

Yuhuan Sinosola Science & Technology Co.,Ltd
www.sinosola.cn

Limited Warranty for Solar Panel/module

1. Limited Product Warranty – Five Years Repair, Replacement or Refund Remedy

SinoSola S&T Co., Ltd. (SinoSola) warrants its Photovoltaic Solar Panel , 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 Solar Panel fail to conform to this warranty, during the period ending 5 years from the date of sale as shown in the invoice to the first consumer customer of the SinoSola product (CUSTOMER), SinoSola 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 5 years period .

2. Limited Peak Power Warranty - Limited Remedy

12years

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

25 years

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

- (1) In any event, all warranty claims must be filed within the applicable warranty period.
- (2) The “Limited Product Warranties” and the ”Limited Peak Power Warranties” do not apply to any Solar Panel which have been subjected to:
 - Misuse, abuse, neglect or accident;
 - Alteration, improper installation or application;
 - Non-observance of SinoSola installation and maintenance instructions;
 - Repair or modifications by someone other than an approved service technician of SinoSola;
 - Power failure surges, lighting, flood, fire, accidental breakage or other events outside SinoSola control.
- (3) 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 Solar Panel, or for reshipment of any repaired or replaced Solar Panel, or costs associated with installation, removal or reinstallation of the PV-modules.
- (4) Warranty claims will not be honored if the type or serial number of the Solar Panel have been altered, removed or made illegible.

4. Limitation of Warranty Scope

These “Limited Warranties for Solar Panel” 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 SinoSola, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by SinoSola. SinoSola 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 Solar Panel, including, without limitation, any defects in the Solar Panel, or from use or installation. Under no circumstances shall SinoSola 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. SinoSola aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER, for the single unit of Solar Panel.

5. Obtaining Warranty Performance

If the CUSTOMER feels a justified claim covered by this “Limited Warranties for Solar Panel”, an immediate notification directly to SinoSola shall be filed by mailing a [registered/certified] letter in writing to the address of SinoSola listed hereunder, or, sending an email letter to the email account of SinoSola listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the Solar Panel and the invoice on which the Solar Panel have been purchased. The return of any Solar Panel will not be accepted unless prior written authorization has been given by SinoSola.

6. Severability

If a part, provision or clause of this “Limited Warranty for Solar Panel”, 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 Solar Panel”, and to this end such other parts, provisions, clauses or applications of this “Limited Warranty for Solar Panel” shall be treated as severable.

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 SinoSola.

8. Various

The repair or replacement of the Solar Panel or the supply of additional Solar Panel, does not cause the beginning of new warranty terms, nor shall the original terms of this “Limited Warranty for Solar Panel” be extended. Any replaced Solar Panel shall become the property of SinoSola made for their disposal. SinoSola has the right to deliver another type(different in size, color, shape and/or power) in case SinoSola discontinued producing the replaced Solar Panel 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

SinoSola 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 Solar Panel", 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 SinoSola. In such cases, performance by

SinoSola 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 Solar Panel“ is valid for all Modules dispatched from Sinosola.

12. Testing Condition

(a) light spectrum of AM 1.5

(b) an irradiation of 1.000 W per m²

(c) a cell temperature of 25 degree 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 SinoSola valid at the date of manufacture of the PV-modules.