

LIMITED WARRANTY STATEMENT EP CUBE PRODUCTS (USA and Canada)

Effective April 21st, 2022

LIMITED WARRANTY

This Limited Warranty Statement applies to the following products that are sold and installed in the USA and Canada:

Smart Gateway: Models SG NA200G and SG NA200W;
Hybrid Inverter: Models HNA7G, HNA7W, HNA7G.TT, HNA7W.TT, HNA7G_AT and HNA7W_AT;
Battery Module: Models B3G and B3W;
Base; and
All related accessories
(Collectively, the “EP Cube Products”).

Subject to the terms, conditions and exclusions contained below, and subject to the EP Cube Products remaining connected to the Internet following installation, CSI Solar Co., Ltd. (“CSI Solar”) warrants to the original end user buyer (the “Buyer”) that EP Cube Products shall during the applicable Warranty Period be free from defects in materials and workmanship that have caused an adverse effect on product functionality under normal application, installation, use, and service conditions as specified in CSI Solar’s standard product documentation, such as the installation manual and its annexes (the “Limited Product Warranty”). The Warranty Period under this Limited Product Warranty for EP Cube Products other than Accessories shall be **ten (10) years**, and the Warranty Period for EP Cube Accessory Products shall be **two (2) years**, in each case starting from the Warranty Effective Date identified below.

Claims under the Limited Product Warranty can only be accepted if the Buyer can prove that the malfunctioning or non-conformity of an EP Cube Product has resulted exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions as specified in CSI Solar’s standard product documentation. Any color change of the EP Cube Product or any other changes in product appearance do not represent defects, insofar as the change in appearance does not stem from defects in materials and/or workmanship, and does not impact the functionality of the EP Cube Product.

In addition, subject to the terms, conditions and exclusions contained below, and subject to the EP Cube Products remaining connected to the Internet following installation, CSI Solar warrants to the Buyer that each EP Cube Battery Module Product will retain at least 80% of its initial capacity (as identified on the Product label) until the earlier of the following: (i) the date that is **ten (10) years** after the Warranty Effective Date identified below; or (ii) the first date on which the Battery Module has undergone 6,000 Cycles*, under normal application, installation, use and service conditions as specified in CSI Solar’s standard product documentation (the “Limited Performance Warranty”, and together with the Limited Product Warranty, the “Limited Warranties”).

* A “Cycle” is a full charge (0% to 100% State of Charge) and a full discharge (100% to 0% State of Charge) of the Battery Module; several partial charges and discharges summed together will constitute a full charge and full discharge of the Battery Module.

WARRANTY EFFECTIVE DATE

The “Warranty Effective Date” shall be defined as the date of installation of the EP Cube Product at the location of the original end user Buyer.

REGISTRATION OF EP CUBE PRODUCTS AND INSTALLATION

The EP Cube Products and confirmation of their installation must be registered with CSI Solar within forty-five (45) calendar days after they are installed. Registration should be completed by the installer as part of the installation and commissioning process. Registration is necessary to allow for remote upgrades and monitoring. To confirm whether the EP Cube Products have been registered, Buyer should visit the portal at the following website: www.eternalplanetenergy.com as soon as the EP Cube Products have been installed, and in any case within 45 calendar days after installation. On the top navigation bar on the homepage of this website, Buyer should go to the Support tab, and then to the Warranty page, and input the serial number of the EP Cube Smart Gateway Product (which is found on the Smart Gateway nameplate) where indicated to determine whether the Buyer’s EP Cube Products have been registered. If there is no record in the portal that the EP Cube Products have been registered, please contact CSI Solar Customer Service via telephone at +1 800 761-2990 or via email to Service.EPCube@csisolar.com or service.us@eternalplanetenergy.com to receive assistance with registration. For more support information, Buyer should refer to the standard product documentation, including the installation

manual.

INTERNET CONNECTIVITY REQUIREMENT

In order to provide a high level of service and support for the EP Cube Products during the term of the Limited Warranties, CSI Solar requires all EP Cube Products to be connected to the Internet throughout the duration of the Limited Warranties. Internet connectivity is established via the EP Cube Smart Gateway Product; this can be done by the installer or the Buyer. See the EP Cube Product installation manual for more details. By installing the EP Cube Products and connecting the Smart Gateway to the Internet, Buyer agrees that CSI Solar may remotely monitor the use and condition of the EP Cube Product system, including the Battery Modules, and remotely upgrade the system's software and firmware from time to time, without further notice. Upgrades may interrupt the operation of the EP Cube Products for a short time. If the EP Cube Product system loses Internet connection for an extended period (i.e., more than sixty (60) calendar days), CSI Solar may not be able to provide important remote upgrades. In such cases, CSI Solar will use reasonable efforts to attempt to notify Buyer, if possible, and remind Buyer to reestablish the Internet connection (it will be difficult for CSI Solar to notify Buyer if the EP Cube Products have not been registered, so Buyer should ensure they have been registered, as described above); however, if the EP Cube Product system remains offline, CSI Solar may not be able to honor the full duration of the Limited Warranties. If CSI Solar determines that the full warranty duration is not able to be honored, the Limited Product Warranty for EP Cube Products other than Accessories will still be honored for at least **four (4) years** starting from the Warranty Effective Date, and the Limited Performance Warranty will still be honored at least until the date that is **four (4) years** after the Warranty Effective Date, subject in each case to the terms, conditions and exclusions contained herein. If the Buyer has any questions about connecting the EP Cube Products to the Internet, please review the installation manual, or contact CSI Solar Customer Service via telephone at +1 800 761-2990 or via email to Service.EPCube@csisolar.com or service.us@eternalplanetenergy.com.

EXCEPTIONS AND EXCLUSIONS

The following will render the Limited Warranties inapplicable or null and void and of no further force or effect:

- Misuse, abuse and/or improper use, negligence, improper installation, overcharge, physical damage or alteration, either internally or externally, insufficient ventilation, use in an unsuitable environment for the EP Cube Product, including any environment or location that causes excessive wear and tear or debris buildup within the EP Cube Product;
- Where installation, commissioning or repairs have been performed or attempted on the EP Cube Product other than by an authorized service provider of CSI Solar;
- Where the EP Cube Product has not been paid for in full by the Buyer in accordance with required payment terms;
- Where the EP Cube Product is not installed, energized and put into use within six (6) months after it is purchased by the Buyer;
- Where the EP Cube Product is used as a component part of another product expressly warranted by another manufacturer;
- Where the EP Cube Product is opened, modified or disassembled without the express, prior written consent of CSI Solar, or where the Product seal is broken (for example, by leaving the front panel open); and
- Any modification or removal of marks, reverse engineering or alteration of the original EP Cube Product or of its original identification and serial number.

The following are not included within the scope or application of the Limited Warranties:

- Normal wear and tear;
- Damage caused by fire, water, rust or other corrosion, biological infestations, or any animals or insects;
- Damage caused by installation, storage, operation or maintenance that is improper or not performed in accordance with the product documentation or any local, provincial, state or federal laws, regulations, codes and requirements;
- Third party equipment, component parts, software or monitoring systems, or damage caused by any of the foregoing;
- Damage from shipping or transportation;
- Material or workmanship not provided by CSI Solar or its authorized service providers;
- Replaceable service items, including fuses and filters;
- Any costs incurred by the Buyer or installer for troubleshooting, installation, removal or re-installation of the EP Cube Product;
- Damage caused by force majeure events or accidents, including but not limited to power surge, flood, fire, earthquake, storm, lightning, and accidental breakage; and
- Damage caused by external events such as high input voltage from generators and electrical grid events outside the specifications of the EP Cube Product, including but not limited to harmonics, voltage transients, flickering and frequency events.

In addition, the Limited Warranties do not include a warranty of uninterrupted or error-free operation of the EP Cube Product, and do not cover costs related to the removal, installation, or troubleshooting of electrical systems. The Limited Warranties also do not cover (a) superficial defects, coating, painting, dents or marks that do not impact the performance of the EP Cube Product, (b) noise or vibration that is not excessive or uncharacteristic and does not impact product performance, or (c) LED indicator failure that does not affect product operation.

REMEDIES

If an EP Cube Product fails to conform to the Limited Performance Warranty or the Limited Product Warranty during the applicable Warranty Period, CSI Solar will, at its option, either repair the Product, replace the Product with a product of the same type (or equivalent type if the same type is not then available), or refund the appropriate residual market value of the Product.

Unless otherwise required by any mandatory applicable law, the Limited Warranties do not cover any transportation costs for returned products or parts, or for reshipment of any repaired or replaced product or parts, or any other cost associated with installation, removal, or re-installation of products or parts.

Any repair or replacement of an affected EP Cube Product shall not increase the applicable Warranty Period. The Warranty Period for replaced or repaired product is the remainder of the Warranty Period for the original affected EP Cube Product. Ownership of all products and parts which have been replaced is passed to CSI Solar.

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE FOREGOING REMEDIES STATE CSI SOLAR'S SOLE AND EXCLUSIVE OBLIGATION AND THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTIES.

CLAIM PROCESS

If the Buyer believes that it has a justified claim covered by the Limited Product Warranty or Limited Performance Warranty set forth above, then the Buyer shall submit such claim in writing without undue delay, with supporting information including but not limited to the claimed quantity, serial numbers, purchasing invoices and proofs, to CSI Solar within the applicable Warranty Period specified above to the following address, or such future address as CSI Solar may provide from time to time:

North America

Canadian Solar Inc.
Customer Service Department
1350 Treat Blvd., Suite 500, Walnut Creek, CA 94597
Tel: +1 800 761-2990
E-mail: Service.EPCube@csisolar.com or service.us@eternalplanetenergy.com

Upon receipt of such written claims, CSI Solar may seek further verification of the Buyer's claim of a breach of the foregoing Limited Warranty(ies).

WARRANTY ASSIGNMENT

The Limited Warranties are transferrable to a party taking legal title to the EP Cube Products (a "secondary owner"), provided that the EP Cube Products remain installed in their original installation location. To transfer the Limited Warranties, the secondary owner must register the EP Cube Products with CSI Solar. The secondary owner will only have warranty coverage on the transferred EP Cube Products for the unexpired portion of the original Limited Warranties (if any), subject to the terms, conditions and exclusions contained herein.

DISCLAIMERS

THE LIMITED WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, AND ALL OTHER OBLIGATIONS ON THE PART OF CSI SOLAR UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY CSI SOLAR. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CSI SOLAR HEREBY DISCLAIMS, AND 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 ANY OF ITS PRODUCTS (INCLUDING ANY EP CUBE PRODUCTS) OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL CSI SOLAR BE LIABLE TO THE BUYER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE BUYER, FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE EP CUBE PRODUCTS, EVEN IF CSI SOLAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CSI SOLAR'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR THE EP CUBE PRODUCT IN THE CASE OF A WARRANTY CLAIM.

THE BUYER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS, THE PURCHASE PRICE OF THE EP CUBE PRODUCTS WOULD BE SUBSTANTIALLY DIFFERENT. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS LIMITED WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU IN THOSE AREAS.

NOTE

In the event of any inconsistency among different language versions of this Limited Warranty Statement, the English version shall prevail. The installation and handling of EP Cube Products require professional skills and should be performed by qualified professionals. Please read the safety and installation instructions before using the EP Cube Products.