

# Limited Warranty For Crystalline PV Modules

JINNENG Clean Energy Technology Limited (hereafter referred to as the "Jinergy") provides limited warranty to purchasers (hereafter referred to as the "customer") of Jinergy Crystalline products. The terms of the limited warranty are as follows:

## 1. Limited Product Warranty – Ten Year Repair, Replacement or Refund Remedy

Jinergy warrants its Crystalline photovoltaic solar modules (hereafter referred to as "modules") including factory-assembled DC connectors and cables, if any, to be free from defects in materials and workmanship under normal application, conditions, use, installation, and maintenance, within a period of 120 months from the day of installation at the first application, (hereafter referred to as the "warranty start date").

If a module is found defective in material or workmanship, Jinergy will, at its sole discretion, repair or replace the module, or refund the purchase price as paid by the customer within the above specified period according to the type of defect.

The options to repair or replace defective modules, or refund the purchase price are the only and exclusive remedies guaranteed under this Limited Warranty for Crystalline PV Modules and shall not extend beyond the period of 120 months set forth here. Remedies will be performed directly to the customer only. This Limited Warranty for Crystalline PV Modules does not warrant a specific power output, which shall be exclusively covered under Clause 2 hereinafter ("Limited Peak Power Warranty – Limited Remedy").

## 2. Limited Peak Power Warranty – Limited Remedy

Jinergy warrants that any module(s) exhibiting minimum power output rating of the PV Product under Standard Test Conditions (STC) as stated below.

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
% of Nameplate DC Power Output	97.5%	96.8%	96.1%	95.4%	94.7%	94.0%	93.3%	92.6%	91.9%	91.2%	90.5%	89.8%	89.1%	88.4%	87.7%	87.0%	86.3%	85.6%	84.9%	84.2%	83.5%	82.8%	82.1%	81.4%	80.7%

Provided that such loss in power is determined by Jinergy (at its sole and absolute discretion) to be due to defects in material or workmanship, is eligible for claim under this Limited Warranty for Crystalline PV Modules. Jinergy will replace such loss in power by either providing additional modules to the customer to make up for such loss in power, or by repairing or replacing the defective modules at the discretion of Jinergy.

The remedies set forth in this Clause 2 shall be the sole and exclusive remedies provided under the "Limited Peak Power Warranty – Limited Remedy".

(STC, defined as: (a) light spectrum of AM 1.5, (b) an irradiation of 1000 W/m<sup>2</sup> and (c) a cell temperature of 25 degrees Celsius at right angle irradiation.)

## 3. Warranty Exclusions and Limitations

A. In any event, all warranty claims must be filed in accordance with the instructions outlined in Clause 4 of this Limited Warranty for Crystalline PV Modules, within the applicable warranty period.

B. The Limited Warranty for Crystalline PV Modules does not apply to any modules which have been subjected to:

- Misuse, abuse, neglect or accident;
- Alteration, disassemblage, reinstallation, and/or improper installation or application;
- Non-observance of Jinergy's installation and maintenance instructions;
- Repair or modifications by persons that have not been previously authorized or approved by Jinergy;
- Failures caused by surrounding equipment of the module;
- Use under unusual conditions or environments that deviate from the product specifications and installation manual;
- Use for purposes unrelated to the generation of solar power;
- Connection with any other manufacturer's PV modules, or Jinergy modules that are a different model or have different power output specifications;

- Defects occurring during transportation or storage after the modules have been delivered to the customer;
- Naturally occurring scratches, stains, mechanical wear, rust, degradation, discoloring, or other alteration occurring after the shipment from Jinergy that have no effect on the power generation performance or mechanical strength of the module;

C. The Limited Warranty for Crystalline PV Modules does not cover any transportation charges, customs clearance or any other costs for return of the modules, for reshipment of any repaired or replaced modules, or costs associated with installation, removal or reinstallation of the modules.

D. Warranty claims will not be honored if the type or serial number of the modules have been altered, removed or made illegible.

E. Jinergy shall have no responsibility or liability whatsoever for damage or injury to persons or property, or for other loss or injury resulting from any cause whatsoever arising out of or related to modules, including, without limitation, any defects in the modules, or from use or installation. Under no circumstances shall Jinergy be liable for incidental, consequential, loss of use, loss of profits, loss of revenues, loss of production or special damages. Jinergy's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value against the affected modules as paid for by the customer.

#### 4. Obtaining Warranty Performance

A. Warranty claims should be sent to (a) the dealer who sold the modules, or (b) the authorized Jinergy distributor who sold the modules, or (c) Jinergy at the address above.

B. Warranty claims must be sent by registered mail or courier. The claims must include the serial number of the defective module(s), accompanied by a copy of the relevant invoice and purchase contract, and must state, "We hereby accept, and agree to, the choice of law, the choice of an expert appraiser and the choice of arbitration as set out in Clause 6 of your Limited Warranty for Crystalline PV Modules on which our claim is based." Together with the notification, the customer should enclose evidence of the date of sale on which the modules were purchased. Incomplete notifications claims that do not meet the notification deadline of Clause 4, Section C will not be processed.

C. Any claim under this limited warranty shall be forfeited if (a) the customer does not notify Jinergy or their distributors of such claim in writing in accordance with Clause 4 paragraph A within twenty (20) days after discovering or after the customer should have discovered, the defect claimed under warranty; or (b) the customer does not commence court or arbitration action within six (6) months after proper notification of the claim.

D. Jinergy reserves the right to deliver another type of module (different in size, form, color, shape and/or power) to replace the claimed one if it is no longer in production when the warranty claim is received.

E. The repair, replacement, or additional delivery of a module neither renews nor extends the period of the warranty.

F. Any claimed/defective product that has been replaced by Jinergy shall become the property of Jinergy. The claimed/defective product shall be returned or otherwise disposed of in accordance with the instructions of Jinergy and at the customer's expense.

#### 5. Severability

If a part, provision or clause of this Limited Warranty for Crystalline 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 Crystalline PV Modules, and to this end such other parts, provisions, clauses or applications of this Limited Warranty for Crystalline PV Modules shall be treated as severable.

#### 6. Disputes

No action, regardless of form, arising out of or in any way connected with this Limited Warranty for Crystalline PV Modules, maybe brought against Jinergy more than six (6) months after the cause of action has occurred.

In the case of a dispute in a warranty claim, a first-class international institute designated by Jinergy such as Fraunhofer ISE or TÜV shall be involved to judge the claim. All fees and expenses shall be borne by the losing party, unless otherwise awarded.