

Warranty

Solar Mounting Structure

This Product Warranty ("Warranty") is applicable to the solar mounting structure products manufactured and supplied by ELIOS.

ELIOS guarantees and promises the quality of solar mounting products ("Products") as follows:

1 The Period of Quality Warranty

- a. This Warranty shall become effective on the date ("Effective Date") when the risk of loss and damage to the Products are being transferred from ELIOS to the CUSTOMER subject to the applicable INCOTERMS under the contract executed by ELIOS and the CUSTOMER for supply and provision of the Products ("CONTRACT").
- b. The warranty period of each component of the Products shall be as follows: FIVE (5) – YEAR from the effective date.

ELIOS warrants its Products, if any, to be free from defect in materials and workmanship under normal application, installation, and use as well as service conditions. If Products fail to conform to this warranty, during the warranty period of each component, ELIOS will, at its option, either repair or replace the defective components. The repair and replacement remedy shall be the sole and exclusive remedy provided under this Warranty and shall not extend beyond the period set forth herein.

2 Exemptions

The warranty does not cover the following during the quality assurance period:

- a. Malfunction or damage from improper installation/use per instructions, or unauthorized disassembly, modification, repair, etc.
- b. The product was not used in the environment or conditions required by the design, resulting in product failure or damage.
- c. Issues caused by faults/damage of non-Elios products/equipment.
- d. Malfunction/damage from customer-provided/purchased systems, components, or accessories in the products.
- e. Problems from design defects in customer-provided technical drawings.
- f. Damage from moving/handling after delivery.
- g. Normal/reasonable wear (e.g., deformation, discoloration, scratches).
- h. Losses from natural disasters, force majeure (earthquake, fire, war, etc.).

- i. Damage from intentional/negligent acts by users or third parties.
- j. Worse damage from failing to timely report malfunctions, damage, or wrong products.
- k. Issues undetectable by general tech/science before market launch.
- l. Damage from using products with known defects before installation.
- m. For zinc-aluminum-magnesium components: red rust allowed at cut edges; welds/bent areas: $\leq 5\%$ red rust/year, with 5-year functional guarantee.
- n. Hot-dip galvanized components: 5-year anti-corrosion/warranty, ensuring 5-year functionality.
- o. Mechanically galvanized/hot-dip galvanized bolts: red rust allowed at threads/edges/wrench areas within 1 year, with 5-year functional guarantee.
- p. Zinc-aluminum-magnesium materials must be used: $\geq 2\text{KM}$ from coasts (no severe industrial pollution); service temp $\leq 100^\circ\text{C}$; in moderate corrosive environments (excluding specific substances); with undamaged coatings.
- q. Other faults/damages not caused by ELIOS.

3 Others

- a. The products' malfunction or damage happened in the situation of Item III of this Warranty or when the Warranty period exceeded, ELIOS can provide paid technical support and maintenance services.
- b. The Warranty only guarantees the quality of the Products and shall not be liable for any loss caused by any reason related to the quality of the Products; nor for any incidental damage, derivative damage or special damage caused by any reason.

4 Claim

For valid warranty claims, the customer must immediately notify ELIOS via email to the listed addresses, enclosing evidence (invoice, bank payment receipt, sea bill and detail issue, pictures and videos). ELIOS may verify the claim at its discretion. With prior written authorization and following ELIOS' shipping instructions, the customer may return defective items at ELIOS's expense; unauthorized or non-compliant returns are rejected. If the breach is confirmed, ELIOS may, at its option, repair or replace the items (customer bears costs) and reserve the right to charge for pre-paid return freight. These are ELIOS's sole obligations and remedies.

5 Disputes

In case of dispute between ELIOS and the CUSTOMER arising out of a warranty, a first-class international test-institute such as TUV Rhineland in Cologne/Germany or a first-class test-institute in China or any other similar institute as mutually agreed by both ELIOS and the CUSTOMER shall be involved to judge the claim finally. The decision made by such institute shall be final and binding on ELIOS and the CUSTOMER.

All fees and expenses shall be borne by the CUSTOMER, if the institute decides that the Products' quality conforms to the agreed standards, otherwise it will be borne by ELIOS.

6 Various

Repair, replacement of defective products or components, or supply of additional products does not start a new warranty term nor extend the original one. Replaced products or components become ELIOS's property for disposal. If the defective product/component is no longer produced at the time of claim, ELIOS may provide a replacement of a different type (in size, color, shape, etc.), ensuring it does not affect product performance. This Warranty does not reduce or exempt the CUSTOMER's or user's obligations to inspect products timely, properly and cautiously, and to promptly inform ELIOS of any defects found.

7 Warranty Transfer

This Warranty is transferable when meeting all the conditions below:

- a. Products remain installed in its original installation location, and such location shall be affirmed in the CONTRACT and proved to be known by ELIOS clearly when CONTRACT was concluded;
- b. Products is legally transacted to its owner and legally used by any of its users;
- c. No guarantees or responsibilities beyond this Warranty is enforced on ELIOS;
- d. The period of this Warranty does not exceed.

8 Validity

This warranty can only be modified with the written approval of ELIOS' authorized representative. If the CONTRACT includes any modified warranty, quality guarantee or equivalent terms issued to the CUSTOMER, this warranty shall be invalid and unenforceable. Verbal representations purporting to modify ELIOS' warranties are invalid and unenforceable. ELIOS reserves the right to change the warranty at its sole discretion when deemed necessary.

9 Governing Law

The clauses of governing law and dispute resolution under CONTRACT executed by ELIOS and CUSTOMER shall be applicable to this Warranty. ELIOS reserves the right of interpretation for this Warranty.