

WARRANTY CONDITIONS -V1.0

For KSTAR BlueSpark Series (Australia & New Zealand)

Applicability and General Provisions

These general terms and conditions (hereinafter "General Terms and Conditions") shall apply to the purchase of a KSTAR Warranty for devices of the product types in the home use and commercial sector (hereinafter "devices") from KSTAR by the owner of the device or the installer (hereinafter "Customer"):

INVERTER:

Single phase

- E3.68KS-D22
- E5KS-D22
- E6KS-D42
- E8KS-D42
- E10KS-D42
- E10KS-D42-AU
- E12KS-D42

Three phase

- E4KT-D22
- E5KT-D22
- E6KT-D22
- E8KT-D22
- E10KT-D22
- E12KT-D22
- E8KT-D33
- E10KT-D33
- E10KT-D33-AU
- E12KT-D33
- E15KT-D33

Scope of Warranty

This product warranty applies exclusively to customers meeting either of the following conditions:

Products purchased directly through KSTAR official channels with designated usage in AU & NZ regions (covering Australia and New Zealand);

Products purchased through authorized overseas distributors of KSTAR inverters (covering Australia and New Zealand).

The scope of warranty services shall be provided in accordance with the countries or regions specified in the contract or agreement. In the absence of explicit provisions in the contract or agreement, the delivery location specified in the contract or agreement shall determine the coverage for warranty services. The warranty coverage shall follow the principle of alignment between the country of sale, the country of installation, and the country or region of after-sales service. In the event of a discrepancy between the country of sale and the country of installation, the agreed location or the delivery location shall prevail.

All warranty periods are as above unless specified on a KSTAR quote. If warranty period is specified on the sales order, such period shall prevail.

This warranty only applies to new product. Second-hand products may be eligible for limited warranty coverage subject to prior operation, installation, and de-installation conditions.

This Warranty applies only to newly purchased Products that are obtained directly from distributors and retailers approved by KSTAR, installed by a KSTAR-certified and licensed installer, and have not been previously installed for any purpose.

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.

General Terms

10 years of product warranty: 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 10 years from the date of purchase.

2 years limited warranty for accessory products including CT, Meter, Logger.

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.



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 technological advances, replacement parts or components may not be compatible with other components already installed. We will provide replacement parts or components for the system to work properly. Any other costs incurred in the process related to system incompatibility are not covered by this warranty.

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.

If the remaining warranty period is less than 6 months after the replacement, it will be extended to 6 months.

To ensure the validity of the 10-year limited warranty, the device must maintain a stable Internet connection for receiving critical firmware updates and uploading fault information.

All the products are required to be connected to WiFi for fault diagnose before any warranty claim can be approved or any technician can be sent on site. For the products that can't be connected to WiFi, Kstar will not cover the cost to send any technician or electrician on site for testing.

We monitor systems and inform end users via the monitoring platforms for possible defects. For systems with no internet connection, the end customer should inform us immediately if a product is found to be defective in order to avoid further damage to the system.

In the event of any breach of this provision, all logistics, labor, travel and accommodation expenses arising from on-site repairs shall be borne solely by the customer.

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 qualified personnel to conduct an on-site inspection and data collection under the instruction of KSTAR. KSTAR will not cover the labor cost for the first inspection visit and any visit without KSTAR's assistance will not be taken as a valid 'first inspection visit' .

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

- 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.
- Any costs in making the warranty claim, which is invalid under this Warranty.
- Indirect losses (e.g., loss of power generation profits, damage to associated equipment, etc.)

Preconditions for Warranty

This Warranty is subject to the following conditions:

- KSTAR's liability under this Warranty shall be limited to replacement, repair, and refund. Replaced or repaired Products shall be warranted for the remainder of the original Term of Performance Warranty. In any event, the replacement shall not justify the renewal of the Term of Performance 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 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.
- 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 KSTAR.

- The terms of this Warranty cannot be amended except in writing by one of our authorized officers.
- This Warranty only applies to Products purchased **directly** from distributors and retailers approved by KSTAR.
- There must be a commissioning report signed by the end-user and the installer for product commissioning and handling instructions.

Exclusions

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;
- Covered Products are not intended for use as a primary or backup power source for life- support systems, other medical equipment, or any other use where product failure could lead to injury, loss of life, or catastrophic property damage. KSTAR disclaims any and all liability arising out of any such use of your Covered Products. Further, KSTAR reserves the right to refuse to provide support in connection with any such use and disclaims any and all liability arising out of KSTAR's provision of, or refusal to provide, support for your Covered Product in such circumstances;
- 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;

- Any rust that appears on the device's enclosure caused by harsh environmental conditions. Faults or damage caused by exposure to sea coasts/saltwater or other aggressive atmospheres or environmental conditions without KSTAR's written confirmation/approval prior to the installation;
- 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;
- 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.

Customer's assistance in returning the faulty unit:

Upon receipt of the replacement unit, the customer shall return the allegedly faulty unit within 10 (ten) working days, using the retained original packaging and pallet of the delivered replacement unit. KSTAR will not be liable for supplying any

additional packaging materials; the claimant shall properly pack the faulty device and affix the pickup label in accordance with the courier's requirements.

A qualified installer must be available to complete the unit replacement and re-commissioning, and the replacement unit shall be covered by the original warranty terms of the faulty unit for its remaining valid warranty period.

Distributor Responsibility:

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

Wrong Deliveries and Transit Damage

Wrong deliveries, incorrect or damaged packing and transit damage claims are not warranty claims. Such cases should be referred to Customer Service on www.KSTAR.com.

Product Liability and Product Safety

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.

Miscellaneous

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.

Important Note: Australian Consumer Law

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.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Contact Details

China Contact Information

Company: Shenzhen Kstar New Energy Company Limited

Address: 4/F, No.1 BLDG. Software Park, Keji C. Rd. 2nd, Hi-Tech Industrial Zone, Shenzhen 518057, P.R.China

Email: service_solarinverter@kstar.com

Web Address: www.kstar.com

Australia Importer information

Company: KSTAR SCIENCE AND TECHNOLOGY AUSTRALIA PTY LIMITED

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