified installer who has provided a test report to SolaX.
- I. The damage or defect is caused by lightning, flood, fire, power surge, corrosion, pest damage, actions of a third-party, or any other force majeure factors;
- J. The damage or defect is caused by embedded or external software or hardware from third parties without authorization (agreement in writing) from SolaX;
- K. The product is modified or altered (including the cases in which the product series number or product label is altered, removed, or defaced);
- L. Flaws (eg. any external scratch or stain, or nature material wearing which does not represent a defect) that do not adversely affect the proper functioning of the Heat Pump or accessory
- M. Wear and tear or consumption parts including, but not limited to, gaskets, etc;
- N. Damage as a result of any wildlife or insect infestation, nesting, or interference / damage caused as a result of failure to secure the Heat Pump or its components from wildlife or insects;
- O. Damage to the Heat Pump resulting from a corrosive environment or atmosphere or contact with corrosive materials that include, but are not limited to, chlorine, fluorine, salt, sulfur, recycled or waste water, fertilizers, rust, or other damaging substances or chemicals;
- P. Damage to the Heat Pump or its original parts caused by excessive temperatures or pressures
- Q. Situate the Heat Pump in an unsuitable location, or continuing use of the Heat Pump after onset of a malfunction or discovery of a defect.
- R. Unauthorized repair attempts;
- S. Products purchased from nonofficial channels (eg. Not authorized distributors and their cooperated partners);

In any other case, whether in contract, tort, or otherwise, the maximum compensation for customer losses caused by its faults shall not exceed the amount paid by the customer for the purchase of the equipment.

9. Service after Warranty Expiration

For products which are out of warranty or invalidation, SolaX provides an additional charge service, which includes the on-site service fee, materials fee, labor cost, and logistic fee:

- **On-site service fee:** Travel cost and time for the technician to deliver on-site services and the cost of labor time for the technician to install, analyse, repair, test and maintain faculty products;
- **Materials fee:** Cost of replacing the parts or units or any other relevant materials;
- **Logistic fee:** Cost of delivery, including the costs of sending the defective products from end users to SolaX, or/and the costs of sending the repaired products from SolaX to end users;

10. Limitation of Liability

SOLAX SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED

TO THIS LIMITED WARRANTY, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER SOLAX HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. SOLAX'S LIABILITY ARISING OUT OF A CLAIM UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE PURCHASE. EXCEPT FOR THE WARRANTY PRODUCTS, THE CUSTOMER UNDERTAKES TO WAIVE COMPENSATION FOR ALL OTHER DIRECT OR INDIRECT DAMAGES.

11. Assignment.

SolaX expressly reserves the right to novate or assign its rights and obligations under this Limited Warranty to a third party with the demonstrated expertise and requisite resources needed to effectively discharge the obligations hereunder. Customer may transfer this Limited Warranty to successors and assigns, this Limited Warranty will remain in effect for the time period remaining under the foregoing warranties.

12. Geographical Scope

This Limited Warranty terms and conditions only apply for the products which are originally purchased from SolaX's authorized channels and installed in the destination defined (refer to Commercial Contract with SolaX). For any units sold for one country/region but installed in another country/region, the warranty will become invalid if there is no written confirmation/approval from SolaX prior to the installation.

13. MISCELLANEOUS

A. Severability

If any provision of this Limited Warranty is held by a court or other tribunal of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of the parties so that this Limited Warranty shall remain in full force and effect. The invalidity or unenforceability of any provision of this Limited Warranty in any jurisdiction shall not affect its validity or enforceability in any other jurisdiction or the validity or enforceability of any other provision of this Limited Warranty.

B. Governing Law and Jurisdiction

This Limited Warranty shall be governed by and construed in accordance with the laws of P.R. China (excluding Hong Kong, Macao and Taiwan). Any controversy or claim arising out of or relating to this Limited Warranty or the breach thereof shall be settled in SHIAC (Shanghai International Arbitration Center) in accordance with the Arbitration Rules for the time being in force for arbitration. The Place of arbitration shall be Shanghai, P.R. China. The arbitration proceedings shall be conducted in English. The arbitral award shall be final and binding to the Parties. All costs of arbitration (including but not limited to arbitration fees, costs of arbitrators and legal fees and disbursements) shall be borne by the losing party unless otherwise determined by the arbitration tribunal.