

## **1.Limited Product Warranty - Ten Years Replacement or Refund Remedy**

SunLink PV having its registered office in Zhangjiagang Economic Development Zone, Zhangjiagang city, Jiangsu Province, China ("SunLink PV") warrants its photovoltaic modules ("PV-MODULES"), including factory-assembled DC connectors and cables, if any, to be free from defects in materials and workmanship under normal application, installation, usage and service conditions. If the PV-modules fail to conform to this warranty, during the period ending ten (10) years from date of sale as shown in the invoice to the first consumer customer of Sunlink product (CUSTOMER), SunLink PV will, at its option, either repair or replace the product, or refund the purchase price as paid by the CUSTOMER. The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the "Limited Product Warranty" and shall not extend beyond the ten (10) years 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").

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

If, within a period of twelve (12) years from the date shown in the invoice to the CUSTOMER any PV-modules exhibits a power output less than 90% of the minimum "Peak Power at STC" as specified at the date of invoice in Sunlink PV Product Information Sheet, provided that such loss in power is determined by Sunlink PV (at its sole and absolute discretion) to be due to defects in material or workmanship, Sunlink PV will replace such loss in power by either providing to the CUSTOMER additional PV-modules to make up such loss in power, or by replacing the defective PV-modules at the option of Sunlink PV

### **B. 25 years**

If, within a period of twenty-five(25) years from the date shown in the invoice to the CUSTOMER any PV-module(s) exhibits a power output less than 80% of the minimum Peak Power at STC1 as specified at the date of invoice in Sunlink PV's Product Information Sheet, provided that such loss in power is determined by Sunlink PV (at its sole and absolute discretion) to be due to defects in material or workmanship, Sunlink PV will replace such loss in power by either providing to the CUSTOMER additional PV-modules to make up such loss in power or by replacing the defective PV-modules, at the option of Sunlink PV.

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

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

- a. In any event, all warranty claims must be filed within the applicable warranty period
- b. The "Limited Product Warranties" and the "Limited Peak Power Warranties" do not apply to any PV-modules which in Sunlink PV's absolute judgment have been subjected to:
- misuse, abuse, neglect or accident;
  - alteration, improper installation or application;
  - non-observance of Sunlink PV's installation and maintenance instructions;
  - repair or modifications by someone other than an approved service technician of Sunlink PV;
  - power failure surges, lightning, flood, fire, accidental breakage or other events outside Sunlink PV's control.
- c. Both, the "Limited Product Warranties" and "Limited Peak Power Warranties" do not cover any transportation charge, customs clearance or any other costs for return of the PV-modules, or for reshipment of any repaired or replaced PV-modules, or cost associated with installation, removal or reinstallation of the PV-modules.
- d. When used in non-land based applications the Limited Peak Power Warranty, applying to any of the PV-modules shall be limited to twelve (12) years as per the provisions of clause 2A hereof.
- e. Warranty claims will not be honored if the type or serial number of the PV-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 or merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of Sunlink PV, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Sunlink PV. Sunlink PV 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 product, including, without limitation, any defects in the module, or from use or installation. Under no circumstances shall Sunlink PV be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically and without limitation excluded

Sunlink PV'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 product.

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

If the CUSTOMER feels a justified claim covered by this "Limited Warranty for PV Modules", an immediate notification directly to Sunlink PV shall be filed by mailing a (registered /certified ) letter in writing to the address of Sunlink PV listed hereunder, or, sending an email letter to the e-mail account of Sunlink PV listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding series number of the Module(s) and the invoice 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 Sunlink PV.

## 6. 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 final . All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by Sunlink PV.

No action, regardless of form, arising out of or in any way connected with this Limited Warranty, may be brought by the Customer more than one (1) year after the cause of action has accrued.

## 7.Various

The repair or replacement of the PV-modules or the supply of additional PV-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 PV-modules shall become the property of Sunlink PV for their disposal. Sunlink PV has the right to deliver another type of PV-modules ( different in size, color, shape and/or power) in case Sunlink PV discontinued producing the replaced Modules at the time of the claim.

In the event that any of the PV-modules purchased by the Customer are not listed in this Limited Warranty, the Customer should contact Sunlink PV for further information regarding the applicable warranties, if any.

## 8.Force Majeure

Sunlink PV shall not be in any way responsible or liable 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 of 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 Sunlink. In such cases,performance by Sunlink of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

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 1000W/m<sup>2</sup> and (c) a cell temperature of 25 degrees centigrade. The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals per calibration and testing standards of Sunlink PV valid at the date of manufacture of the PV- modules.

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