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## **Warranty Terms 2017**

### **Limited Linear Warranty for PV Modules**

#### **1. Limited Product Warranty – TEN Years Repair, Replacement or Refund Remedy**

YIXING JS SOLAR Co.,Ltd(JS SOLAR) warrants its Photovoltaic Solar Modules (MODULES), including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If MODULES fail to conform to this warranty, during the period ending One hundred and twenty (120) months from the date of sale to the customer of the JS SOLAR product (CUSTOMER), JS SOLAR will, at its option, either repair or replace the product. The repair or replacement shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the One hundred and twenty (120) months period set forth herein. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (“Limited Peak Power Warranty”).

Any deterioration in appearance of the Product(including any scratches, stains, mechanical wear, rust, or mold), or any other changes to the Product which occur after delivery(Incoterm 2010) to the Buyer, do not constitute a defect under this Limited Warranty unless it materially impairs the Product’s power output as warranted pursuant to Sec. 2). A claim in the event of glass breakage arises only to the extent that there was no external cause of the breakage.

#### **2. Limited Peak Power Warranty - Limited Remedy**

##### **10 years**

If, within a period of ten ( 10 ) years from the Sales Date any MODULE(s) exhibits a power output less than 90 % of the minimum “Peak Power at STC”<sup>1</sup> as specified as of the Sales Date in JS SOLAR’s Flash Report, provided that such loss in power is determined by JS SOLAR ( at its sole and absolute discretion ) to be due to defects in material or workmanship, JS SOLAR will, at its sole option, either (1) replace such loss in power by either (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) at the option of JS SOLAR to the CUSTOMER representing the percentage of the power output less than 90% of the minimum “Peak Power at STC”<sup>1</sup> as specified as of the Sales Date in JS SOLAR’s Flash Report.

##### **25 years**

If, within a period of twenty-five (25) years from the date shown in the invoice to the CUSTOMER any MODULE(s) exhibits a power output less than the following of the minimum “Peak Power at STC”<sup>1</sup> as specified as of the Sales Date in JS SOLAR’s Flash Report, provided that such loss in power is determined by JS SOLAR (at its sole and absolute discretion ) to be due to defects in material or workmanship, JS SOLAR will, at its sole option, either (1) replace such loss in power by either (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) at the option of JS SOLAR to the CUSTOMER representing the percentage of the power output less than the following of the minimum “Peak Power at STC”<sup>1</sup> as specified as of the Sales Date in JS SOLAR’s Flash Report.

JS SOLAR warrants that for a period of twenty-five years commencing on the Warranty Start Date, the loss of power output of the Peak Power Watt-Pmax(Wp)-minus minimum Power Output Tolerance-Pmax(%)-specified in the relevant



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Product Data sheet and measured at Standard Test Conditions(STC) for the Product(s) shall not exceed

- *For Polycrystalline Products: 2.5% in the first year, thereafter 0.7% per year, ending with 80.7% in the 25<sup>th</sup> year after the Warranty Start Date.*
- *For Monocrystalline Products(as defined in Sec.1 b): 3.5% in the first year, thereafter 0.68% per year, ending with 80.18% in the 25<sup>th</sup> year after the Warranty Start Date.*

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the “Limited Peak Power Warranty”.

In the event that JS Solar opts for options a) or b),JS Solar shall bear all insurance and transportation charges(except air freight), customs clearance and any other costs for returning the defective Product(s) to JS Solar and shipping the repaired or replaced Product(s) to Buyer( a Buyer may claim reimbursement by JS for these charges by providing proof to JS Solar that these charges were incurred, e.g. an invoice form the relevant service provider). The costs and expenses for the removal, installation or reinstallation shall remain with Buyer.

### **3. Exclusions and Limitations**

(1) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.

(2) The “Limited Product Warranties” and the”Limited Peak Power Warranties” do not apply to any MODULES which have been subjected to:

- ★ Misuse, abuse, neglect or accident;
- ★ Alteration, improper installation or application;
- ★ Non-observance of correct installation and maintenance instructions;
- ★ Service by service technicians who are not qualified under the relevant law and/or applicable regulations at the place of installation.;
- ★ Exposure to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening, servicing by use of unauthorized spare parts, accident, force of nature(such as lightning strike, earthquake), influence from chemical products or other acts beyond JS Solar’s reasonable control(including damage by fire, flood, ect.);
- ★ The Product’s type, nameplate or module serial number is changed, erased or made illegible(other than by any act or omission of JS Solar);
- ★ The Product’s installation on mobile units(except photovoltaic tracking system), such as vehicles, ships or offshore-structures;
- ★ Exposure to voltage in excess to the maximum system voltage or power surges;
- ★ Defective components in the construction on which the module is mounted;
- ★ Exposure to mold discoloration or similar external effects.

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(3) Both the “Limited Product Warranties” 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 5) 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.

#### **4. Limitation of Warranty Scope**

These “Limited Warranties 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 JS SOLAR, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by JS SOLAR. JS SOLAR 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 the MODULE including, without limitation, any defects in the MODULE, or from use or installation. Under no circumstances shall JS SOLAR be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. JS SOLAR’s aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER, for the single unit of MODULE.

#### **5. Obtaining Warranty Performance**

If the CUSTOMER has a justified claim covered by this “Limited Warranties for PV Modules”, an immediate notification directly to JS SOLAR shall be filed by mailing a registered letter in writing to the address of JS SOLAR listed hereunder, or, sending an email letter to the email account of JS 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.

The return of any PV-modules will not be accepted unless prior written authorization has been given by JS SOLAR. In connection with both the “Limited Product Warranties” and “Limited Peak Power Warranties”, JS SOLAR shall reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repaired or replaced MODULES, only if this cost is authorized by JS SOLAR customer service department.

#### **6. 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.

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### 7. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by JS SOLAR.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING, WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU.

### 8. Various

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 JS SOLAR made for their disposal. JS SOLAR has the right to deliver another type ( different in size, color, shape and/or power ) in case JS SOLAR discontinued producing the replaced MODULES at the time of the claim.

### 9. Warranty Transfer

This warranty is transferable when the product remains installed in its original location at the warranty registration.

### 10. Force Majeure

JS 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" warranty for PV Modules", due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of such JS SOLAR. In such cases, performance by JS SOLAR of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

### 11. Validity

This "Limited Power Warranty for PV Modules" is valid for all MODULES dispatched between 1st January 2017 and 31st December 2017.

1 "Peak Power at STC" is the power in Watt peak that a PV- module generates in its Maximum Power Point. "STC" are as follows:

(a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per m2 and (c) a cell temperature of 25 degree centigrade at

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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 JS SOLAR valid at the date of manufacture of the PV-modules.

This “Limited Power Warranty for PV Modules” will become null and void if the MODULE is transferred from the original continent of origin (i.e. North America). All customers, direct and indirect, are hereby notified of such potential nullification.

**Yixing JS SOLAR Co.,Ltd**

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