

**附录 A TBEA 逆变器标准质保条款**

**STANDARD WARRANTY OF  
TBEA INVERTER**

**逆变器标准质保条款**

**1. STANDARD WARRANTY PERIOD**

**1. 标准质保**

The warranty period of TBEA inverter is 60 months as standard starting from the date of the COD or 63 months from the dispatch from the factory, whichever the earlier.

TBEA 逆变器的标准质保期为从并网之日起 60 个月，或从工厂发货之日起 63 个月，以时间先到为准。

**2. STANDARD WARRANTY SERVICE**

**2. 标准质保期服务**

1) TBEA warrants that TBEA products are free from defects in material and workmanship. TBEA has sole responsibility and discretion for determining the cause and nature of a product defect, and TBEA's determination with regard thereto shall be final.

1) TBEA 保证 TBEA 的产品不存在材料及工艺因素造成的缺陷，TBEA 对产品缺陷的原因和性质有唯一决定权，且是最终决定。

2) TBEA will take full responsibility for the malfunction/fault cause of its inverter system due to the defects of designing and manufacturing, TBEA will undertake all the cost caused by modifying or replacing the deficiency component(s).

2) 如设备故障属产品设计、制造、性能方面的原因，TBEA 将承担全部维修费用，免费修复。

3) Should any malfunction occur, TBEA after sales service personnel will respond the clients within 2 hours upon receiving the report of telephone

diagnosis; the technical personnel will arrive at the project site within 48 hours, and will give the emergency plan within 24hours.

3) 如发生任何故障，TBEA 售后服务人员将在接到现场故障初步诊断电话后 2 小时内作出响应；TBEA 售后服务人员将在 48 小时内到达项目现场，并在 24 小时内给出应急解决方案。

4) TBEA will provide free update of important software(s) of the inverter systems.

4) TBEA 将免费提供逆变器软件的更新。

5) Regular Performance Tracking: TBEA will do a regular performance tracking, during this period we will listen to the clients' opinion and solve the problems.

5) 正常运行的跟踪：TBEA 将提供正常运行跟踪，在此期间 TBEA 将听取客户的意见并解决可能存在的问题。

6) Customer-oriented Maintenance Data: Customer-oriented maintenance database is established in order to know the performance for the products and solve the problems in time.

6) 以顾客为中心的维护数据：建立以顾客为中心的维护数据库来了解产品的运行情况并及时解决问题。

7) TBEA and the End-User shall mutually agree upon the conduct of any tests required to determine whether a Product is defective in advance of conducting such tests. TBEA reserves the right to supply a different inverter model to settle warranty claim. Any parts that are replaced may be new or reconditioned. All parts replaced by TBEA shall become the property of TBEA.

7)为确定产品是否有缺陷而进行的任何需要的测试前，TBEA 与终端用户必须就这些测试达成一致意见。TBEA 保留提供不同逆变器型号以解决质保索赔的权利。任何被替换的部件可能是新的或翻新的。所有由 TBEA 更换的部件将成为 TBEA 的财产。

8) TBEA will provide the clients with spare parts with the price no higher than the market price after the warranty expired.

8) TBEA 将在保修期满后向客户提供价格不高于市场价格的零配件。

### **3. WARRANTY EXCLUSIONS**

#### **3. 质保除外条款**

3.1 This Warranty does not cover any defects or damages caused by:

3.1 本质保不包括由以下因素引起的任何缺陷或损坏

3.1.1 Improper transportation and delivery.

3.1.1 运输和递送不当。

3.1.2 Failure to properly store the Product before installation.

3.1.2 安装前未能妥善保管产品。

3.1.3 Improper installation.

3.1.3 安装不当。

3.1.4 Use and application beyond the definition in user manual of the Product.

3.1.4 超出产品用户手册中定义的使用和应用。

3.1.5 Neglect, abuse, misuse, improper maintenance or lack of maintenance, as set forth in the TBEA current Manual.

3.1.5 不按照 TBEA 现行用户手册中规定，忽视，滥用，误用，以及不正确的维护或缺乏维护。

3.1.6 Repairing, adjustment or alteration, not authorized in writing by TBEA .

3.1.6 未经 TBEA 书面授权的修理，调整或更改。

3.1.7 Acts of nature such as fire, flood and lightning.

3.1.7 自然灾害如火灾，洪水和闪电。

3.1.8 Non-compliance with applicable regulations and standards.

3.1.8 不遵守适用的法规和标准。

3.2 This Warranty shall be void, if

3.2 以下情形，本保修无效：

3.2.1 Serial number of the Product has been altered or cannot be clearly identified.

3.2.1 产品序列号已被更改或无法清楚识别

3.2.2 The Product is moved to a new location without written approval from TBEA.

3.2.2 未经 TBEA 书面批准，本产品被搬迁至新址。

#### **4. GUARANTEED UPTIME**

##### **4.正常运行时间的保证**

##### **4.1 Guaranteed Uptime**

##### **4.1正常运行时间的保证**

4.1.1 In the event of shortfall, TBEA should rectify the defects within mutually agreed time at TBEA's own cost to bring back the performance to normal.

4.1.1小故障发生时，TBEA自行承担费用，在双方商定的时间内处理故障，使其恢复正常。

4.1.2 From the date of up to 3 months after Commissioning Date, TBEA guarantees to the END-USER an uptime of ninety-nine percent (99.0%) for individual inverter during the guaranteed period. In case the same does not give specified & agreed performance, TBEA shall be given maximum One month's time to carry out necessary modifications / rectification / replacement at TBEA's cost.

4.1.2自并网之日起算，三个月后开始，TBEA向最终用户保证在保证期内单台逆变器正常运行时间为百分之九十九（99.0%）。如果不能达到约定的运行状态，特变电工应被给予最多一个月的时间，特变电工承担所有费用，进行必要的修改/更正/替换。

##### **4.2 Clash of the Parties**

##### **4.3双方冲突**

Failing agreement between the Parties about reason of interruption, it will be appraised by the Third-Party Expert appointed mutually by both parties.

如果双方未能就逆变器非正常运行的原因达成一致意见，将由双方共同指定的第三方专家进行评估。

##### **4.3 Exclusion**

##### **4.4 除外条款**

TBEA may decline its uptime guarantee of Solar Inverter provided that the interruption is due to:

特变电工可否认太阳能逆变器的正常运行时间的保证，前提是中断是由于以下原因造成的：

4.3.1 The reason not attributable to TBEA but due to the END-USER or third party.

4.4.1不属于TBEA的原因，而是最终用户或第三方的原因。

4.4.2 A decision of the END-USER to interrupt the operation of inverter

4.4.2 最终用户决定中断逆变器的正常运行

4.4.3 An enforceable administrative or judicial order

4.4.3强制的行政或司法命令

4.4.4 An event of Force Majeure;

4.4.4不可抗力事件

4.4.5 A breach by END-USER of its contractual obligations to the TBEA;

4.4.5最终用户违反其对TBEA的合同义务；

4.4.6 Theft or vandalism

4.4.6盗窃或破坏

## **5 FORCE MAJEURE**

### **5. 不可抗力**

5.1 Neither party (TBEA or the End-User) shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of acts of god or other cause which is beyond the reasonable control of such party and could not have been avoided by the exercise of reasonable prudence, including but not limited to natural disasters (e.g. earthquakes, floods, landslides), explosions, fire, destruction of machines that caused by reasons that not because of the solar inverter itself or solar plant itself, for example, terroristic attacks, nuclear accidents, war, civil war or similar uprising, general strike, strike, lock-out).

5.1 任何一方（特变电工或最终用户）均可因不可抗力原因而不履行或延迟履行本协议义务，包括但不限于自然灾害（例如地震，洪水，山体滑坡），爆炸，火灾，由于非逆变器本身或太阳能电站本身原因造成的机器毁坏），例如恐怖袭击，核事故，战争，内战或类似的起义，总罢工，罢工，封锁等）。

5.2 In the event of the occurrence of any force majeure event, the affected party shall notify the other party immediately in writing of the invocation of this section, and each party's obligations hereunder to the other shall be suspended for the duration of such force majeure event; provided, however, that the affected party shall be obligated to use its commercially reasonable efforts to restore performance hereunder as soon as reasonably practicable, and provided, further, that if such event continues for more than thirty (30) days in the aggregate in any six (6) month period, the non-affected party shall have the right to terminate this agreement at any time upon written notice to the other party.

5.2 发生不可抗力事件时，受影响方应立即以书面形式通知对方本条的调用，并且在不可抗力事件发生期间，各方对另一方的义务应予以中止；但是，受影响方应有义务尽其合理可行尽快采取商业上合理的努力恢复履约情况，并进一步规定，如果此类活动持续超过三十（30）天，间断累计六个月的时间，不受影响的一方有权随时书面通知对方终止本协议。

## **6. END-USER'S OBLIGATIONS**

### 6.最终用户的义务

6.1 In order to receive the benefits of this Warranty, the End-User must use the product in a normal way; follow the Product's current maintenance schedule, the Operation Manual and the Installation Manual; protect against further damage to the product if there is a discovered defect.

6.1 为了获得本质保的益处，最终用户必须以的正常方式使用本产品；遵循产品当前的维护计划，操作手册和安装手册；如果发现有缺陷，可防止对产品的进一步损坏。

6.2 End-User shall provide TBEA Service personnel with access to the Site and any special instructions for access to the Site. TBEA shall have no liability in the event that access is not provided to the Site and End-User will be invoiced for

any costs incurred by TBEA in the event an additional visit is required to the site due to lack of access.

6.2 最终用户应向 TBEA 服务人员提供进入现场的访问权限和访问现场的任何特殊说明。如果最终用户不给 TBEA 提供访问权限，特变电工将不承担任何可能的责任。如果因为最终用户不给 TBEA 提供访问权限，而造成后期额外的现场访问，最终用户应该承担该部分额外访问所带来的费用。

6.3 It is the End-User's responsibility to notify TBEA of any hazards at the Site and assure that the Site is free from hazards or obstructions, and that all safety precautions are followed at the Site

7.3 最终用户有责任向 TBEA 告知项目现场的任何可能的危险情况，并确保现场没有危险或障碍物，且在现场遵守所有的安全预防措施。

## **7. OTHER LIMITATIONS**

### 7.其他限制

TBEA's obligations under this Warranty are expressly conditioned upon receipt by TBEA of all payments due to it. During such time as TBEA has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, TBEA shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amount.

特变电工在本保修条款下的义务清楚地受制于特变电工应收到所有的应付款项。在特变电工尚未收到任何应付产品款项的期限内，根据产品的销售合同条款，特变电工不承担本质保的任何责任。同时在此期间，本质保时间将继续被计算在内。质保期结束后，在未收到任何逾期款项或未付款项之前，本质保服务将不再被延续。

## **8. EXPORT CONTROL TERMS**

### 出口管制条款：

8.1 Customer commits that it will not export/re-export, transfer, divert or trans-ship the goods of projects directly or indirectly to or through any country/territory in violation of any UN, USA, EU or any other applicable embargo regulations, including, but not

limited to, any destination listed in Supplement No. 1 of Part 740 of the U.S.A Export Administration Regulations that is defined as Country Group E and all other restricted destinations in this regulation, except as authorized by applicable regulations.

License Exceptions

Supplement No. 1 to Part 740-page 7

**Country Group E<sup>1</sup>**

Country	[E:1] Terrorist Supporting Countries <sup>2</sup>	[E:2] Unilateral Embargo
Cuba	X	X
Iran	X	
Korea, North	X	
Sudan	X	
Syria	X	

<sup>1</sup> In addition to the controls maintained by the Bureau of Industry and Security pursuant to the EAR, note that the Department of the Treasury administers:

(a) A *comprehensive embargo* against Cuba, Iran, and Sudan; and

(b) An *embargo against certain persons*, e.g., Specially Designated Terrorists (SDT), Foreign Terrorist Organizations (FTO), Specially Designated Global Terrorists (SDGT), and Specially Designated Narcotics Traffickers (SDNT). Please see part 744 of the EAR for controls maintained by the Bureau of Industry and Security on these and other persons.

<sup>2</sup> The President made inapplicable with respect to Iraq provisions of law that apply to countries that have supported terrorism.

8.1 客户承诺，除非获得适用法规授权，将不会违反任何联合国、美国、欧盟或任何其它适用禁运法规，而将项目出口/复出口、直接或间接转移、调转或转运至任何国家/地区，或透过这些国家/地区将项目出口/复出口、转移或转运至第三地，包括但不限于任何名列于美国《出口管理条例》第 740 部分中的补充说明第一号里被定义为国家群体 E 的目的地以及此条例中所有其它受限制目的地。

8.2 The customer understands that projects originating in the USA and overseas manufactured products incorporating content originating in USA may be subject to the export administration regulations of USA. In case of re-export or transfer, the customer shall obtain all necessary licenses (such as export licenses or permits) from the USA government and any other relevant government.

8.2 客户了解源自美国之项目以及纳入源自美国之内容的海外制造产品，均可能受美国《出口管理条例》之拘束。客户在复出口或转移的情况下，须从美国政府以及任何其它相关政府取得一切必要的许可（例如出口许可证或许可等）。