

**HUAWEI TECHNOLOGIES ESPAÑA S.L.**

C/Isabel Colbrand, 22

Centro Empresarial Castellana Norte

28050 Madrid



Madrid, 11 de November de 2023

Mr. Li Hongbo, mayor de edad, con NIE Y8466835-C y actuando como representante legal de **Huawei Technologies España S.L. ("Huawei")**, comercializadora en España de productos del fabricante Huawei Technologies Co. LTD, y con domicilio social en la calle Isabel Colbrand, número 22, y CIF B84136464.

### **DECLARA**

- 1.- Que suministra equipos fotovoltaicos en España a través de distribuidores autorizados.
- 2.- Que la garantía de los equipos suministrados es ofrecida directamente por Huawei acorde con las condiciones incluidas como anexo I.

Y para que así conste, a efecto de la declaración mencionada, firma:

**Li Hongbo**  
**Representante Legal**  
**Huawei Technologies España, S.L.**

**Huawei Technologies Spain SL ("Huawei") Limited Product Warranty**
**Effective date: XX/06/2023.**

This Limited Product Warranty covers the "Covered Products" defined in the table below, is valid only for the duration of the applicable "Warranty Period" defined in the table below and is subject to the following terms and conditions:

<b>Covered Products</b>	<b>Warranty Period</b>
SUN2000 inverter series: SUN2000-33KTL-A/36KTL SUN2000-30/36/40/50KTL-M3 SUN2000-60KTL-M0/105KTL-H1 SUN2000-100KTL-M1/M2 / 115KTL-M2 SUN2000185KTL-H1/215KTL-H0/H3 / 330KTL-H1/H2	Sixty (60) months starting one hundred eighty (180) days after products shipment.
SUN2000 inverters series: 12/15/17/20/25 KTL-M0/M2/M5 ("inverter")	One hundred twenty (120) months starting one hundred eighty (180) days after products shipment.
Communications & Monitoring: SmartDongle WLAN-FE/4G	Thirty-six (36) months starting one hundred eighty (180) days after products shipment.
Communications & Monitoring: SmartACU2000D, Smart Logger3000A/B	Twenty-four (24) months starting one hundred eighty (180) days after products shipment*.
Smart String Energy Storage System: LUNA2000-5/10/15-S0	One hundred twenty (120) months starting one hundred eighty (180) days after shipment or reaching the Minimum Through Output Energy, whichever comes first
Smart Energy center: SUN2000L-2/3/3.68/4/4.6/5KTL ("inverter") SUN2000-2/3/4/5KTL-L0 ("inverter") SUN2000-2/3/3.68/4/4.6/5/6KTL-L1("inverter") SUN2000-3/4/5/6/8/10KTL-M0/M1("inverter")	One hundred twenty (120) months starting one hundred eighty (180) days after products shipment.
Smart Backup Box: Smart Backup Box-B0/B1	Thirty-six (36) months starting one hundred eighty (180) days after products shipment.
Smart PV Optimizer: SUN2000-450W-P SUN2000-450W-P2 SUN2000-600W-P2	Twenty-five (25) years starting one hundred eighty (180) days after products shipment.
Smart Power Sensor DDSU666-H / DTSU666-H 250A/50Ma / DTSU666-HW	Thirty-six (36) months starting one hundred eighty (180) days after products shipment.
Smart Transformer Station: STS-6000K-H1, STS-3000K-H1 JUPITER-3000K, JUPITER-6000K, JUPITER 9000K	Twenty-four (24) months starting ninety (90) days after products shipment.
UPS: DBU-20, DPU-30	Twelve (12) months starting ninety (90) days after products shipment.
Smart AC Chargers: SCharger-7KS-S0 SCharger-22KT-S0	Thirty-six (36) months starting one hundred eighty (180) days after shipment.

Note:

The SUN2000 series inverter which was sold before, the warranty condition would be kept remaining valid according to the contract signed.

\*In case the sell was made to final customer, the warranty will be extended from 24 to 36 months.

All Huawei products are subject to a product lifecycle regulation as set out in:

<https://support.huawei.com/ecolumnsweb/en/warranty-policy>;

During the Warranty Period, in the event that a Covered Product is found to have a non-conformity or defect in the workmanship, materials or performance of the products according to its specifications occurring during normal use of the Covered Product, Huawei will, subject to the terms set out below, replace the Covered Product with a product that is functionally equivalent (in relation to feature, function, fit compatible, default software version) to, or better than, the defective Covered Product detailed in the warranty claim ("Replacement Product") and the terms of this Limited Product Warranty shall apply to any Replacement Products supplied by Huawei under this Limited Product Warranty. A Replacement Product shall be the Customer's sole and entire remedy in respect of any non-conformity of or defects in the Covered Products, without prejudice to the liquidated damages for defects established in the Supply Agreement. All costs related to the removal of defective Covered product and installation of Replacement Product will be born by customer. Huawei will be only responsible of bearing logistic costs for sending Replacement Product and picking up Defective Covered product.

Where the Replacement Product is a SmartLogger or SmartACU or SmartPID, it shall be covered by this Limited Product Warranty for the remaining Warranty Period or ninety (90) days from the date of replacement, whichever is longer. Following a replacement, the Replacement Product will become the property of the Customer and the defective Covered Product shall become the property of Huawei.

Where the Replacement Product is STS or its component, it shall be covered by this Limited Product Warranty for the remaining Warranty Period only. Following a replacement, the Replacement Product will become the property of the Customer and the defective Covered Product shall become the property of Huawei.

Where the Replacement Product is an Inverter or LUNA2000, it shall be covered by this Limited Product Warranty for the remaining Warranty Period or three hundred sixty (360) days from the date of replacement, whichever is longer.

Where the Replacement Product is a SmartLogger, SmartACU, SmartPID, SmartDongle, SafetyBox, SmartBackUpBox or Smart AC Charger, it shall be covered by this Limited Product Warranty for the remaining Warranty Period or ninety (90) days from the date of replacement, whichever is longer. Following a replacement, the Replacement Product will become the property of the Customer and the defective Covered Product shall become the property of Huawei.

## Warranty Specification for Smart String Energy Storage System

Product	Warranty Period	Minimum Through Output Energy (Per 5kWh module)	Warranty Extension	Availability @ EOL
LUNA2000	10 años	16.45Mwh	Not Applicable	60%

### Notices:

1. For products installed in Spain, Huawei warrants that the product retains sixty percent (60%) of Usable Energy for: ten (10) years from the dispatch from Huawei, or for a Minimum Through Output Energy of 16.45MWh which is calculated from the commissioning date by end user, whichever comes first.
2. The power module DCDC only involves the warranty period and has nothing to do with the battery performance. The battery pack and power module provide independent warranty.
3. Capacity test conditions: at an installation ambient temperature of  $25^{\circ}\text{C}\pm 3^{\circ}\text{C}$ , after charging to 100% SOC, let it stand for 10 minutes, and discharge the tested battery module at a set current of 0.2C to the discharge termination voltage, and record the amount of electricity released in the process.
4. After the end user purchases the battery, the installation and commissioning of the battery needs to be completed within one month from the date that the battery leaves the controlled warehouse of the distributor, the delivery note should be provided to Huawei. If the battery fails, the battery needs to be reported within one month after the failure. Damage to the battery module caused by negligence or failure to charge in time (the battery is left empty for more than one month) is not covered by the warranty.
5. The Product must be installed by qualified and recognized personnel or by a partner certified by Huawei. A qualified and recognized personnel is a qualified and trained electrician or installer.

### Standard Warranty Extension Procedure

The Warranty Period for Inverters can be extended up to a period of ten (10), fifteen (15) or twenty (20) years, at an additional cost to the Customer ("Extended Warranty"). An Extended Warranty can only be purchased during the warranty valid period.

The Warranty Period for STS can be extended up to a period of ten (10) years with the option of 3 years and 8 years, at an additional cost to the Customer ("Extended Warranty"). An Extended Warranty can only be purchased during the warranty valid period.

The Warranty Period for chargers can be extended up to the tenth (10th) year from beginning of the Warranty Period, at an additional cost to the Customer ("Extended Warranty"). An Extended Warranty can only be purchased during the warranty valid period.

Any warranty extension will be in accordance with and subject to the same terms and conditions as the Standard Warranty Period.

### Claiming Under the Warranty

To claim under this Limited Product Warranty Customer shall promptly after discovery of a non-conformity or defect in workmanship, materials or performance of the products according to its specifications in the Covered Products, report the non-conformity or defect to Huawei by contacting the Huawei Customer Services Help Desk (contact details as below) and providing the following information:

- i) a short description of the non-conformity or defect; including but not limited to input & output parameters, alarm ID, reason ID and data exported from the Inverter;
- ii) product serial number; and
- iii) If the corresponding Huawei team deems necessary, a copy of the purchase receipt or other document confirming customer's purchase of the equipment.

### STS

- i) a short description of the non-conformity or defect; including but not limited to input & output parameters, alarm ID, reason ID and data exported from the STS.
- ii) product serial number; and
- iii) Photos or videos of the faulty STS component.

Claiming under this Limited Product Warranty is conditional upon such information being provided.

- **The Customer Services Help Desk** can be contacted via:  
Free phone: 00 80 03 36 66 666  
Email: [eu\\_inverter\\_support@huawei.com](mailto:eu_inverter_support@huawei.com)
- **Online Technical Support:** <http://solar.huawei.com/eu/>  
Customer can find user manuals and other information on the website.

### Product Replacement

Huawei will, upon receipt of a warranty claim, determine whether the claim is covered by this Limited Product Warranty. If Huawei determines that the claim is not covered by this Limited Product Warranty, it will notify Customer setting out the reasons why the claim has been rejected. If Huawei determines the claim is covered by this Limited Product Warranty, then Huawei will provide the Customer with a Replacement Product.

For inverters, SACU, LUNA2000 batteries and Smartloggers, where Huawei opts to provide a Replacement Product, Huawei will deliver the Replacement Product to the Customer's nominated site within the European Union Countries, normally within two (2) to five (5) "Working Days" (being Monday to Friday but excluding public and bank holidays) after the warranty claim has been logged, investigated and confirmed. For the customers that have plants in Canary Islands, the replacement periods are up to 10 working days. Within fifteen (15) Working Days of the Customer receiving the Replacement Product, the Customer shall return the defective Covered Product to Huawei in its original packaging or the packaging removed from the Replacement Product (or missing these, in safe and secure packaging to prevent any damage in transit).

For STS related products including UPS, where Huawei opts to provide a Replacement Product, Huawei will deliver the

Replacement Product to the Customer's nominated site within the European countries, within seven (7) "Working Days" (being Monday to Friday but excluding public and bank holidays) after the warranty claim has been logged, investigated and confirmed. For the customers that have plants in Canary Islands, the replacement periods are up to 10 working days. For STS transformer, RMU and Battery, Replacement product will be delivered within ninety (90) days after the warranty has been logged, investigated and confirmed.

Within fifteen (15) Working Days of the Customer receiving the Replacement Product, the Customer shall prepare the defective Covered Product in its original packaging or the packaging removed from the Replacement Product (or missing these, in safe and secure packaging to prevent any damage in transit) in order to have it ready for collection. Huawei will organize the collection in coordination with customer. Huawei is only responsible for the transportation. If there are any special requirements beyond transportation, the customer is responsible for the corresponding expenses.

Huawei reserves the right to charge the Customer for the cost of the defective Covered Product, and Customer agrees by making a warranty claim to pay such charges, if:

- (i) a Replacement Product has been dispatched to the Customer but the defective Covered Product is not returned to Huawei on time;
- (ii) on inspection, a Covered Product returned does not match the one described in the warranty claim;
- (iii) on inspection, a Covered Product is found not to be covered by this Limited Product Warranty or the Limited Product Warranty has been invalidated as set out below.

#### **Payment of the Installer Call-out Fee and Fault Inverter Transportation Costs**

Following the replacement and receipt by Huawei of a defective Covered Product (only apply to inverters and SmartLogger, SmartACU, SafetyBox, Optimizer, Power Sensor, SmartDongle WLAN-FE/4G, LUNA2000, Smart Backup Box), Huawei will pay the certified installer a fee of €110 (including VAT) per Covered Product within the Warranty Period ("Installer Call-out Fee") along with reasonable transportation fees, provided that such transportation fees have been mutually agreed prior to the return by the Customer of the defective Covered Product. Huawei will pay €25(including VAT) each for the second or more optimizer failure replacement. The payment of the Installer Call-out Fee and any agreed transportation fee will be processed by Huawei, or by a service company on behalf of Huawei, within sixty (60) days after receipt by Huawei of the invoice and defective Covered Product. For customers with plants in Canary Islands the fee will be 110€ without including taxes (and 25€ excluding taxes for each second and more optimizers)

#### **Limits to Cover**

This Limited Product Warranty only applies to the hardware of the Covered Products and does not apply to any components, which are separate from the Covered Products such as auxiliary equipment, consumable and mechanical parts for mounting, or protective coatings that are designed to diminish over time (except where the defect has occurred due to a defect in materials or workmanship).

This Limited Product Warranty only applies to Customers who have purchased the Covered Products directly from Huawei, or from an authorized seller of Huawei in the European Union Countries (including islands). Huawei only processes shipping within the European Union Countries (including islands).

This warranty only applies to purchasers who have purchased the products from a dealer authorized by Huawei, to be

used in accordance with the applications for which they have been designed. This warranty may be transferred from the purchaser to another designated company within the boundaries of the European Union including islands, and shall remain in force for the remaining warranty period, provided that the installation of the equipment has been carried out in accordance with the user manual or quick user guide provided by Huawei.

This Limited Product Warranty only applies where the installation and any removal and reinstallation has been carried out in accordance with the installation directions and user guidelines which are provided with the Covered Products ("Documentation").

This Limited Product Warranty will be invalidated if the serial number of the Covered Product has been removed or defaced.

### **Exclusions**

This Limited Product Warranty does not cover defects or damage resulting from:

- (i) Warranty does not cover damages incurred as a result of the incorrect installation or used of the equipment with regards to the user manual provided by Huawei;
- (ii) Failure by the Customer to install and operate the Covered Product in accordance with the Huawei product specifications
- (iii) The Covered Product being used other than its normal and customary manner;
- (iv) unauthorized disassembly, repair, alteration or modifications
- (v) Misuse, abuse, intentional damage, negligence or accidental damage;
- (vi) Improper testing, operation, maintenance, or installation including without limitation:
  - (a) failure to meet the system requirements provided in writing for a safe operating environment or external electric parameters;
  - (b) Failure to operate the Covered Products in compliance with the operation manual and/or user guides of the Covered Products.
  - (c) Relocation and installation of the system other than in compliance with Huawei's requirements;
- (vii) Damage due to use of incorrect voltage
- (viii) Directly caused by problems in system infrastructure;
- (ix) Improper storage, shipping, handling or usage of the Covered Products; and
- (x) Force majeure events (including but not limited to act of terrorism, acts of governmental bodies or agencies foreign or domestic, sabotage, riot, fire, floods, typhoons, explosions or other catastrophes, epidemics or quarantine restrictions, labour unrest, or labour shortages, accident, freight embargoes, or any other event beyond the control of Huawei) for the period of time occasioned by any such occurrence.

The Limited Product Warranty does not cover cosmetic damage or superficial defects, dents, marks or scratches which do not influence the proper functioning of the Covered Product.

### **Limitation of Liability**

This Limited Product Warranty shall be in lieu of all other warranties, unless otherwise agreed on a given contract signed between Huawei and the Customer, conditions or guarantees as to description, quality, fitness for any particular purpose, satisfactory or merchantable quality of the Covered Products or any other warranty, condition or guarantee whether expressed or implied.

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Huawei shall not be under any liability whether in contract, tort or otherwise in respect of any non-conformity of or defect in the Covered Products or for any injury, damage or loss resulting from such non-conformity or defect or for any loss of contracts, loss of revenue, loss of use or profits or business, business interruption or for any extra operating expense or any indirect, consequential or economic damages or losses whatsoever and howsoever caused. The remedies specified in this Limited Product Warranty shall be the Customer's sole and entire remedy in respect of any non-conformity of or defects in the Covered Products.

Notwithstanding the foregoing, nothing in this Limited Product Warranty shall limit Huawei's liability for:

- (i) death or personal injury;
- (ii) fraud or fraudulent misrepresentation; or
- (iii) any other liability that cannot be limited or excluded as a matter of law.

**General**

- (i) No one other than an authorized representative of Huawei may make any modification, extension, or addition to this Limited Product Warranty.
- (ii) If any provision of this Limited Product Warranty is held by any court or award in arbitration to be invalid or unenforceable, the validity or enforceability of such provision shall not affect the other provisions of this Limited Product Warranty which shall remain in full force and effect.
- (iii) This warranty is governed by and construed under the laws of the Kingdom of Spain, excluding Spanish conflicts of law provisions and the United Nations Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for both Parties shall be Madrid, Spain.