

## Warranty Agreement

The following limited consumer warranty (hereinafter referred to as the "warranty") applies to the products provided by Shenzhen Topband Co., Ltd. (hereinafter referred to as "TOPBAND") to customer UAB „Elmitra" (hereinafter referred to as the "Customer").

以下规定的有限消费者质保(以下简称“质保”)适用于 Shenzhen Topband Co., Ltd. (以下简称“拓邦”) 向客户 UAB „Elmitra" (以下简称“客户”) 提供的产品。

### 1. Warranty Coverage 质保范围

This agreement is for battery products shipped by TOPBAND to customers. The product models are shown in the following table.

本协议针对由拓邦出货给客户的电池类产品，产品型号如下表所示。

NO.	Product model
1	RS-SH20550D
2	RS-SH30750D
3	RS-SH41050D
4	RS-SH51250D
5	RS-SH61450D

### 2. Warranty period 质保时间

The warranty commences from the earlier of:

- 1) date recorded in the seller's invoice to the end user.
- 2) six (6) months after the date the Product was manufactured.

质保期从以下两者中较早者开始:

- 1) 卖方发票上记录给最终用户的日期。
- 2) 产品生产之日起六(6)个月。

TOPBAND warrants that the Product will be free for ( 10 ) years from Warranty Start Date for defects that caused by improper workmanship or defective materials.

拓邦保证，从质保开始日期起 ( 10 )年内，产品不因工艺不当或材料缺陷而出现缺陷。

### 3. Preconditions for warranty 质保的前提条件

This agreement is a limited quality guarantee. The product must meet the following conditions to obtain the quality guarantee:

- Product shall fall within the warranty period.
- Any system failure, fault shall be reported to TOPBAND within 48 hours of appearance.
- Customers shall provide the proof of the original purchase of the product.
- The product should be installed or put into use within 9 months from the date of manufacture.
- The ambient temperature, working conditions, usage methods, transportation and storage of the product during use must comply with the relevant specification documents.
- After the product's battery is used at 0%, the battery should be charged to at least 10% within 24 hours.
- If the product is stored for more than one month, the battery charge needs to be replenished by more than 50% in advance.
- After the customer receives the product, a charge and discharge cycle of the product (including inventory products) should be carried out every six months starting from the date of the product serial number. Otherwise, it may cause irreversible capacity loss or the product may not be able to start up normally.

本协议为有限质量保证。产品必须满足下列条件才能获得相应质量保证：

- 产品应在质保期内。
- 任何系统故障，故障在出现后48小时内报告给拓邦。
- 客户应提供产品的原始购买证明。
- 产品应在出厂之日起9个月内安装完毕或开始使用。
- 产品使用时的环境温度，工况，使用方法，运输及存储必须符合相关规格书规定。
- 产品电量使用为0%后，需在24小时内将电池电量充电至少在10%。
- 若产品储存若超过1个月，需要提前将电池带电量补充超过50%。
- 自客户收到产品后，需按产品序列号的日期起算，每6个月对产品进行一次充放电循环（包括库存产品），否则可能造成不可逆的容量损失或产品无法正常开机。

#### 4. Exclusions of Warranty 质保除外

The problems in the following circumstances do not fall within the scope of quality assurance:

- Non-quality related issue; Not covered by free warranty; Products that have been refunded; Products whose warranty period has expired;
- Product damage caused by improper transportation, storage, installation or wiring, including but not limited by dropping, trampling, deforming, impacting, or spearing with a sharp item.
- The serial number on the Product can no longer be identified or has been modified.
- The product has not been used for more than 6 months, or has been completely discharged for 24 hours without recharging.
- Damaged or modified products not caused by TOPBAND responsibility, including but not limited to the following:
  - 1) Product malfunctions caused by other system-related components;
  - 2) Failure to install, operate or maintain the product correctly in accordance with the user manual;
  - 3) Modifying, repairing the product or making other changes to the hardware or software without the approval of TOPBAND.
  - 4) Products operated with damaged wires, plugs or output cables.
  - 5) Improper matching of other components leads to damage of the load/electrical appliances.
  - 6) Products cleaned with harmful chemicals or cleaning agents.
  - 7) Damage caused by the abuse of the product (including but not limited to falls, using the product beyond its output rated value, exposure of the product to rain or snow, extremely low air pressure, extreme temperature, water, incorrect operation of equipment).
  - 8) Without confirmation from TOPBAND, the mixed use of batteries or inverters, chargers and other non-matching components of different brands or models.
- Products without sufficient proof of purchase, such as: Products purchased from unauthorized distributors; Products that are lost, stolen or free; Products purchased from

illegal sources;

- Product damage caused by any force majeure event (e.g., natural catastrophes, such as flooding, fires, earthquakes, lightning or other abnormal environmental conditions, war, etc.).

下列情形的问题不属于质量保证范围:

- 非质量相关问题;不在免费保修范围内的; 已退款的产品; 保修期过期的产品;
- 因运输、储存、安装或接线不当造成的产品损坏, 包括但不限于跌落、踩踏、变形、撞击或用尖锐物品刺穿。
- 产品上的序列号无法识别或已被修改。
- 产品超过6个月未使用, 或完全放电24小时后不充电。
- 非拓邦责任导致的损坏或修改的产品, 包括且不限于以下内容:
  - 1) 其他系统相关部件导致的产品故障;
  - 2) 未按照用户手册正确安装、操作或维护产品;
  - 3) 未经拓邦批准擅自对产品进行修改、维修或对硬件或软件进行其他更改;
  - 4) 使用损坏的电线、插头或输出电缆操作的产品;
  - 5) 其他部件匹配不当导致负载/用电器损坏;
  - 6) 用有害化学品或清洁剂清洗的产品;
  - 7) 因滥用产品而造成的损害(包括但不限于跌倒、使用产品超过其输出额定值、产品暴露在雨或雪中、极低气压、极端温度、水、不正确操作设备);
  - 8) 未经拓邦确认, 混合使用不同品牌或型号的电池或逆变器, 充电器等非配套的部件;
- 没有足够购买证明的产品, 从未经授权的经销商处购买的产品, 遗失、被盗或免费产品, 从非法资源购买;
- 任何不可抗力事件(如:自然灾害, 如洪水、火灾、地震、雷电或其他异常环境条件、战争等)造成的产品损坏。

## 5. Quality Assurance Service 质保服务

For products within the warranty period, if the product cannot be used normally due to its own quality issues, the customer should provide a product letter to TOPBAND in the form of the attached form 《Product Declaration Information List》. TOPBAND will provide the following services (this guarantee does not include the normal wear and tear of the product).

质保期内的产品，由于产品本身质量问题导致产品不能正常使用，客户应以附件表格《产品声明信息清单》形式向拓邦提供产品信息，拓邦将提供以下服务（本保证不包括产品的正常损耗）。

### 5.1 Remote after-sales service 远程售后服务

For customers' daily technical inquiries or the handling of simple problems, TOPBAND will remotely connect and answer, and provide solutions.

针对客户日常技术咨询或者简单问题的处理，由拓邦远程对接解答并提供解决方案。

### 5.2 Product repair 产品维修

During the warranty period, if the product has defects and the defects are determined by TOPBAND or jointly by both parties to be TOPBAND responsibility, or when there is a dispute over the determination by both parties and the third-party appraisal result jointly determined by both parties is TOPBAND responsibility, TOPBAND will provide the following repair services.

- 1) Individual faults: According to the type of fault, TOPBAND provides free spare parts for customers to repair by themselves.
- 2) Batch failure: TOPBAND provides batch repair services or initiates product recalls, which can be negotiated by both parties.
- 3) Maintenance technical training: TOPBAND can provide maintenance technical support (including maintenance Sops, pictures/videos and other materials) to B-end customers.

When necessary, TOPBAND will go to the client's side to provide technical training

在质保期内产品出现缺陷，在缺陷经拓邦或双方共同认定属于拓邦责任的，或当双方认定有争议时，由双方共同确定的第三方鉴定结果为拓邦责任的，拓邦将提供以下维修服务。

- 1) 个例故障：按故障类型，拓邦提供免费配件给到客户自行维修。
- 2) 批量故障：拓邦提供批量维修服务或启动产品召回，具体可由双方共同协商进行。
- 3) 维修技术培训：拓邦可提供维修技术支持（包括维修SOP、图片/视频等资料）给到B端客户，必要时拓邦会前往客户端提供技术培训。

### 5.3 Product replacement 产品更换

If the abnormal product is determined by TOPBAND to have no repair value, TOPBAND will provide the following two solutions. The specific choice shall be made after consultation

between the customer and TOPBAND.

Plan 1: Replace with new products. If the abnormal products have been discontinued by TOPBAND, new products with similar performance/functions can be provided for replacement.

Plan 2: The depreciated value of the product (i.e., residual value) is recorded in the cost of purchasing the new product, and the residual value is deducted from the payment for the product when the new product is purchased; The above purchase price refers to the price listed on the invoice; The service life and depreciation value of specific products are shown in the following table.

若异常产品经拓邦认定无维修价值，则拓邦提供以下2种方案，具体由客户与拓邦协商后选择；

方案1：使用新产品替换，若异常产品拓邦已停产，可提供性能/功能相近的产品替换；

方案2：将该产品的折旧价值（即剩余价值），记入购买新产品的成本中，在购买新产品时，以剩余价值抵扣货款；上述采购价格是指发票上的标价，具体产品使用年限与折旧价值如下表：

Months Since Purchase	Depreciated Value
$0 \leq \text{Year} < 1$	100%
$1 \leq \text{Years} < 2$	90%
$2 \leq \text{Years} < 3$	80%
$3 \leq \text{Years} < 4$	70%
$4 \leq \text{Years} < 5$	60%
$5 \leq \text{Years} < 6$	50%
$6 \leq \text{Years} < 7$	40%
$7 \leq \text{Years} < 8$	15%
$8 \leq \text{Years} < 9$	5%
$9 \leq \text{Years} < 10$	1%

For example, If the value of a product is 1000, if the product cannot be used and cannot be repaired due to the TOPBAND problem, and the shipment time of the product is within 2 years, its residual value is 800, and the 800 can be used as the customer's credit for the purchase of new products.

例如：以1台产品价值1000计算，若该产品因拓邦问题导致无法使用，且无法维修，该产品出货时间在2年内时，则其剩余价值为800，该800可以作为客户购买新产品的抵扣货款；

For products that are replaced or repaired free of charge, the warranty period will continue the residual of the initial warranty period. For example, if an anomaly occurs 5 year and 5 months after the shipment of a defective product, the warranty period is 4 year and 5 months instead of 10 years after the free replacement or repair. For depreciated newly purchased products, the warranty shall be calculated according to the new product;

对于免费更换或者维修的产品，将继续执行剩余的初始质保期，例如：一台不良产品出货5年5个月后发生异常，在免费更换或者进行维修后，质保期为4年5个月，而非10年；对于折旧新购产品，质保按新产品计算；

#### **5.4 Services beyond the warranty period 超出质保期的服务**

For products that exceed the warranty period or scope, or are unable to be used normally due to faults caused by the customer's own reasons, TOPBAND can provide paid service to customers, including providing spare parts or returning repairs. For specific details, please consult the relevant customer service and the specific situation will be determined.

超出质保期或质保范围外，或者是由于客户自身原因导致故障不能正常使用的产品，拓邦可为客户提供有偿服务，包括提供配件或返修，具体需咨询相关客服，根据具体情况而定。

#### **5.5 Explanation of after-sales expenses 售后费用说明**

If the product is recognized by both parties as being the responsibility of TOPBAND or is appraised by a third party as being the responsibility of TOPBAND, TOPBAND shall bear the corresponding after-sales expenses. The specific expense details are as follows:

- 1) Repair parts cost: It includes the freight for the materials and repair parts required for the repair from TOPBAND to the customer's warehouse.
- 2) Maintenance labor cost: The working hours confirmed by both parties after assessment, based on the market price, are calculated by the hour.
- 3) Product freight: The freight from the customer's warehouse to TOPBAND/a third party of TOPBAND.
- 4) The claim fee is given to the customer in the form of converted batteries.
- 5) TOPBAND shall only bear the direct losses caused by problems with the product itself, and the after-sales expenses shall not exceed the value of the product itself.

产品属于双方认定为拓邦责任，或第三方鉴定为拓邦责任的，拓邦承担相应的售后费用，具体

费用情况如下：

- 1) 维修配件费用：包含维修所需物料及维修配件从拓邦到客户仓库的运费。
- 2) 维修人工工时费：经双方评估后确认的以市场价为准的工时，按小时计算。
- 3) 产品运费：从客户仓库到拓邦/拓邦第三方的运费。
- 4) 索赔费用以折算成电池的方式给到客户。
- 5) 拓邦仅承担产品本身出现问题所造成的直接损失，且售后费用不超过产品本身价值。

## 6. Effective clause 生效条款

1. This Agreement shall come into force upon being signed or sealed by the authorized representatives of both parties and shall be made in duplicate with the same legal effect.

1.本协议自双方有权代表签字或加盖公章之日起生效，一式两份，具有同等法律效力。

2. Either party may choose to affix electronic seal or fresh seal, faxed copy or scanned copy shall have legal effect.

2.任何一方均可选择加盖电子章或者鲜章，传真件或扫描件均具备法律效力。

3. In case of any inconsistency between this Agreement and the Development, Production and Supply Contract, and other contracts signed by both parties, this Agreement shall prevail.

3.本协议与双方签署的《开发、生产、供货合同》及其他合同不一致的约定，以本协议为准。

4. Any dispute arising from the performance of this Agreement shall be subject to the jurisdiction of Shenzhen International Arbitration Court.

4.因本协议履行产生争议，由深圳国际仲裁院管辖。

Customer signature/seal:

客户签字/盖章：

Date:

日期：

Topband signature/seal:

拓邦签字/盖章：

Date:

日期：

**Attachments:**

## Customer Complaint List 客诉信息表

基本信息 Basic Information	
客户名称 Customer Name	
开始使用时间 Start Time Of Use *	
故障发生时间 Time Of Failure *	
序列号/型号 SN /model no. *	
发生故障地区 Fault Area	
电池性能 Battery Performance	
充放电功能 Charge and Discharge Function *	<input type="checkbox"/> 充电 Charge <input type="checkbox"/> 放电 Discharge <input type="checkbox"/> 以上都不行 None Of The Above
电池电压 Battery Voltage *	端子电压 Terminal Voltage (        ) V
电池容量 Battery Capacity	(        ) Ah
循环次数 Battery Cycle	(        ) 次数 Cycle
串并联情况 Series-Parallel Situation *	(        ) 串联 In Series
	(        ) 并联 In Parallel
充电器/逆变器情况 Charger/Inverter Situation	
充电器/逆变器型号 Charger/Inverter Model *	
逆变器固件版本 Inverter Firmware Version	
是否与电池通讯 Communicate With Battery	<input type="checkbox"/> Yes <input type="checkbox"/> No
负载情况 Load Situation	
使用场景描述 Usage Scenario Description *	<input type="checkbox"/> 房车 RV <input type="checkbox"/> 家庭储能 Household Energy Storage <input type="checkbox"/> 船舶 The Ship <input type="checkbox"/> 基站 Base Station <input type="checkbox"/> 阳台光伏 Balcony photovoltaic <input type="checkbox"/> 其他 Other (        )
负载电流/功率 Load Current/Power *	(        ) A        (        ) W
问题详细描述 Problem Description *	
附件 The Attachment	
故障图片 Fault Pictures *	<input type="checkbox"/> Yes <input type="checkbox"/> No
APP 截图 APP Screenshots	<input type="checkbox"/> Yes <input type="checkbox"/> No
上位机截图 Upper Computer Screenshots	<input type="checkbox"/> Yes <input type="checkbox"/> No
历史数据导出 Exporting Historical Data	<input type="checkbox"/> Yes <input type="checkbox"/> No
备注：如有此功能请在方框中打勾，括号内填写数据。带*的字段是必需的（客户）	
<b>Note: If this function is available, please tick the box and fill in the data in parentheses. Fields marked with * are required (for customers).</b>	