

Energy Storage Systems

BRAZIL STANDARD and EXTENDED WARRANTY

1. DEFINITIONS

- 1.1. The Warrantor for the limited warranties set forth herein is Sungrow Power Supply Brazil as well as Sungrow Power Supply Co., Ltd. ("Sungrow").
- 1.2. **"Commissioned"** shall mean when the Product is fully installed and/or placed in service, as applicable.
- 1.3. **"Commissioning"** shall mean cold and hot commissioning tests according to the Product commissioning protocol.
- 1.4. **"Defect"** shall mean any defect(s) in the design, engineering, materials, manufacturing, production, workmanship or assembly of the Product or Product Components that does not conform to the Product Specifications.
- 1.5. **"Discontinued"** (or any term deriving from it) shall mean that Sungrow has ceased manufacturing and selling the Product or Product Components.
- 1.6. **"End-user aka End Client, Client or Customer"** means the party who purchases the Products from Sungrow, or any subsequent owner of the Product with valid assignment of ownership, for which Service, as defined herein, will be performed under the Warranty.
- 1.7. **"Extended Warranty"** means the extended warranty can be purchased from Sungrow at the time of the initial purchase or no later than 12 months before the end of the Product's warranty period (prices may vary).
- 1.8. **"LFP Products"** Lithium Ferrum Phosphate product.
- 1.9. **"Manual"** shall mean all manuals, guides, or similar documents which are provided in writing by Sungrow to End-user and which relate to the installation, operation, maintenance, or storage of the Products.
- 1.10. **"Out-of-Warranty"** refers to any service or repair required after the Warranty Period or for issues not covered by Sungrow under the warranty terms.
- 1.11. **"Person"** shall mean any individual, entity, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association or other entity or governmental authority.
- 1.12. **"Product"** shall a complete energy storage system (**"Energy Storage System"** or **"BESS"**), consisting of the following **"Product Components"**:
 - (a) Power Conversion Systems (**"PCS"**) (DC to AC, or DC to DC, or AC to DC).
 - (b) A **"Bank"** consisting of a single or multiple series-parallel battery strings (including battery modules (**"Battery Modules"**) composed of multiple battery cells (**"Battery Cells"**), tied to string level Battery Control Units (**"BCU"**), and a Battery Management System (**"BMS"**).
 - (c) Enclosure, including battery racking, thermal management system, and Fire Suppression System (**"FFS"**) as applicable.
 - (d) Local controller (**"Local Controller"**) a controller to receive and distribute commands appropriately to Battery Units connected to a PCS.
 - (e) Wiring DC-bus and any connections within each enclosure.
- 1.13. **"Service"** shall mean a site visit or remote services performed by Sungrow technicians in response to a claim.
- 1.14. **"Serial Defect"** means a defect in a Major Component resulting from a similar failure mode or from the same root cause affecting at least 6 equipment or 10% (ten percent) of site equipment within a rolling 12-month period during the original warranty period.
- 1.15. **"Site"** shall mean the location of End-user's Product that is covered under this Warranty.
- 1.16. **"VPC"** shall mean volts per cell.
- 1.17. The **"Warranty"** shall mean this limited Warranty Standard for Sungrow Product.
- 1.18. The **"Warranty Commencement Date"** shall mean the earlier date between i) First-time commissioning date, or ii) Six (6) months after the date the Product was delivered to End-User.
- 1.19. The **"Warranty Period"** shall mean a period in years from the Warranty Commencement Date described in section 7.

2. OVERVIEW

- 2.1. The Warranty may be performed by Sungrow's own personnel, or Sungrow may, in its sole discretion, engage third party subcontractors to conduct any of the remedial work outlined hereunder, provided that Sungrow is solely responsible for the actions or omissions of such third-party subcontractors.
- 2.2. This Warranty applies in addition to your legal rights and remedies under local laws in your country that cannot be excluded or limited. The terms of this Warranty will apply to the extent permitted by applicable law.
- 2.3. This Warranty is offered by Sungrow as standard warranty. Sungrow reserves the right to offer special warranty conditions. In that case, these special conditions will be stated in a separate document in relation to the specific products.

3. LIMITED WARRANTY

- 3.1. Sungrow warrants that the Products are free from defects in material and workmanship for the standard warranty period from Warranty Commencement Date.
- 3.2. If Sungrow accepts a warranty claim submitted by End-user, Sungrow shall either send replacement Product to the End-user or shall dispatch technicians to the Site in order to perform on-site repair.
- 3.3. Sungrow will have sole discretion for determining whether it will pursue the repair or replacement remedy, but in either case, the costs of performing the remedial work (including, but not limited to, the costs of transporting replacement Products) shall be at Sungrow's expense, subject to a right of recuperation of those costs under the circumstances described section 13 below.
- 3.4. If Sungrow sends replacement parts, the defective Products that have been replaced shall become the property of Sungrow, and the End-user shall collect and store those defective Products for Sungrow until such time as Sungrow can collect said Products or arrange for shipment back to Sungrow. End-user's obligation to collect and store defective Products shall last for:
 - (i) Up to one (1) year in South America.
 - (ii) In case the Customer fails to collect and provide defective products, Sungrow may have the right to stop replacing new components up to the return of defective products is normalized.
- 3.5. This Warranty extends to the End-user of the Products, including any subsequent owner, operator, lessee, or assignee of a lease at the same Site in which the Products are installed, with the exception that the continuation of the Warranty for an installed Product relocated to another site requires the unit be re-commissioned by Sungrow, with the final cost borne by the End-User.
- 3.6. Sungrow 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. Sungrow reserves the right, in its sole and absolute discretion, to supply different Product Components to settle a warranty claim, provided that such Product Components are functionally equivalent to the original Product Components and do not affect the performance of the system to which the Product Components will be installed. Any parts that are replaced may be new or reconditioned.
- 3.7. In the event of a Serial Defect, Sungrow shall preventively replace, or repair components related to the serial defect in all same Equipment at the Site.

4. Warranty Term Exceptions

- 4.1. If a C5 enclosure system is installed within 500 meters of the sea, the PCS and BCP warranty is limited to two years.
- 4.2. PCS and BCP warranties for systems without a C5 enclosure are restricted to two (2) years if the Product is installed fewer than five (5) kilometers from the coast.
- 4.3. The manufacturer is responsible for delivering an appropriate level of corrosion resistance in accordance with the system's design lifespan requirements as specified in the Technical Agreement.
- 4.4. The End User is responsible for ordering an appropriate level of corrosion resistance in accordance with the site location and lifespan requirements.

5. WARRANTY CLAIM PROCESS

- 5.1. To initiate a Warranty Claim, End-User must contact Sungrow through phone, email, or the Service Platform within forty-eight (48) hours of detecting the Defect, and End-User must provide the following information:
 - (f) Owner information and project site name.
 - (g) Product model and serial number(s).
 - (h) Warranty Start Date.
 - (i) A brief description of the non-conformity or Defect including any failure code and what has been done so far.
 - (j) Copy of the invoice referring to the claimed serial number.
- 5.2. Within two (2) business days of receiving End-Users claim of a warranty defect, Sungrow will respond to acknowledging receipt of the claim.
- 5.3. Sungrow's decision to accept or reject a claim is final, although the End-user may dispute it under article 14 section Dispute Resolution clause 14.3.
- 5.4. Sungrow will notify the End-User via email within ten (10) business days of claim acknowledgment if Sungrow accepts the claim or not.
 - (a) If the claim is **rejected** due to one of the exclusions or limitations identified in this Warranty, Sungrow will provide a detailed explanation in writing.
 - (b) If the claim is **accepted**, Sungrow shall assign a service ticket number to the warranty work and shall submit to End-User a remedy proposal and resolution timeline.
 - (c) Sungrow shall then perform the following:
 - (i) Investigate the issue of the warranty claim and report to End-User the following information:

- The possible root cause of the issue.
- Steps to be taken to rectify the defect.
- Dispatch the replacement product/parts or on-site service personnel.
- Repair or replace the defective Product.

(ii) Test and repair the defective Product Parts in Sungrow's workshop or authorized Partner.

5.5. Sungrow shall produce (or ask its service providers to produce) a field service report in respect of any onsite remediation work performed under Warranty.

6. PRODUCT DATA REQUIREMENTS FOR WARRANTY CLAIM

6.1. For LFP products, throughout the Warranty Period, End-User shall monitor, collect, and store the Product data. Upon request from Sungrow, the operating data shall be made available to Supplier covering the following periods:

- (a) High resolution logs (5s sampling) are required from twenty-four (24) hours before the fault event.
- (b) Twenty-four (24) hours after the fault event.

7. ORIGINAL WARRANTY PERIOD

7.1. The Warranty Period for a Product installed South America commencing upon the earlier of (a) Sixty (90) days from the date that the Product has been delivered to Site or to Owner Designated Staging Warehouse or (b) The date on which the Product is Commissioned. In case no evidence of the two above, the warranty commencement will be 6 months from production according to the serial number.

7.2. All spare parts repaired or replaced are covered under this Warranty for the longer of either (i) the original Warranty Period for the defective Product or (ii) twelve (12) months from the date of completion of the repair or replacement.

7.3. All Service work performed by Sungrow is warranted for one (1) year from the day the service was completed.

Products	Standard Warranty Period
C&I Products	
PowerStack Units and its Components	5 years
Utility Scale Products	
PCS* (Power Conversion System)	5 years
BCP* (Battery Control Panel) - excluding Uninterruptible Power Supply (UPS)	
Batteries	2 years
Auxiliary Equipment and System Accessories - HVAC (Heating, ventilation, and air conditioning), FFS (Fire Fighting System), EMS (Energy Management System)	
UPS (Uninterruptible Power Supply)	2 years
Transformer	2 years
RMU	2 years
*For systems supplied with the C5 enclosure, the PCS, and BCP warranty will be limited to 2 years if the Product is installed within 500 meters to the sea. *For systems supplied without the C5 enclosure, the PCS, and BCP warranty will be limited to 2 years if the Product is installed between 2 to 5 kilometers to the sea. Warranty is voided if the Product is installed within 2 kilometers to the sea. • The warranty does not cover consumable parts, such as, but not limited to fuses, surge suppressors, filters etc. • Warranty is valid for items supplied by Sungrow only. Third-party items or any items not supplied by Sungrow are not covered by this warranty	

Table A - Standard Warranty Period

8. EXTENDED WARRANTY PERIOD

- 8.1. The Extended Warranty option is sold separately for Products that are currently within warranty.
- 8.2. Extended warranty shall start only if Sungrow has received payment in full for the extension. Annual installments are accepted with an additional fee defined on the purchase order.
- 8.3. Should the parties agree to an Extended Warranty beyond the original Warranty Period these Warranty terms (Extended Warranty), in accordance with the separate contract on extended warranty and simultaneously with the completion of the Supply Contract for the purchase of a product with Sungrow, the End User must additionally, at his own discretion:
 - (a) conduct regular, proper maintenance in accordance with the inverter manual applicable to the product, and record of the maintenance can be produced upon request
 - (b) either enter into a maintenance contract with Sungrow for the maintenance of the purchased product
 - (c) or enter into a maintenance contract with a third-party company for the maintenance of the product to be purchased
 - (d) or perform maintenance on the product to be purchased.
- 8.4. It is recommended that the extended warranty be purchased together with the Extended Warranty Maintenance Plan to comply with Sungrow standards.
- 8.5. If purchasing an Extended Warranty, it must be purchased for all Sungrow Products on site.
- 8.6. Extended Warranty can be purchased from Sungrow at the time of original purchase of the Product or up to 12 months prior to the end of original warranty period. After the first year after the installation of the Product a technical inspection shall be done by Sungrow service team and Sungrow may refuse to extend the warranty depending on inspection findings.
- 8.7. Sungrow provides services for the Products, including repairs or replacements with latest Products.
- 8.8. The maximum warranty period for each Sungrow product is shown in the following table:

Products	Maximum Warranty Period
C&I Products	
PowerStack Units and its Components	10 years
Utility Scale Products	
PCS* (Power Conversion System)	20 years
BCP* (Battery Control Panel) - excluding Uninterruptible Power Supply (UPS)	
Batteries	20 years
Auxiliary Equipment and System Accessories - HVAC (Heating, ventilation, and air conditioning), FFS (Fire Fighting System), EMS (Energy Management System)	
UPS (Uninterruptible Power Supply)	5 years
Transformer	5 years
RMU	5 years
*Same warranty conditions shall apply during warranty extension, with exception of serial defect claims which are exclusively valid during original standard warranty period.	

Table B - Maximum Warranty Period

9. WARRANTY EXCLUSIONS**9.1. The Warranty does not cover defects or damages caused by:**

- (a) Improper transportation and delivery in the event End-User assumes transportation responsibility.
- (b) Failure of the End-User to properly store the Product before installation.
 - (i) If for any reason the Battery Units are stored prior to installation of the Product for a period longer than four (4) months following the later of
 - 1. the initial Battery Unit delivery date specified in the BOL and/or
 - 2. the date the initial Battery Unit was delivered to the designated Project Site or End-user's designated Staging Warehouse.
 - (ii) End-user shall inspect and re-charge inventory material, if required, as directed by Supplier.
 - (iii) End-user shall share relevant data related to any top-off charge of stored battery to assure compliance with Warranty terms.
 - (iv) The cost related to the inspection and recharging process shall be borne by End-user, unless the Supplier is directly responsible for the extended storage of the Battery Units, in which case the Supplier shall bear the cost of one top-off charge.
- (c) Failure to comply with the Product Manual, guidelines, warnings or instructions provided to End-User by Sungrow.
- (d) Improper use or misuse of the products, including accidents and external influences beyond the control of Sungrow, e.g., third-party EMS or controllers, extended period of shutdown/idle resulting in deep discharge of the battery below its minimal cell voltage level.
- (e) Removal, installation, repair, or replacement of the Product or any Product Components, or disassembly of the Product by any person not permitted in writing by Sungrow.
- (f) Damage to the Products that originates from other parts of the system (from grid AC side) except for any damage or defect which arises due to design.
- (g) Force Majeure events.
- (h) Conditions exceeding the electrical, wind, snow load specifications, and any other operational specification.
- (i) Power failure surges, storm, lightning, flood, fire, break-down of transport, telecommunication, grid outage or voltage spike.
- (j) Damage from persons, animals, biological activity, or industrial chemical exposure.
- (k) Voltage surge coming from DC side or grid AC side or externally caused harmonics.
- (l) Neglect, abuse, misuse, improper maintenance, or lack of maintenance, as set forth in the Manual. This includes the case that maintenance is not executed by qualified personnel.
- (m) Acts of nature such as violence, surge, fire, flood, plagues, earthquake, and lightning
- (n) Damage or accidents due to third parties' actions, vandalism, a surge, or any other reasons different from the standard use of the Product. Any damage to the container or enclosure not caused by Sungrow. Salt, mist, or corrosion levels above design specifications.
- (o) Improper installation unless caused by Sungrow or its agents.
- (p) The customer's non-compliance with applicable regulations and standards.

9.2. The Warranty does not cover:

- (a) Fuses, surge suppressors, filters, cosmetic damages optical damages or fair wear and tear.
- (b) Costs for End-user's employees and/or any third parties, unless stipulated otherwise in the Warranty.
- (c) Regulatory changes or recertifications.
- (d) Downtimes or other business interruption of the Product and/or the installation, including but not limited to loss of profit, loss of availability, loss of revenue, or loss of production.
- (e) Cosmetic defects that emerge after the product has been accepted by End- User.

9.3. The Warranty shall be void, if:

- (a) Serial number of the Product has been altered, manipulated, or cannot be clearly identified.
- (b) End-user does not provide adequate access to the Project Site, where the Product is stored or installed, for inspection, testing, rectification, and Firmware/Software upgrades.
- (c) The End User does not provide sufficient evidence that the required maintenance was performed during the relevant Warranty Period as detailed in the Sungrow's System Manual.
- (d) The End-user fails to make any Product subject of a Warranty Claim available for inspection, testing and correction or fails to completely deliver requested technical information about the Claim.

9.4. Additional Warranty Voiding Conditions - Battery Units

- (a) Low voltage. Allowing any battery rack to hold a 0% SOC condition for more than one hundred and twenty (120) consecutive hours; allowing any cell voltage to be held at or below the minimum cell voltage 2.7VPC ("**Minimum Cell Voltage**") for more than one hundred and twenty (120) consecutive hours; Allowing cell voltages to reach 2.5VPC ("**Cell Protection Voltage**") or below; or exceeding battery alarm levels and triggering battery protection mechanisms.
- (b) Abnormal Environment. During any power shutdown or maintenance work or consequence of negligence affecting the thermal management system or integrity of the internal environment within the BESS where:
 - Humidity causes condensation within the BESS.
 - Water enters the BESS.
 - Excessive dust or pollutants enter the BESS.
 - Temperature(n) <5°C based on direct physical cell temperature (during cell charging or discharging) or Humidity <5% or Temperature(n) > 60°C for more than 15 minutes. Temperature(n) below -30°C for more than 2 hours.

10. DISCONTINUED AND COMPATIBLE PRODUCTS

- 10.1. If the Product or Product Component that is the subject of a Warranty Claim has been Discontinued, Sungrow shall provide a replacement Product or Product Component to attend such Warranty Claim of comparable quality, specification, and certification.
- 10.2. If replacement of the defective Product or Product Component with a replacement Product or Component during the Warranty Term is not possible in connection with any such Warranty Claim, Sungrow must refund End-User in accordance with the calculation:

$$f2: \text{Payment} = D \times S \times R_v$$

S is added to the SOH adjustment account

$$f4: R_v = \min \left[(SOH - 65\%) \times \frac{100}{35}, \frac{P_L - \text{Project}_{\text{year}}}{P_L} \% \right]$$

Where	Description	Units
S	Percentage of lost product, measured in battery racks, taken offline versus on the number of racks in the original contract. Where a PCS is removed from service leaving the racks unusable, the racks behind that PCS shall be counted as offline.	%
D	Amount paid in USD.	\$
SOH _A	SOH adjustment account. SOH _A is an account that keeps track of any additional inaccessible SOH that's due to any abnormal activity such as capacity removal from the project.	%
R _v	Residual value of the system. A system at 70% SOH is deemed to have 0% R _v .	%
P _L	The Warranty Period (or shorter if the warranty is no longer in good standing prior to the end of the Warranty Period).	years
SOH	State of health as reported by the system BMS.	%

11. END-USER'S OBLIGATIONS

- 11.1. End-user is only entitled to the benefits of this warranty if:

- (a) The Product is used as intended in compliance with the Manual's specifications and environmental standards.
- (b) Best efforts are taken to protect the Products against further damage of any defect has been discovered.
- (c) End User must grant Sungrow's service personnel access and all relevant permits to the Site as required to conduct any on-site services as soon as the personnel arrives on site.
- (d) End-User must ensure the Site is free from hazards or obstructions, and that all safety precautions are followed at the site.

- 11.2. Sungrow shall ensure its service personnel or authorized contractors comply with all Site health and safety requirements and any relevant rules and regulations.

- 11.3. Sungrow shall have no liability in the event access to the products could not be provided at the agreed time. In such cases, the End-User shall be invoiced for, the reasonable costs directly incurred by Sungrow as a result of failure to

access Site as the specified time.

- 11.4.** End-User must validate the performance of third-party equipment or controllers and ensure that it does not adversely impact on-site service.

12. OTHER LIMITATIONS

- 12.1.** Sungrow's obligations under this Warranty are valid only if the End-user complies with its payment obligations under the applicable purchase order. If the End-user is in breach of its undisputed payment obligations for the applicable Product, in accordance with the contract terms under which the Product is sold, Sungrow shall have no Warranty obligations with respect to such Product until the undisputed payment has been made in full to Sungrow. Also, during such time the period of this Warranty for the Product shall continue to run, and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.
- 12.2.** The expiration or termination of this Warranty does not release either Party from the obligation to make payment to the other Party of all amounts due and payable under the Warranty.

13. COSTS NOT RELATED TO WARRANTY

- 13.1.** The End-user shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, Site calls involving an inspection that determines no corrective maintenance is required.
- 13.2.** The End-user shall be invoiced for, and shall pay, any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of Sungrow representatives to the extent such costs and expenses are outside the terms of this Warranty.
- 13.3.** If, after performing Warranty work, Sungrow determines that the cause of the defect was not covered under this Warranty, Sungrow reserves the right to charge the End-user for all reasonable costs directly incurred by Sungrow in performing the Work.
- 13.4.** Any request from the End-user for accompaniment by their own maintenance team during repair services, whether under warranty or out-of-warranty, will be at the End-user's expense.

14. WARRANTY CONTRACT EFFECTIVE DATE, APPLICATION AND VALIDITY

- 14.1.** This Warranty is valid as of the date of the applicable purchase order or purchase agreement between the parties and shall be applicable to all those Products purchased under such purchase order or purchase agreement. Sungrow reserves the right to make any changes and modifications to this Warranty, at no prior notice, for future, unsigned purchase orders or contracts, in addition to the right to decide whether to accept new contracts or annual contract renewals.

15. OUT-OF-WARRANTY SERVICE PRICES

- 15.1.** For services not covered under this Warranty, Sungrow will charge based on its standard service price schedule. Sungrow reserves the right to revise prices with respect to the Services without prior notice.

16. WARRANTY TRANSFER

- 16.1.** The Warranty is transferable when the Product remains installed in its original location. This means, when the ownership of the Products has changed, the new owner shall continue to benefit under this Warranty. Further, a lessee or assignee may obtain consent from the owner of the Products and make a claim under this Warranty. If the Products are relocated to another site, whether the warranty is transferable to the new site will be subject to a site inspection by Sungrow at the new site prior to installation with the written consent. For the avoidance of doubt Sungrow shall not bear any costs associated with the re-installation of the Products such as installation, commissioning, site inspection by Sungrow etc.
- 16.2.** When Sungrow replaces a defective Product, the remaining Warranty Period of the original Product will be transferred to the replaced Product. There are no extensions applied on repair or replaced Product.
- 16.3.** Notwithstanding the aforementioned requirements of this article, this Warranty is not transferable to:
- (a) More than one (1) Entity at a time.
 - (b) Any battery manufacturers or system integrators regardless of size, type or applications including, without limitation, ones used for electric vehicle, automotive applications and/or stationary storage applications.

17. CONDITIONAL TERMS

The following terms and conditions shall apply solely to the extent that the parties have not executed a purchase order or purchase agreement containing similar terms. In the event of any conflict between any term of this Section 17 and a term of the parties' executed purchase order or purchase agreement, the purchase order or purchase agreement shall prevail.

17.1. LIMITATIONS ON LIABILITY.

17.1.1. This Warranty constitutes End-user's sole and exclusive remedy for claims against Sungrow in respect of defective or non-conforming Products hereunder and is in lieu of all other warranties, conditions, guarantees or representations from Sungrow relating to the Products hereunder, whether oral or written, express or implied, statutory or otherwise, in contract, tort or otherwise, including without restriction, any warranties of merchantability or of fitness for a particular purpose, and any such Warranty, condition, guarantee or representation is hereby excluded. In no event shall any claim, failure of any Product hereunder, or breach of this Warranty, render either party, its affiliates, subcontractors or suppliers liable to the other party or its affiliates for indirect or consequential damages or loss of use associated with warranty claims for lost profits or loss of revenues, or any associated equipment, cost of capital, cost of substitute equipment, facilities, services or replacement power, downtime costs, claims of End-user's customers for such damages, or for any other special, consequential, incidental, indirect or exemplary damages. Each party's total liability for any and all warranty claims and costs under this Warranty shall not exceed the total purchase price for the Product that is the subject of a claim.

17.2. FORCE MAJEURE.

17.2.1. Sungrow shall not be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder due to an event of Force Majeure. "Force Majeure" means an act of god or other cause which is beyond the reasonable control of the party whose performance is affected by such event and could not have been avoided by the exercise of reasonable prudence, including but not limited to: extreme natural disasters (e.g. earthquakes, floods, landslides); explosions; fire; pandemics or epidemics; destruction of machines; equipment, factories and of any kind of installation to the extent caused by an event of Force Majeure; terroristic attacks; nuclear accidents; war, civil war or similar uprising; general strike (or lock-out) of a regional or national nature that is not targeted at Sungrow.

17.2.2. In the event of the occurrence of any Force Majeure event, Sungrow shall notify the End-user immediately in writing of the invocation of this section, and Sungrow's obligations hereunder shall be suspended for the duration of such Force Majeure event; provided that Sungrow 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 ninety (90) days in the aggregate in any six (6) month period, the End-user shall have the right to terminate this Warranty at any time upon written notice to Sungrow. Sungrow shall exercise commercially reasonable efforts in accordance with prudent industry practices to alleviate and mitigate the cause and effect of such Force Majeure event. Reasonable actions must be taken to avoid and/or limit damages to the End-user. Any portion of payments for Extended Warranty that is for time periods that follow termination date of this Warranty by the End-user under this provision shall be refunded to the End-user by Supplier.

17.3. DISPUTE RESOLUTION.

Any dispute under this Warranty which cannot be resolved through negotiations undertaken in good faith within thirty (30) Days of notice by either parties shall be finally settled by binding arbitration before an arbitrator in accordance with the Commercial Arbitration Rules of the local country (for the avoidance of doubt, the place in which the contract is executed or to be performed). The venue of the arbitration proceedings shall be São Paulo, and that the language to be used in the arbitration proceedings shall be English. Unless prohibited by applicable laws, the arbitrator, who will be empowered to act as arbitrator-at-law with regard to the substance of the dispute and as ex aequo et bono with regard to the procedure, shall have the power to issue interim measures, including but without limitation measures for preservation of property, attachment, preliminary injunction, replevin, preservation of evidence, etc. to avoid irreparable harm, maintain the status quo, or preserve the subject matter of the dispute. All the arbitration costs - including but not limited to the costs of the arbitrators (whether local or foreign arbitrator), all fees charged by the arbitration institution, experts' fees, and reasonable attorneys' fees -- shall be borne by the losing party. This Warranty shall remain in full force and effect pending the resolution of any dispute hereunder, and each party shall continue to fulfil its obligations not relating to the pending dispute during the pendency of any dispute.