



Limited Warranty for Solar Modules

Thanks for choosing the photovoltaic solar module products made by Sany Silicon Energy (Zhuzhou) Co., Ltd(hereinafter referred to as Sany Silicon Energy) who will provide a 12- year Limited Product Warranty from WARRANTY START DATE (hereinafter referred to as“Limited Product Warranty Period”) and a 30-year Limited Power Warranty(hereinafter referred to as “Limited Power Warranty Period”) from WARRANTY START DATE (collectively, hereinafter referred to as “Warranty Period”), to the end client (hereinafter referred to as “CUSTOMER”) in accordance with this <Limited Warranty>.

·1 WARRANTY START DATE

Sany Silicon Energy provides the Limited Warranty set forth herein commencing upon one hundred and twenty (120) days following the delivery date from factory, or installation date, whichever comes earlier (“WARRANTY START DATE”)

·2 LIMITED PRODUCT WARRANTY

— 12 years, repair, replacement or refund compensation

Subject to the limitations & exclusions contained herein, Sany Silicon Energy warrants its MODULES, including factory assembled DC connectors and cables, if any, to be free from defect in materials and workmanship, as per the mechanical and electrical characteristics of MODULES ' datasheet, under proper installation, normal use specifies in Sany Silicon Energy's standard documentations such as installation manual etc. If MODULES fail to comply with this Limited Product Warranty during Limited Product Warranty Period, Sany Silicon Energy will, at its option, either repair or replace the product, or refund market residual value at the time of warranty claim resolution of comparable Sany Silicon Energy MODULES. The remedy solutions under this clause shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not be extended beyond the period set forth herein.

·3 LIMITED POWER WARRANTY

— 30 years, limited compensation measures

1) Sany Silicon Energy warrants that Limited Power Warranty Period, the degradation rate of MODULES shall not exceed the amount asset forth below under Standard Test Condition (STC).

For N-type module, (i) 1.0% in the first year; (ii) 0.4% each year thereafter until that date which is thirty (30) years following the WARRANTY START DATE, at which time the actual power output shall be not less than 87.40% of the nominal power output. See Table 1 below.

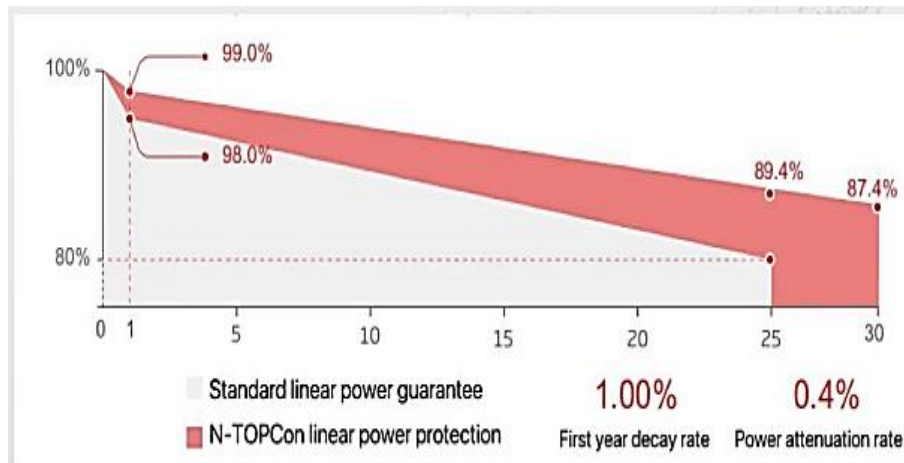


Table 1 : Limited Power warranty for single crystal N-type module

Standard Test Condition (STC):

- (1) light spectrum of AM 1.5,
- (2) an irradiation of 1000 W per m²
- (3) a cell temperature of 25 degrees centigrade at right angle irradiation. The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of Sany Silicon Energy valid at the date of manufacture of the MODULES

Nominal Power Output: means the original manufactured nameplate specification of the MODULES, expressed in Watts, as certified by Sany Silicon Energy and indicated on the MODULE, excluding any specified positive tolerance.

Actual Power output: means the power output of the MODULES expressed in Watts at watt peak that a MODULE generated or, for a Bifacial MODULE that the front-side of a Bifacial MODULE generates, at a given point in time in a year after the Warranty Start Date under Standard Test Condition (STC).

Degradation Rate: shall be any positive amount calculated in accordance with the following formula, expressed as a percent:

$$\text{Degradation Rate} = 1 - (\text{actual power output} / \text{nominal power output})$$

2) Limited Compensation

Sany Silicon Energy warrants each MODULE against defects in materials and workmanship that result in the failure of the MODULES to produce the warranted percentage specified above of the nominal power output for the MODULE set forth in Sany Silicon Energy product datasheet. If Sany Silicon Energy determines in its discretion that any MODULE is not providing the warranted percentage of the nominal power output because of defects in

materials and workmanship, Sany Silicon Energy will at its option either

- (i) provide extra MODULES for power loss, or
- (ii) refund to the CUSTOMER current market value of power loss, or
- (iii) repair or replace the defective MODULES at its own cost.

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The remedy solutions under this clause shall be the sole and exclusive remedy provided under the “Limited Power Warranty” and shall not be extended beyond the period set forth herein.

•4 NON-INDEPENDENT WARRANTY

The CUSTOMER shall be entitled to claim for the Limited Warranty above-mentioned. If a case simultaneously was in breach of both Limited Product Warranty and Limited Power Warranty, and when Sany Silicon Energy has already provided solution to one of them, it can be considered that Sany Silicon Energy has solved all applicable warranty claims. Under this circumstance, the CUSTOMER shall no longer claim for Limited Warranty during the Warranty Period.

•5 THRESHOLD CONDITIONS OF WARRANTY

(i) In any case, all warranty claims should be submitted to Sany Silicon Energy by written form with relevant written evidence within Warranty Period.

(ii) The warranties shall not apply to any MODULE for which full and final payment has not been received by Sany Silicon Energy.

(iii) The warranties shall not apply to any MODULES failed to comply with Limited Warranty due to following events or circumstances:

① Improper installation, misuse, improper operation and maintenance, which have not follow the installation manual of Sany Silicon Energy.

② Altered, repaired or modified without prior written consent of Sany Silicon Energy or otherwise inconsistent with Sany Silicon Energy’S written instructions.

③ Removed and re-installed at any location other than the physical location in which it was originally installed following purchase by CUSTOMER or receipt from Sany Silicon Energy as a replacement MODULE.

④ Installed on movable place, Marine environment, extremely hot weather, acid rain, salt mist, chemicals, corrosion, oxidation etc., or other abnormal, severe environment.

⑤ Force Majeure, such as electrical surges, lightning, flood, fire, vandalism, tampering, accidental breakage, or other events beyond Sany Silicon Energy’S control.

⑥ Negligence, willful misconduct or accident in the course of storage, transportation, handling, installation, application, normal use or maintenance.

⑦ Subject to direct contact with salt water, corrosive materials, pest damage, or malfunctioning PV system components.

⑧ Type or serial number of the MODULES have been altered, removed or made illegible.

⑨ Damage caused by external facilities.

(iv) For repair or replacement of modules under both Limited Product Warranty and Limited Power Warranty, Sany Silicon Energy shall only bear shipping cost to the delivery point under Incoterms same with defected modules.

(v) Sany Silicon Energy shall not bear any costs for returning of defected modules.

(vi) Installation and operation of MODULES shall be conducted by qualified professional skills. All claims shall be documented. Sany Silicon Energy shall not undertake any responsibility or cost without prior written consent.



6 LIMITATION OF LIABILITY

The limited warranty replaces and excludes all other explicit or implicit warranty terms, including but not limited to merchantability warranty. It's a warranty for specific purpose, use of application which does not infringe upon the right of a third party, including but not limited to intellectual property and all other responsibilities or obligations that belong to sany silicon energy, unless confirmed by the CEO with signature. If it is not prohibited by local law or regulations, to any reason caused by products or related to them, including but not limited to modules or defects caused by use or application. Sany silicon energy will not undertake any responsibilities or obligations for damage to any natural person or tangible property or damage in other aspects. For any incidental, consequential, indirect or special damages, regardless of the generation, or even sany silicon energy has been informed in advance of such damage, sany silicon energy is irresponsible under any circumstances. Therefore, the use loss, profit loss, production loss, incoming loss and other specific losses are not included in the warranty scope. If sany silicon energy undertakes the damage or other responsibilities, the accumulated compensation amount will not exceed the invoicing value of a single module paid by the customer.

7 WARRANTY TRANSFER

The clauses of this "Quality Warranty" will cover end users and can be transferred to any successive owners if the module's installation position is unchanged and the inheritance or transferring relations can be sufficiently proved.

8 Quality Warranty Performance

1) NOTICE

Any notice required or permitted under this Limited Warranty shall be in writing to Sany Silicon Energy's customer service team or sales (mail, fax, or other written form).

2) CLAIMS

CUSTOMER shall bear the burden of establishing a breach of the Warranties hereunder. If CUSTOMER believes there has been a breach of the Limited Product Warranty or Limited Power Warranty (collectively, "Warranties"), then CUSTOMER shall promptly, and no later than thirty (30) days from the day becomes or should have become aware of such breach, provide notice to Sany Silicon Energy setting forth the following information related to the claim including but not limited to party making claim 、 detailed description about defect 、 serial number 、 evidence, including photographs and measurement data 、 the copy of commercial invoice and the purchase date. The return of any MODULES will not be accepted unless prior written approval has been given by Sany Silicon Energy. If proved by inspection that no breach of this Limited. Warranty occurred, Sany Silicon Energy shall not take any responsibility for repair, replacement or compensation of returning MODULES. Any incurred cost including but not limited to custom clearance cost, shipping cost should be borne by CUSTOMER. The replacement MODULES delivered to CUSTOMER in advance should be compensated to Sany Silicon Energy.

9 Disputes

In case of any dispute occurred during the warranty claim, a first-class international test-institute designated or accepted by Sany Silicon Energy shall be involved to settle the claim finally. All fees and expenses shall be borne by the losing party. And the final explanation right shall be borne by Sany Silicon Energy.

10 Others

The repair or replacement of the MODULES or the supply of extra MODULES will not, neither lead to the beginning of new warranty period, nor extend the original warranty period. Any MODULES been replaced shall become the property of Sany Silicon Energy. Sany Silicon Energy has right to deliver another type (different in size, color, shape and/or power) in case Sany Silicon Energy has discontinued producing the replaced MODULES at the time of warranty claim resolution.

11 Force Majeure

Sany Silicon Energy shall not be responsible or liable in any way to the CUSTOMER or any third-party arising from any performance or delay in performance of any terms and conditions of sale, including this "Limited Warranty", due to a force majeure event, including, without limitation, acts of God, war, riots, strikes, warlike conditions, perils of the seas, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of Sany Silicon Energy. In such cases, performance by Sany Silicon Energy of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

12 a statement of consumer rights

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.



Manufacture information:

Sany Silicon Energy (Zhuzhou) Co., Ltd

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