

# FusionSolar SmartPVMS Plant Warranty Agreement

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# 1 Applicable Scope

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This document is applicable to the warranty description of Huawei SmartPV products sold in non-carrier markets in and outside China.

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# 2 Warranty Start Time

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1. The warranty period for a distributed product shall start from the date calculated as follows or the date when the buyer's first application for the warranty service is received, whichever comes earlier:
  - (1) Ninety (90) days after the distributed product is shipped if the product has been in stock of the distributor for less than or equal to ninety (90) days
  - (2) One hundred and eighty (180) days after the distributed product was stocked by the distributor if the product has been in stock of the distributor for more than ninety (90) days
  - (3) Ninety (90) days after Huawei delivers the distributed product if the product is directly ordered by a gold, silver, national, or e-commerce distribution partner from Huawei
2. Method for calculating the start date of the warranty period for a non-distributed product:

The warranty service period of the product shall start ninety (90) days after Huawei delivers the product or from the date when the buyer's first application for the warranty service is received, whichever date comes earlier. The start date, however, cannot be later than ninety (90) days after Huawei delivers the product.

## NOTE

If the warranty period starts from the date when Huawei receives the buyer's first application for the warranty service, the warranty period applies to the whole contract.

# 3 Warranty Service Content

1. During the warranty period, Huawei provides spare parts, remote technical support, remote fault locating, and remote software upgrade guidance by default. One free onsite service per year is included. Customers can purchase additional onsite services; however, these vary by country.
2. During the extended warranty period, Huawei provides spare parts, remote technical support, remote fault locating, and remote software upgrade guidance by default. The onsite service is not included. Customers can purchase additional onsite services; however, these vary by country.
3. Beyond the warranty period, Huawei no longer provides hardware support services, remote fault locating, remote software upgrades, or onsite services. Only limited remote support services are available.
4. The warranty service response time and troubleshooting time are as follows.

<b>Table 2: Service response time and troubleshooting time</b>	
<b>Service</b>	<b>Service Response Time and Troubleshooting Time</b>
<b>Hotline service</b>	China: 7x24, Monday to Sunday, 00:00 to 24:00 (including holidays) Outside China: 5x8, business days, subject to the local working hours
<b>Remote troubleshooting</b>	China: 7x24, Monday to Sunday, 00:00 to 24:00 (including holidays) Outside China: 5x8, business days, subject to the local working hours
<b>Online technical support</b>	China: 7x24, Monday to Sunday, 00:00 to 24:00 (including holidays) Outside China: 5x8, business days, subject to the local working hours
<b>Software update authorization</b>	China: 7x24, Monday to Sunday, 00:00 to 24:00 (including holidays) Outside China: 5x8, business days, subject to the local working hours

<b>Table 2: Service response time and troubleshooting time</b>	
<b>Service</b>	<b>Service Response Time and Troubleshooting Time</b>
<b>Logistics of faulty parts</b>	<p>After a spare parts service application is approved:</p> <ol style="list-style-type: none"> <li>1. If the spare parts are available in the local warehouse, Huawei shall send the replacement parts to the customer within five business days. The customer shall return the faulty parts to the designated receiving point within 15 business days after receiving the replacement parts provided by Huawei.</li> <li>2. If the spare parts are unavailable in the local warehouse, Huawei shall send the replacement parts to the customer within 30 calendar days (90 calendar days outside China). The customer shall return the faulty parts to the designated receiving point within 15 business days after receiving the replacement parts provided by Huawei.</li> </ol>
<b>Onsite support service</b>	<p>China: 7x10xND, Monday to Sunday, subject to the local working hours (including holidays)</p> <p>Outside China: 5x8xND, business days, subject to the local working hours, excluding legal holidays</p>

#### NOTE

1. If the customer does not provide the address information in time or the address information provided is incorrect, the service response time and troubleshooting time may be delayed.
2. Pickup of faulty parts: After receiving the replacement parts provided by Huawei, the customer shall prepare the faulty parts (packed with the packaging materials of the replacement parts) within 15 business days. Huawei will arrange a logistics service provider to pick up the faulty parts on site. Huawei will bear all transportation and insurance costs for returning the faulty parts. If the customer does not return the parts within the specified period, it will be deemed that the customer purchases the parts at list price.
3. ND: An application for advance spare parts replacement or hardware replacement service submitted after 15:30 will be deemed to be submitted on the next calendar day.

#### 5. Warranty period

The hardware and software of the FusionSolar SmartPVMS (Plant) are covered as a whole. The standard warranty is 3 years, which can be extended by 2 years, for a total of 5 years (subject to the depreciation period of the server).

<b>Service Category</b>	<b>Service Strategy</b>	<b>Delivery Strategy</b>
<b>Technical guidance</b>	Limited remote technical guidance services are available.	<p>China: Huawei Digital Power Service Team+Partners</p> <p>Outside China: Huawei Digital Power Service Team+Partners</p>

Service Category	Service Strategy	Delivery Strategy
<b>Warranty</b>	<ol style="list-style-type: none"> <li>TaiShan 200 server: The global strategy is consistent, and the default warranty service of <b>36 months</b> is available.</li> <li>2288X V5 server (end of production): In China and Japan, the standard warranty service of 12 months is available. In other regions, the standard warranty service of 24 months is available. (For details, see Table 1.)</li> </ol>	China: Huawei Digital Power Service Team+Partners Outside China: Huawei Digital Power Service Team+Partners
<b>Extended warranty</b>	The warranty can be extended for an additional <b>2 years</b> (subject to the depreciation period of the server).	China: Huawei Digital Power Service Team+Partners Outside China: Huawei Digital Power Service Team+Partners
<b>Training</b>	Employee training and channel partner training services are available.	China and outside China: Huawei Digital Power Service Team

6. Global standard warranty periods are as follows.

<b>Table 1 Standard Warranty Period by Region (Year)</b>
<b>TaiShan 200 Server</b>
The minimum standard warranty period in all regions is three years. In case of any conflict with the contract clauses, the contract clauses shall prevail.
<b>2288X V5 Server (x86 Server)</b>
The minimum standard warranty period in all regions is one year. In case of any conflict with the contract clauses, the contract clauses shall prevail.

#### NOTE

The maximum warranty period of a single server is 5 years (standard warranty period + extended warranty period) and it cannot be further extended through the purchase of multiple servers. Contact the solutions sales team for an evaluation to determine if the extension can be achieved through a non-standard quote.

# 4 Additional Information

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1. During the warranty period:

- (1) Software faults: Huawei will provide customers with software patches to upgrade the software according to the guide.

 **NOTE**

1. Huawei will provide software updates in a timely manner and release notifications on the official website. Customers can also receive notifications about their products through subscription. Huawei will not be liable for any problems caused by delayed upgrade due to customers' reasons.
  2. An updated software version does not provide new functions or features.
- (2) Hardware faults: An entire TaiShan 200 server or an entire 2288X V5 server (x86 server) needs to be replaced. However, Huawei does not provide the hardware replacement service free of charge.

 **NOTE**

1. The performance of the entire replacement device shall not be lower than that of the entire faulty device. The entire replacement device can be brand-new or refurbished, and its appearance may be different from that of the original entire device.
  2. The warranty period of the original entire device shall apply to the replacement entire device.
2. Beyond the warranty period:  
After the warranty period expires, onsite services and software upgrade services will not be provided anymore, and only limited remote support services will be provided.



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# 5 Warranty Limitations

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1. Huawei may not provide warranty services as required under the following conditions:
  - (1) Unexpected situations caused by force majeure (such as fires, floods, earthquakes, and lightning strikes)
  - (2) Deteriorated service conditions caused by social problems (such as turmoil, wars, strikes, and governmental control)
  - (3) Service implementation failure due to lack of supplies (such as electricity, water, and fuel)
  - (4) Interruption of a carrier's communications system
2. The following situations are beyond the warranty scope:
  - (1) Device damage caused by force majeure events (such as natural disasters, fires, and wars)
  - (2) Device damage caused by natural wear and tear
  - (3) Direct damage to the device due to the failure to meet the requirements for the operating environment (such as power distribution, temperature and humidity, load bearing, liquid cooling water quality, flow and pressure difference, pipe material, and air tightness) or external factors (such as external electromagnetic interference and faults of interconnected device), or the general industry standards
  - (4) Large-scale hardware or data damage to the Huawei-manufactured device due to the customer's negligence, improper operations, or sabotage
  - (5) Damage caused by the customer's failure to operate the Huawei-manufactured device in accordance with the operation manuals of the device
  - (6) System damage caused by the customer's or a third party's improper operations not conforming to Huawei requirements, including relocating and reinstalling systems, and adjusting, modifying, or deleting the identification marks
  - (7) Disks altered or marked without following Huawei's requirements
  - (8) System damage caused by customer infrastructure problems
  - (9) Damage to the device due to hardware or software modification without authorization from Huawei
  - (10) SSD cards/disks, SD cards, SataDom cards, M.2 cards, TPM cards, and USB flash drives having reached the maximum read/write times (For the

description of the maximum number of read/write times and the query of read/write status, see the product user manual.)

3. The following products or components are beyond the warranty scope:
  - (1) Consumables: including but not limited to cables, extenders, distributors, lithium battery modules for S series switches, refrigerant, air filters, and wet films
  - (2) Cabinets and accessories: including but not limited to cabinet mechanical parts, documents, product accessories, installation accessories (including but not limited to mounting ears and guide rails), and tools.

# 6 Warranty Service Guide

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1. Consultation services:

Hotline: <https://digitalpower.huawei.com/en/contact.html>

Service email: <https://digitalpower.huawei.com/en/contact.html>

Email address for license application: [license@huawei.com](mailto:license@huawei.com)

You can also consult your local Huawei authorized service center partner or the distributor who provided you with the product.

2. Service products:

If you have any requirements beyond the scope of the warranty service for the products you have purchased, you can call the customer service hotline, visit

<https://digitalpower.huawei.com> ,or <https://solar.huawei.com>

, or contact your customer/service manager. Through these channels, you can learn about Huawei's in-warranty upgrade services, extended warranty services, and other service products, which ensure the safe and efficient operation of your devices.

3. Supplementary notes:

(1) For the limitations, scope, exclusions, and compensation related to the warranty, please refer to the corresponding documents.

(2) This document provides a summary description only; for detailed warranty content and clauses, please refer to the product warranty manual.

(3) Huawei may modify the above warranty content. For details, visit <https://digitalpower.huawei.com>

# 7 Exemption Clauses

1. Huawei does not provide any explicit or implied commercial and technical guarantees not covered in this document.
2. Huawei does not guarantee that its products are completely defect-free, that customers will not encounter any problems or interruptions while using the products, or that Huawei can fully rectify these defects.
3. Huawei shall not have any obligation to provide services in the following circumstances:
  - (1) Unexpected situations caused by force majeure (such as fires, floods, earthquakes, and lightning strikes)
  - (2) Deteriorated service conditions caused by social problems (such as turmoil, wars, strikes, and governmental control)
  - (3) Service implementation failure due to lack of supplies (such as electricity, water, and fuel)
  - (4) Interruption of carrier's communications system
4. If a customer accepts the warranty service provided by Huawei, it indicates that the customer allows Huawei to access, obtain, and process the information that is needed for detecting, locating, and resolving problems during the service delivery. Huawei will only access and process the related information according to customer requirements after obtaining the customer's permission and will use the information only for providing warranty services. As the information is controlled by the customer, Huawei cannot determine whether the information contains any confidential or personal data of the customer. Therefore, the customer shall guarantee that it has obtained or retained all the necessary permissions and authorizations according to the applicable laws for Huawei to provide the service, so that Huawei will not violate the applicable laws, the customer's privacy policies, or agreements between the customer and users when providing the service. Huawei will take proper measures to ensure the security of the customer's information. However, Huawei shall not be liable for any direct or indirect liabilities incurred when Huawei obtains and processes the information during the service delivery. If the customer returns the hardware to Huawei, it indicates that the customer has made backup copies and removed any confidential, proprietary, or personal information stored in the hardware and the customer has granted Huawei to transfer it to the Huawei repair center in any country for repair. The customer shall be solely responsible for the removal of all preceding information before delivering the hardware to Huawei and further indemnify, defend, and hold harmless Huawei from, against, and in respect of any and all claims, liabilities, obligations, costs, expenses, penalties, fines,

forfeitures, and judgments (at equity or at law), which arises out of or relates to the transfer and disposal of preceding information, imposed by any governmental authority or claimed by the third party.

# 8 Warranty Applicability

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1. The warranty is only applicable in the country or region where the customer purchased the product. The warranty cannot be transferred to another country or region unless specifically stated in the product warranty description. If the device is moved to another country or region, the new customer can choose to purchase the warranty service, but an audit procedure such as device inspection must be performed before the customer signs for the warranty service.
2. The warranty cannot be transferred to another customer and is provided only for the original customer of the device.
3. The warranty must comply with local laws or other applicable regulations.

# 9 Compensation

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Huawei and its authorized service providers are not liable for the following under this warranty statement: loss of data or any direct or indirect losses caused by the device unavailability or business interruptions. In any situation, including those explicitly agreed upon through contracts or other forms, Huawei's maximum compensation for customer losses caused by its liability will not exceed the amount paid by the customer for the device.