

CONTRARRAZÕES AO RECURSO

ILUSTRÍSSIMO(a) SENHOR(a) PREGOEIRO(a) DO MUNICÍPIO DE CAMPO ALEGRE, ESTADO DE SANTA CATARINA.

PROCESSO LICITATÓRIO Nº 92/2022 PREGÃO ELETRÔNICO – REGISTRO DE PREÇOS

ABERTURA DA SESSÃO DO PREGÃO ELETRÔNICO: DIA 25/07/2022 às 09:00h Site de realização do pregão: <http://portaldecompraspublicas.com.br/>

Objeto: Contratação de empresa especializada para a instalação de sistema de geração de Energia Solar Fotovoltaica incluindo os equipamentos e materiais, bem como o serviço de montagem completa, instalação e conexão junto à concessionária de energia, comissionamento, treinamento e suporte técnico, conforme condições, quantidades e exigências estabelecidas neste instrumento para a EMEB Maria José Duarte Silva Bernardes.

IAH-HEL SISTEMA DE ENERGIA SOLAR LTDA, com CNPJ sob nº 26.081.841/0001-64, estabelecida na **RODOVIA DEPUTADO GENÉSIO TUREK – SC 418, nº 943 CEP 89284-665, São Bento do Sul**, neste ato representada pelo Sr. Silvano Rudnik, brasileiro, empresário, portador da Carteira de Identidade (RG) nº 3908868 SSP/SC, devidamente inscrito no CPF sob o nº 004.416.349-58, residente e domiciliado nesta em São Bento Sul, e-mail silvanorudnik@gmail.com, vem à ilustre presença de Vossa Senhoria, apresentar a contrarrazão:

CONTRARRAZÕES AO RECURSO ADMINISTRATIVO

Interposto pela empresa CONJUR CONSULTORIA E PROJETOS LTDA, com base nas razões a seguir expostas;

DOS FATOS

O Município de Campo Alegre, Estado de Santa Catarina, lançou o Processo Licitatório nº 92/2022, cuja sessão de abertura do certame aconteceu em 25/07/2022 às 09:00h por meio do sitio do Portal de Compras Públicas. O certame objetiva a Contratação de empresa especializada para a instalação de sistema de geração de Energia Solar Fotovoltaica incluindo os equipamentos e materiais, bem como o serviço de montagem completa, instalação e conexão junto à concessionária de energia, comissionamento, treinamento e suporte técnico, conforme condições, quantidades e exigências estabelecidas neste instrumento para a EMEB Maria José Duarte Silva Bernardes de acordo com as condições estabelecidas no Termo de Referência, Anexo I do Edital.

Silvano

A Recorrente Irresignada com a aceitação da proposta e habilitação da Recorrida, insurge com alegações, de forma frágil e infundadas, quanto ao suposto descumprimento de itens do edital, no entanto tais alegações não merecem prosperar.

Em respeito à ampla defesa e ao contraditório, respeitam-se as tentativas e argumentos da empresa por ora recorrente em apresentar suas considerações a respeito da decisão desta Comissão de Licitação, mas conforme será exposto a seguir, a insistência em reconhecer supostas irregularidades existentes na condução do julgamento do certame e a insistência em declarar que a proposta/documentação apresentada pela Recorrida não preenche o exigido pelo Edital devem ser tão logo rechaçadas.

DAS INFUNDADAS RAZÕES DA RECORRENTE

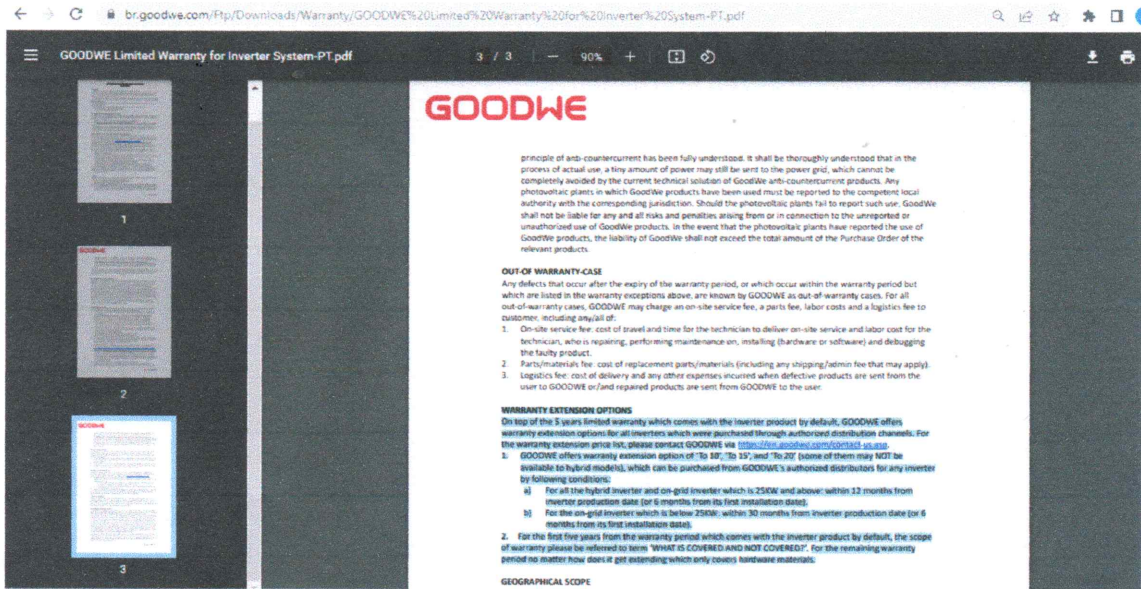
Em uma tentativa frustrada, em desclassificar/inabilitar a Recorrida, em resumo a Recorrente alega o seguinte:

“Ocorre que, a licitante IAH - HEL SISTEMAS DE ENERGIA SOLAR LTDA conforme proposta apresentada não atende as exigências editalícias, especialmente aquelas acerca das condições de garantia de acordo com o item 3 do termo de referência: “3 - Condições de garantia: 3.1 – Deverá ter garantia do fabricante de no mínimo 10 ANOS para defeito de fabricação e garantia de desempenho de no mínimo 25 anos [...]”. É possível notar através dos prints a seguir, que a própria fabricante, GOODWE — a qual disponibiliza em seu site seus certificados de garantia, local do qual a imagem foi retirada —, atesta a garantia de apenas 5 anos, e não 10 anos como IAH - HEL SISTEMAS DE ENERGIA SOLAR LTDA havia declarado. Bem como demais sites de fornecedores, como o atinos, declaram apenas 5 anos garantidos, novamente contradizendo a empresa até então declarada vencedora. “

Primeiramente destacamos que as razões transcritas acima são infundadas, sendo perceptível o anseio da recorrente, em obter através de argumentos falhos em seu recurso o que não conquistou na sessão de lances, não apresentando preço que lhe colocasse em melhor posição no certame, A recorrente demonstra desconhecimento das condições de garantia apresentada pela fabricante GOODWE junto aos seus distribuidores, distorcendo dessa forma os fatos.

Toda a argumentação presente no recurso é baseada em meras presunções, argumentos rasos e pesquisas superficiais, organizadas fora do contexto ou pinçadas à conveniência dos interesses da Recorrente.

No link apresentado pela própria recorrente em sua intenção de recurso feita no dia 26/07/2022 na plataforma de compras públicas, consta a possibilidade de extensão de garantia do inversor da marca Goodwe podendo chegar até 20 anos, conforme print e respectiva tradução.



<https://br.goodwe.com/Ftp/Downloads/Warranty/GOODWE%20Limited%20Warranty%20for%20Inverter%20System-PT.pdf>

GOODWE

principle of anti-countercurrent has been fully understood. It shall be thoroughly understood that in the process of actual use, a tiny amount of power may still be sent to the power grid, which cannot be completely avoided by the current technical solution of GoodWe anti-countercurrent products. Any photovoltaic plants in which GoodWe products have been used must be reported to the competent local authority with the corresponding jurisdiction. Should the photovoltaic plants fail to report such use, GoodWe shall not be liable for any and all risks and penalties arising from or in connection to the unreported or unauthorized use of GoodWe products. In the event that the photovoltaic plants have reported the use of GoodWe products, the liability of GoodWe shall not exceed the total amount of the Purchase Order of the relevant products.

OUT-OF WARRANTY-CASE

Any defects that occur after the expiry of the warranty period, or which occur within the warranty period but which are listed in the warranty exceptions above, are known by GOODWE as out-of-warranty cases. For all out-of-warranty cases, GOODWE may charge an on-site service fee, a parts fee, labor costs and a logistics fee to customer, including any/all of:

1. On-site service fee: cost of travel and time for the technician to deliver on-site service and labor cost for the technician, who is repairing, performing maintenance on, installing (hardware or software) and debugging the faulty product.
2. Parts/materials fee: cost of replacement parts/materials (including any shipping/admin fee that may apply).
3. Logistics fee: cost of delivery and any other expenses incurred when defective products are sent from the user to GOODWE or/and repaired products are sent from GOODWE to the user.

WARRANTY EXTENSION OPTIONS

On top of the 5 years limited warranty which comes with the inverter product by default, GOODWE offers warranty extension options for all inverters which were purchased through authorized distribution channels. For the warranty extension price list, please contact GOODWE via <https://br.goodwe.com/contact-us.asp>.

1. GOODWE offers warranty extension option of 'To 10', 'To 15', and 'To 20' (some of them may NOT be available to hybrid models), which can be purchased from GOODWE's authorized distributors for any inverter by following conditions:
 - a) For all the hybrid inverter and on-grid inverter which is 25KW and above: within 12 months from inverter production date (or 6 months from its first installation date).
 - b) For the on-grid inverter which is below 25KW: within 30 months from inverter production date (or 6 months from its first installation date).
2. For the first five years from the warranty period which comes with the inverter product by default, the scope of warranty please be referred to term 'WHAT IS COVERED AND NOT COVERED?'. For the remaining warranty period no matter how does it get extending which only covers hardware materials.

GEOGRAPHICAL SCOPE

The limited warranty terms and conditions only apply for the devices which are originally purchased from

<https://br.goodwe.com/Ftp/Downloads/Warranty/GOODWE%20Limited%20Warranty%20for%20Inverter%20System-PT.pdf>

IAH-HEL SISTEMA DE ENERGIA SOLAR LTDA
RODOVIA DEPUTADO GENÉSIO TURECK-SC 418 - Nº 943 -BAIRRO DONA FRANCISCA
SÃO BENTO DO SUL SANTA CATARINA SC
CNPJ: 26.081.841/0001-64 INSCRIÇÃO ESTADUAL:260218669
FONE: (47) 3635-2526
lah.hel.sbs@gmail.com

Silvano

Tradução:

OPÇÕES DE EXTENSÃO DE GARANTIA

“Além da garantia limitada de 5 anos que vem com o produto inversor por padrão, a GOODWE oferece opções de extensão de garantia para todos os inversores que foram adquiridos através de canais de distribuição autorizados. Para lista de preços de extensão de garantia, entre em contato com a GOODWE via <https://en.goodwe.com/contact-us.asp>.

1. A GOODWE oferece a opção de extensão de garantia de 'Até 10', 'Até 15' e 'Até 20' (alguns deles podem NÃO ser disponível para modelos híbridos), que podem ser adquiridos nos distribuidores autorizados da GOODWE para qualquer inversor”

Conforme apresentado acima pela própria fabricante GOODWE, existe a possibilidade de estender a garantia do inversor adquirido através de distribuidores autorizados. Abaixo segue print do Termo de Garantia estendida fornecido pela distribuidora SolarInove do Grupo TurboFerro



Termo de Garantia estendida

Comprovante de garantia estendida de inversor fotovoltaico adquirida da empresa SOLAR INOVE INDUSTRIAL LTDA., pessoa jurídica de direito privado, inscrita no CNPJ 01.855.226/0001-37, estabelecida na Rua José Alves dos Santos Passos, n. 3064, Bairro São Martinho, em Tubarão/SC. Garantia de inversor fotovoltaico de 5 anos concedido pelo fabricante para 10 ou 15 anos conforme acordado entre distribuidor, revendedor e cliente.

Dados do distribuidor	
Empresa:	Solar Inove Industrial Ltda
CNPJ:	01.855.226/0001-37
Dados do Revendedor	
Empresa:	IAH-HEL SISTEMAS DE ENERGIA SOLAR LTDA
CNPJ/CPF:	26.081.841/0001-64
Dados do Cliente	
Nome:	MERCADO E CASA DE CARNES ALPES LTDA
CNPJ/CPF:	37.471.416/0001-06
Endereço:	RUA ROBERTO LIEBL 134 LENÇOL
Cidade:	SÃO BENTO DO SUL UF: SC
Dados do Produto	
Modelo:	01 INVERSOR GOODWE GW20KT-DT
Potência:	20KW
Número de Série:	5020 KDTT21AW 0046
Data Instalação:	20/04/2022

Solicitado garantia estendida para 10 anos de compra do produto(5+5).

Tubarão, SC

Assinatura Responsável Solar Inove

Assinatura Cliente

IAH-HEL SISTEMA DE ENERGIA SOLAR LTDA
RODOVIA DEPUTADO GENÉSIO TURECK-SC 418 - N° 943 -BAIRRO DONA FRANCISCA
SÃO BENTO DO SUL SANTA CATARINA SC
CNPJ: 26.081.841/0001-64 INSCRIÇÃO ESTADUAL:260218669
FONE: (47) 3635-2526
lah.hel.sbs@gmail.com

DOS PEDIDOS

Ante o exposto, requer que seja completamente indeferido o recurso proposto em função da inaplicabilidade de suas parcas alegações, bem como sejam aceitas as argumentações aqui demonstradas para que seja mantida a decisão que declarou a **IAH-HEL SISTEMA DE ENERGIA SOLAR LTDA**, vencedora do certame, dando prosseguimento as demais fases de adjudicação e posterior homologação do objeto licitado.

São Bento do Sul - SC, 01 de AGOSTO de 2022.

FIRMA
SÃO BENTO
DO SUL - SC
RECONHECIDA

Silvano Rudnik

SILVANO RUDNIK

Bráulio Brandão Coelho Vieira
TABELIONÁRIO INTERINO DE SÃO BENTO DO SUL - SC
R. JORGE LACERDA, 188 - CENTRO - SÃO BENTO DO SUL - SC - CEP: 89.280-110 - FONE: (47) 3635-2010
HORÁRIO DE FUNCIONAMENTO: 8:30 - 12:00 E 13:30 - 18:00
NESTOR MARTINS - TABELIÃO DESIGNADO

Reconheço e dou fé por **AUTENTICIDADE** a(s) firma(s) de:
SILVANO RUDNIK
São Bento do Sul-SC, 01/08/2022.
Em testemunho _____ da verdade.
Emol.: R\$ 3,89 - Selo: 3,11
Total: R\$ 7,00
Selo fiscalização do Tipo: NORMAL nº
GNE00533-CD39

SUELEN DE SOUZA
ESCREVENTE AUTORIZADA

Confira os dados do ato em selo.tjsc.jus.br



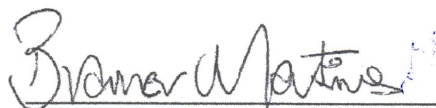
Termo de Garantia estendida

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Dados do distribuidor			
Empresa	Solar Inove Industrial Ltda		
CNPJ:	01.855.226/0001-37		
Dados do Revendedor			
Empresa:	IAH-HEL SISTEMAS DE NERGIA SOLAR LTDA		
CNPJ/CPF:	26.081.841/0001-64		
Dados do Cliente			
Nome:	MERCADO E CASA DE CARNES ALPES LTDA		
CNPJ/CPF:	37.471.416/0001-06		
Endereço:	RUA ROBERTO LIEBL 134 LENÇOL		
Cidade;	SÃO BENTO DO SUL	UF:	SC
Dados do Produto			
Modelo:	01 INVERSOR GOODWE GW20KT-DT		
Potência:	20KW		
Número de Série:	5020 KDTT21AW 0046		
Data Instalação:	20/04/2022		

Solicitado garantia estendida para 10 anos de compra do produto(5+5).

Tubarão-SC.



Assinatura Responsável Solar Inove.

Assinatura Cliente

CNPJ:01.855.226/0001-37

GOODWE Limited Warranty for Inverter System **(for Global market)**

OVERVIEW

GoodWe Technologies Co.,Ltd, (hereinafter referred to as GOODWE) warrants that, subject to the exclusions and limitations set out below, the inverter and accessory product GOODWE provides shall be in good working order during the period of

1. 5 years *limited warranty for on-grid inverters including: NS, SS, XS, DNS, DS, DSS, DT, SDT, LVDT, MS, SMT, LVSMT, MT, LVMT, HT, A-MS series, and hybrid inverters including: ES, A-ES, A-BP, A-TX, ESA, EM, ET, EH, EHR, EHB, BH, BP, BT, SBP and BTC series.
2. 2 years limited warranty for accessory products including Antenna, WIFI Kit, SmartMeter, EzLogger Pro, Homekit, CT, SEC and SCB series.

starting from the earlier one of following two dates:

1. The date on which the product was first installed.
2. 6 months after the date of production.

HOW TO MAKE A CLAIM UNDER THE GOODWE LIMITED WARRANTY

If the claimant wants to make a warranty claim, please contact your local distributor where you purchased the product from, or the installer who installed the inverter for you. If the claimant was unable to obtain service from them, or was NOT satisfied with their service, the claimant can escalate your service request by creating a service ticket and make a claim to GOODWE via <https://support.goodwe.com/portal/home>

Please note, in order to deliver a friendly and timely service, GOODWE is cooperating with many of our distributors and installers all over the world. As such, please treat them as the default service channel of GOODWE and use these service channels to make your warranty claim; GOODWE will support and audit our service channel to ensure that we deliver a good service to our customers.

Please have the following information to hand as it may be required when contacting the local distributor.

1. Contact information of claimant, including name of the person, name of the company, phone number, email address and shipment address.
2. Information regarding all defective product(s), including product(s) model(s), serial number(s), installation date and failure date. Please make the claim within one month from the failure date, otherwise Goodwe will treat it as you have abandoned the right to make a warranty claim.
3. Installation information, including brand, model, and number of PV panels; if the defective product is an energy storage system, the brand and model of batteries are also needed.
4. Error message on LCD screen (if applicable) and additional information regarding the fault/error.
5. Description of actions before the failure and detailed information of previous claims (if applicable).

GOODWE may arrange an on-site inspection to find out the root of the faults. The claimant is responsible for granting access, making time, and ensuring the safety of the inspection by a technician from GOODWE or an authorized third party company. GOODWE reserves the right not to enter the site should the GOODWE technician consider it unsafe to do so.

REMEDY

If a claim is received within the warranty period and a fault with the product is discovered that is covered under the warranty, GOODWE may, at its sole discretion, elect to

1. Fix the issue by changing configurations or updating software.
2. Repair the product by replacing with spare parts.
3. Exchange the product for a product that is brand new or refurbished but at least functionally equivalent to the original product, or an upgraded model which is either functionally equivalent or functionally superior to the original product. If the device is replaced within the warranty period, the remaining warranty period will be automatically transferred to the replacement unit. If the remaining warranty period is less than one year after the replacement, it will be extended to a full one-year warranty. For every single inverter exchange case, the claimant must gather the necessary information and send the RMA report (by following GOODWE's RMA template) to GOODWE to confirm the RMA request, prior to the inverter being exchanged.
4. If it's proven that the problem was caused by faulty installation, GOODWE reserves the right to contact the original installer and request that they provide a solution to fix the issue before GOODWE's intervention and may charge the subsequent cost to the original installer if they fail to provide a proper solution to fix this issue.

All parts of the product or other equipment that GOODWE replace shall become GOODWE's property. If the product is found not to be covered by this Limited Warranty, GOODWE reserves the right to charge a handling fee. When repairing or replacing the product, GOODWE may use products that are new, equivalent to new or refurbished.

WHAT IS COVERED AND NOT COVERED?

Unless a special/unique agreement exists between GOODWE and the customer, the GOODWE limited warranty

covers only the cost of hardware material required to get the device functioning again.

Transportation costs: in some areas, GOODWE will cover the outbound and inbound transportation costs by using normal ground transportation up to a total amount (please contact GOODWE for the rate) per case. The claimant must cover any excess costs or any costs generated by using another method of transportation. In some of the cases, the claimant need to organize the return of the allegedly defective product to GOODWE and should confirm with GOODWE for the shipment schedule in advance. As products need to be packaged in a reasonable condition, GOODWE suggests using packaging material that is the same size as the product package at the time of purchase. If the allegedly defective product is not returned within 4 weeks of the replacement unit being received by the claimant, or there's no damage found after checking the returned back product, GOODWE will invoice the claimant for the replacement unit in addition to the delivery and associated service charges.

On-site service labor costs: in some areas or business cases, to encourage the claimant using the installer's facilities to fix the problem, GOODWE may, at its sole discretion, decide to offer a rebate (please contact GOODWE for the rate) to the claimant or local installer/electrician to cover the on-site service labor under the following conditions:

1. The rebate will be eligible ONLY to the party who has carried out on-site service for the allegedly defective product.
2. The allegedly defective product has been returned to GOODWE and deemed to have workmanship or material defects upon testing and inspection by GOODWE.
3. The claimant must contact GOODWE prior to the site visit for authorization. If the site is a remote area or if the installer is unable to be on site, GOODWE recommends the claimant find a local electrician to carry out the on-site service.
4. The service rebate must be claimed within 2 months of the date upon which the on-site service is authorized by GOODWE.

All other costs including but not limited to compensation from direct or indirect damages arising from the defective device or other facilities of the PV system, or loss of electrical power generated during the product downtime are NOT covered by the GOODWE limited warranty.

WARRANTY EXCEPTIONS

The following circumstances may cause device defects, but are NOT covered by GOODWE's limited warranty.

1. Normal wear and tear (including, without limitation, wear and tear of batteries).
2. Any defects that occur when the limited warranty period has expired (excluding additional agreements of warranty extension).
3. Faults or damages due to faulty installations or operations, maintenance carried out against GOODWE instructions by an unauthorized installer, e.g. insufficient isolation caused by broken DC cable.
4. Disassembly, repair or modifications performed by a third-party company/person not authorized by GOODWE. Product modifications, design changes or part replacements not approved by GOODWE.
5. Faults or damage due to unforeseen circumstances, man-made factors, or examples of force majeure including but not limited to stormy weather, flooding, overvoltage, pests, inappropriate handling, misuse, neglect, fire, water, lightning or other acts of nature.
6. For the products equipped with the SPD module, when the lightening is beyond the SPD's protection range, it won't be able to protect the inverter and the GOODWE limited warranty does NOT cover the inverter or accessory damage caused by such lightening.
7. Vandalism, engraving, labels, irreversible marking or contamination or theft.
8. Usage which does not comply with the safety regulations (VDE, IEC, etc.).
9. Faults or damage caused by other factors not related to product quality issues.
10. Any rust that appears on the device's enclosure caused by harsh environmental conditions. Faults or damage caused by exposure to sea coasts/saltwater or other aggressive atmospheres or environmental conditions without GOODWE's written confirmation/approval prior to the installation.
11. Accidents and external influences.
12. Combining GOODWE's storage product with a lead acid battery pack or any other lithium battery pack out of our list of compatible batteries. Please refer to the link below for a detailed list of compatible battery packs. <https://en.goodwe.com/Public/Uploads/sersups/Approved%20Battery%20Options%20Statement-EN.pdf>
13. Unless a special agreement exists between GOODWE and the battery manufacturer, for all the battery packs NOT listed in our 'APPROVED BATTERY OPTIONS STATEMENT', but which have completed the compatibility test with the GOODWE inverter, it's the responsibility of installer/system integrator to check the battery safety as well as system performance and reliability. GoodWe shall guarantee the performance of the inverter under the normal working conditions within the limited warranty term and provide limited technical support if applicable. However, GoodWe shall assume no liability for system malfunctions and any incurred loss or damages whatsoever.
14. Product failure is not reported to GOODWE within one month of appearance.
15. Please kindly notice that if any GoodWe products are used for the purpose of an anti-countercurrent solution, the manual of the anti-countercurrent products must be read in advance to ensure the operating principle of anti-countercurrent has been fully understood. It shall be thoroughly understood that in the

process of actual use, a tiny amount of power may still be sent to the power grid, which cannot be completely avoided by the current technical solution of GoodWe anti-countercurrent products. Any photovoltaic plants in which GoodWe products have been used must be reported to the competent local authority with the corresponding jurisdiction. Should the photovoltaic plants fail to report such use, GoodWe shall not be liable for any and all risks and penalties arising from or in connection to the unreported or unauthorized use of GoodWe products. In the event that the photovoltaic plants have reported the use of GoodWe products, the liability of GoodWe shall not exceed the total amount of the Purchase Order of the relevant products.

OUT-OF WARRANTY-CASE

Any defects that occur after the expiry of the warranty period, or which occur within the warranty period but which are listed in the warranty exceptions above, are known by GOODWE as out-of-warranty cases. For all out-of-warranty cases, GOODWE may charge an on-site service fee, a parts fee, labor costs and a logistics fee to customer, including any/all of:

1. On-site service fee: cost of travel and time for the technician to deliver on-site service and labor cost for the technician, who is repairing, performing maintenance on, installing (hardware or software) and debugging the faulty product.
2. Parts/materials fee: cost of replacement parts/materials (including any shipping/admin fee that may apply).
3. Logistics fee: cost of delivery and any other expenses incurred when defective products are sent from the user to GOODWE or/and repaired products are sent from GOODWE to the user.

WARRANTY EXTENSION OPTIONS

On top of the 5 years limited warranty which comes with the inverter product by default, GOODWE offers warranty extension options for all inverters which were purchased through authorized distribution channels. For the warranty extension price list, please contact GOODWE via <https://en.goodwe.com/contact-us.asp>.

1. GOODWE offers warranty extension option of 'To 7', 'To 10', 'To 5+*5', 'To 5+*10', 'To 5+*15' and 'To 5+*20' (some of them may NOT be available to hybrid models), which can be purchased from GOODWE's authorized distributors (for Australia customer please visit our on-line purchase channel <https://au-warranty.semsportal.com/>) for any inverter by following conditions:
 - a) For all the hybrid inverter and on-grid inverter which is 25KW and above: within 12 months from inverter production date (or 6 months from its first installation date).
 - b) For the on-grid inverter which is below 25KW: within 30 months from inverter production date (or 6 months from its first installation date).
2. For the 'To 7', 'To 10', 'To 5+*5', 'To 5+*10', 'To 5+*15' 'To 5+*20' years extended warranty, it includes 5 years limited warranty which comes with the inverter product by default and 5 to 20 years extended warranty which covers hardware costs (including spare parts or unit to fix the issue at GOODWE's sole discretion), excluding any other costs.
3. For the 'To 7' and 'To 10' years extended warranty means the original 5 years standard warranty will be extended up to 7 to 10 years, it does NOT mean you will get additional 7 to 10 years warranty on top of the original 5 years standard warranty. Beside the hardware it also covers the Transportation costs and On-site service labor costs by following the terms described in **WHAT IS COVERED AND NOT COVERED?** All other costs including but not limited to compensation from direct or indirect damages arising from the defective device or other facilities of the PV system, or loss of electrical power generated during the product downtime are NOT covered by GOODWE's warranty extension options.

GEOGRAPHICAL SCOPE

This GOODWE Limited warranty terms and conditions applies for international market except China mainland, Hong Kong, Macao, Taiwan, Australia, New Zealand, America, Canada, Brazil or European countries (which applies for other terms and conditions). It applies for the devices which are originally purchased from channels authorized by GOODWE and installed in the destination defined within the international market mentioned above, unless there are specially stipulated warranty terms and conditions between GOODWE and the direct purchaser. For any units sold for one country/region but installed in another different country/region, the warranty will become invalid if GOODWE does not provide written confirmation/approval prior to the installation.

LIMITATION OF GOODWE's LIABILITY

This limited warranty applies to the product which is sold and installed after July, 2020. It is the end user's sole and exclusive remedy against GOODWE and GOODWE's sole and exclusive liability in respect of defects in product. This limited warranty replaces all other GOODWE warranties and liabilities, whether oral, written, (non-mandatory) statutory, contractual, in tort or otherwise, including, without limitation, and where permitted by applicable law, any implied conditions, warranties or other terms as regards satisfactory quality or fitness for purpose. However, this limited warranty shall neither exclude nor limit any of your legal (statutory) rights under the applicable national laws. To the extent permitted by applicable law(s), GOODWE does not assume any liability for any loss of, damage to or corruption of data, for any loss of profit, loss of use of products or functionality, loss



of business, loss of contracts, loss of revenue or loss of anticipated savings, increased costs or expenses or for any indirect loss or damage, consequential loss or damage or special loss or damage, or punitive loss or damage. To the extent permitted by applicable law, GOODWE's liability shall be limited to the purchase value of the product. The above limitations shall not apply in case of gross negligence or intentional misconduct of GOODWE or in case of death or personal injury resulting from GOODWE's proven negligence.

*Limited warranty is a basic warranty promise from GOODWE to the end users. In some countries/districts, end users may receive an additional warranty promise (should be at least equivalent to the manufacturer's warranty) which is provided by GOODWE's local distributor; should any claims arise in this respect, please direct them to the local distributor. Please note this GOODWE limited warranty statement may NOT be the latest version, please refer to the latest version of the GOODWE limited warranty by visiting our global website via <https://en.goodwe.com/warranty.asp>