

## Limited Warranty for PV Modules

Wuxi Jiacheng Solar Energy Technology Co., Ltd. (Hereinafter referred to as “JC SOLAR”) provides limited warranties for crystalline silicon terrestrial photovoltaic modules manufactured by JC SOLAR (Hereinafter referred to as “MODULES”).

### 1 - Model of the modules

JC SOLAR Standard PV Module Product Model Names covered under this warranty are:

	Explications
➤ JC***S-24/Ab	
➤ JC***M-24/Ab	JC: JiaCheng
➤ JC***S-24/Bb	S : Single ( Mono )
➤ JC***M-24/Bb	M: Multi ( Poly )
➤ JC***S-24/Db	
➤ JC***S-24/Db-b	
➤ JC***S-24/Bb-b	
➤ JCSM-***B	

Note: The \*\*\* placeholder is explained by the reference(s) defined in the SPECIFICATIONS which are included in the corresponding sales contract.

For the standard solar module types listed above, JC SOLAR shall warrant its Photovoltaic Solar Modules performance starting from the date of sale shown in the invoice to the immediate customer (“CUSTOMER”) of JC SOLAR (the “WARRANTY START DATE”).

### 2 - Limited Product Warranty – Ten Years Repair, Replacement or Refund Remedy

JC SOLAR warrants its Photovoltaic Solar Modules (MODULES) type listed above, including factory-assembled DC connectors and cables, if any, to be free from macro defect in materials and workmanship under normal application, installation, utilization and service conditions. If MODULES fail to conform to this warranty, during the period of 10 years from the WARRANTY START DATE, JC SOLAR will, at its option, either repair or replace the product, or refund the then current market price of the MODULES when the CUSTOMER makes the claim. The repair or replacement or refund remedy set forth in this clause 2 shall be the sole and exclusive remedy provided under the “**Limited Product Warranty**” and shall not extend beyond the ten-year product warranty period set forth herein. This “*Limited Product Warranty*” does not warrant a specific power output, which shall be exclusively covered under clause 3 hereinafter (“**Limited Peak Power Warranty**”).

### 3 - Limited Peak Power Warranty - Limited Remedy

10 years

If, for a period of Ten ( 10 ) years from the WARRANTY START DATE, any MODULE(s) exhibits a power output less than 90 % of the nominal power as set out in JC SOLAR’s product

datasheet, provided that such loss in power is determined by JC SOLAR ( at its sole and absolute discretion ) to be due to defects in material or workmanship, JC SOLAR will, at its sole option,

- provide additional MODULES to the CUSTOMER or replace the defective MODULE(s) to make up for such loss in power, or
- refund the percentage of the cost of the MODULE (as measured by the then current market price of the MODULE when the CUSTOMER makes the claim) to the CUSTOMER representing the percentage of the power output less than 90% of the nominal power as set out as specified in JC SOLAR's product datasheet.

25 years

If, for a period of Twenty-five (25) years from the WARRANTY START DATE, any MODULE(s) exhibits a power output less than 80% of the nominal power as set out in JC SOLAR's product datasheet, provided that such loss in power is determined by JC SOLAR (at its sole and absolute discretion) to be due to defects in material or workmanship, JC SOLAR will, at its sole option,

- provide additional MODULES to the CUSTOMER or replace the defective MODULE(s) to make up for such loss in power, or
- refund the percentage of the cost of the MODULE (as measured by the then current market price of the MODULE when the CUSTOMER makes the claim) to the CUSTOMER representing the percentage of the power output less than 80% of the nominal power as set out as specified in JC SOLAR's product datasheet.

The remedies defined in this clause shall be the sole and exclusive remedies provided under the "Limited Peak Power Warranty".

#### 4 - Exclusions and Limitations

- (1) In any event, all warranty claims must be presented within the applicable warranty period for this warranty to be effective.
- (2) The "Limited Product Warranties" and the "Limited Peak Power Warranty" do not apply to any MODULES which have been subjected to:
  - Misuse, abuse, neglect or accident; or
  - Alteration, improper installation, or application or damage due to transportation which the CUSTOMER is responsible for; or
  - Non-observance of JC SOLAR's Photovoltaic Modules Installation Manual (REF: RNS-Installations-001);
  - Repair or modifications by someone other than a service technician approved by JC SOLAR;
  - Power failure surges, lightning, flood, fire, accidental breakage ,actions of third parties, or other events outside JC SOLAR's reasonable control.
  - Damages due to abnormal environmental conditions, including, without limitation, improper voltage, acid rain, mobile or marine environment and other pollution and damages due to defective construction base on which the MODULES are mounted.
  - Damages due to external corrosion, mold discoloration or the like.
  - Damages due to movement from their original installation.

(3) Both the “**Limited Product Warranty**” and “**Limited Peak Power Warranties**” do not cover any costs associated with installation, removal or re-installation of the PV-modules and (except as explicitly set forth in the final paragraph of Section 6) customs clearance or any other costs for return of the MODULES.

(4) Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed or made illegible.

(5) This “**Limited Warranty for PV Modules**” does not apply to MODULES marked as “Grade A” or “Grade B”. JC SOLAR explicitly refers to their “*Limited Warranty for PV Modules marked Grade A*”, their “*Special Limited Warranty for PV Modules marked Grade B*” reflecting these categorized modules.

#### 5 – Liability Limitation of Warranty

These “**Limited Warranty for PV Modules**” as set forth herein are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of JC SOLAR, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by JC SOLAR.

Under no circumstances shall JC SOLAR be liable for any indirect, incidental, consequential, special, or punitive damages, including, without limitation, loss of profit or revenue, loss of business opportunities, loss of production, loss of goodwill or reputation, arising from the breach of this “**Limited Warranty for PV Modules**” regardless of the type of claim and even if JC SOLAR has been advised of the possibility of such damages.

The aggregate maximum liability of JC SOLAR, if any, in damages or otherwise, shall not exceed the invoice value as paid by CUSTOMER, for the purchase order including the MODULES which cause damages.

#### 6 - Obtaining Warranty Performance

If the CUSTOMER has a justified claim covered by this “**Limited Warranty for PV Modules**”, an immediate notification in writing directly to JC SOLAR shall be filed by mailing a registered letter to the address of JC SOLAR listed hereunder, or, sending an email letter to the email account of JC SOLAR listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the date on which the MODULES have been purchased. An invoice with clear indication of the contract number, purchase date, purchase price, module type, stamp or signature of JC SOLAR or its distributors should also be submitted as part of the evidence. The CUSTOMER should follow the JC SOLAR’s Customer Claim Procedure (REF: RNS03QUA004) and JC SOLAR may provide the copy of such procedure to CUSTOMER when required.

The return of any MODULES will not be accepted unless prior written authorization has been given by JC SOLAR.

In connection with both the “**Limited Product Warranty**” and “**Limited Peak Power Warranty**”, JC SOLAR shall take in charge of all the fee for reasonable and customary transportation charges by sea freight for the reshipment of any repaired or replaced MODULES.

#### 7 – Severability

If a part, provision or clause of this “**Limited Warranty for PV Modules**”, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this “**Limited Warranty for PV Modules**”, and to this end, such other parts, provisions, clauses or applications of this “**Limited Warranty for PV Modules**” shall be treated as severable.

#### 8 – Technical Disputes

In case of any dispute on technical facts relating to a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland, VDE or PTL in Arizona State University shall be engaged to provide test results which will be reference to the judgment from technical side. All fees and expenses shall be born by the responsible party or the final losing party, unless otherwise awarded. The final optional right in connection with test institute shall be owned by JC SOLAR.

#### 9 – Miscellaneous

The repair or replacement of the MODULES or the supply of additional MODULES does not cause the beginning of new warranty terms, nor shall the original terms of this “**Limited Warranty for PV Modules**” be extended. Any replaced MODULES shall become the property of JC SOLAR at its disposal. JC SOLAR has the right to deliver another type (different in size, color, and shape and/or power) in case JC SOLAR has discontinued producing the same type of product as replaced MODULES.

#### 10 - Warranty Transfer

This warranty is transferable provided that the MODULES remains installed in its original installation location and the transferee must hold the MODULES or the projects in which such MODULES are used and such transfer is subject to JC SOLAR’s prior written consent.

#### 11 - Force Majeure

JC SOLAR shall not be responsible or liable in any way to the CUSTOMER or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this “**Limited Warranty for PV Modules**”, due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, unavailability of suitable and sufficient labor, raw material ,capacity or technical or yield failures, or any other similar cause or circumstance beyond the reasonable control of such JC SOLAR, including, without limitation, any technological

or physical event or condition which is not reasonably known or understood at the time of the sale of the defective MODULES . In such cases, performance by JC SOLAR of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

## 12 – Validity

This “**Limited Warranty for PV Modules**” is valid for all MODULES in the defined contract(s) dispatched from JC SOLAR’s factory.

“Nominal Power in Datasheet” is the power in Watt peak that a PV-module generates in its Maximum Power Point under STC condition. “STC” are as follows:

- (a) Light spectrum of AM 1.5,
- (b) An irradiation of 1000 W per  $m^2$  and
- (c) A cell temperature of 25 °C 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 JC SOLAR valid at the date of manufacture of the PV-modules.

## 13 – Applicable Law and Dispute Settlement

This “**Limited Warranty for PV Modules**” shall be governed by and interpreted under the laws of Hong Kong (irrespective of its choice of law principles).

Except for the technical disputes specified in Section 8 above herein, all disputes arising out of or in connection with this “**Limited Warranty for PV Modules**” shall, unless amicably settled between the parties, shall be settled by arbitration in Hong Kong under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these Rules. The language of arbitration shall be English. The award of the Arbitrators will be final and binding upon the Parties. Provided that there is any inconsistency between the sales contract to which this “**Limited Warranty for PV Modules**” is attached and this article 13, the terms and conditions of the sales contract shall prevail.

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