

## CONTACT

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## LIMITED WARRANTY TERMS

### Solar Photovoltaic Modules

### Coverage - Global

**Reference:** LYHT-WARRANTY-OR Version : OR Updated on : 2021/10

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Eversola LuoYang Co., Ltd. (hereinafter “Eversola” ) provides limited warranties for crystalline silicon terrestrial photovoltaic modules (hereinafter “MODULES” ).

## TYPES OF THE MODULES

Eversola Standard PV MODULES Types Name covered under this warranty are:

Module Type	Description
ES***P-24/Abw(***=290-345)	156-72 Poly series
ES***P-24/Abpw(***=290-345)	156-72 Poly series
ES***P-24/Bbw(***=245-285)	156-60 Poly series
ES***P-24/Bbpw(***=245-285)	156-60 Poly series
ES***M-24/Abw(***=380-390)	158.75-72 Mono series
ES***M-24/Abpw(***=380-390)	158.75-72 Mono series
ES***M-24/Bbw(***=320-325)	156-60 Mono series
ES***M-24/Bbpw(***=320-325)	156-60 Mono series
ES***M-Abcp(***=390-410)	158.75-144 Half Cut Mono series
ES***M-Bbcp(***=325-340)	158.75-120 Half Cut Mono series
ES***M-Abcp(***=420-450)	166-144 Half Cut Mono series
ES***M-Bbcp(***=350-375)	166-120 Half Cut Mono series
ES***M-Abcp(***=525-555)	182-144 Half Cut Mono series
ES***M-Bbcp(***=440-460)	182-120 Half Cut Mono series
ES***M-Agcd(***=390-410)	158.75-144 Half Cut Mono Bifacial series
ES***M-Bgcd(***=310-330)	158.75-120 Half Cut Mono Bifacial series
ES***M-Agcd(***=425-465)	166-144 Half Cut Mono Bifacial series
ES***M-Agcd(***=525-555)	182-144 Half Cut Mono Bifacial series

For the standard solar module types listed above, Eversola shall warrant to its immediate customer of Eversola the MODULES performance starting from the date of unpacking at client side or ninety (90) days after the delivery from Eversola, whichever date is earlier (hereinafter "WARRANTY START DATE" ).

### **LIMITED PRODUCT WARRANTY – TEN YEARS REPAIR, REPLACEMENT OR REFUND REMEDY**

Eversola warrants its Modules types listed in the MODULES type table, including factory-assembled DC connectors and cables will perform fully compliant to the technical specifications under normal application, installation, utilization and service conditions. If MODULES under perform during the period of 10 or 12 years from the Warranty Start Date due to MODULES' material or workmanship, Eversola will, at its own option, either repair or replace the product, or refund the current market price of the MODULES when the CUSTOMER makes the claim. The repair or replacement or refund remedy set forth in this paragraph 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 the Limited Peak Power Warranty.

### **LIMITED PEAK POWER WARRANTY – LIMITED REMEDY**

For a period of 25 or 30 years from the Warranty Start Date, concerning the power output compared with the nominal peak power output specified in relevant product technical data sheet and measured at standard test conditions (hereinafter "STC"), Eversola warrants that:

- For all Eversola LuoYang's MODULES: the peak power output has a positive allowance 0 ~ +5W based on Eversola LuoYang ex works testing data;
- For the poly series: the power output should no less than 98% of nominal peak power output in the first year; and thereafter, the power output degrades linearly; the power output should no less than 84.80% of nominal peak power at the end of the 25<sup>th</sup> year after the Warranty Start Date;
- For the Mono series : the power output should no less than 98% of nominal peak power output in the first year; and thereafter, the power output degrades linearly; the power output should no less than 84.80% of nominal peak power at the end of the 25<sup>th</sup> year after the Warranty Start Date;
- For the half cut Mono series: the power output should no less than 98% of nominal peak power output in the first year; and thereafter, the power output degrades linearly; the power output should no less than 84.80% of nominal peak power at the end of the 25<sup>th</sup> year after the Warranty Start Date;
- For the specified Mono series: the power output should no less than 98% of nominal peak power output in the first year; and thereafter, the power output degrades linearly; the power output should no less than 82.05% of nominal peak power at the end of the 30<sup>th</sup> year after the Warranty Start Date.

If there is any excess power output loss, and it is determined by Eversola (at its sole and absolute discretion) to be due to defects in material or workmanship, Eversola will, at its sole option:

- provide additional MODULES to the CUSTOMER or replace, repair the defective Module(s) to make up for such loss in power, or
- refund the percentage of the cost of the Module (according to the market price of the Module at the time the CUSTOMER makes the claim) to the CUSTOMER, corresponding to the power loss discrepancy from the warranted value stated above.
- The remedies defined in this section shall be the sole and exclusive remedies provided under the Limited Peak Power Warranty.

## 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 Warranty and the Limited Peak Power Warranty do not apply to any MODULES which have been subjected to:
  - Misuse, abuse, neglect or accident;
  - Alteration, improper installation, or application or damage due to transportation which the CUSTOMER is responsible for;
  - Non-observance of Eversola LuoYang's Photovoltaic MODULES Installation Manual (REF: LYHT-Installations & Maintenance Manual);
  - Repair or modifications by someone other than a service technician pre-approved by Eversola;
  - Power failure surges, lightning, flood, fire, accidental breakage, actions of third parties, or other events outside Eversola LuoYang'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 a defective construction base on which the MODULES are mounted;
  - Damages due to external corrosion, mold discoloration or the like; or
  - Damages due to movement of the MODULES since installation.
  - Payment overdue.
- (3) Both the "Limited Product Warranty" and "Limited Peak Power Warranty" do not cover any costs associated with installation, removal or re-installation of the MODULES, and (except as explicitly set forth in the final paragraph of Obtaining Warranty Performance) customs clearance or any other costs for return of the MODULES.
- (4) Warranty claims will not be honored or covered under the Limited Warranties if the type or serial number of the MODULES have been altered, removed or made illegible.

## LIABILITY LIMITATION OF WARRANTY

These Limited Warranty Terms 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 Eversola, any request or claim exceed the agreement of the original sales contract, unless such other obligations or liabilities are expressly agreed to in a writing signed and approved by Eversola.

Under no circumstances shall Eversola LuoYang 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, and loss of goodwill or reputation, that arises from or is in connection to the breach of these Limited Warranty Terms for PV MODULES regardless of the type of claim, whether or not of contract, tort, warranty or otherwise, and even if Eversola LuoYang has been advised of the possibility of such damages.

The aggregate maximum liability of Eversola LuoYang, if any, for certain MODULES in connection to any loss(es), in damages or otherwise, whether for claims of contract, tort, warranty or otherwise, shall not exceed the invoice price and value.

## OBTAINING WARRANTY PERFORMANCE

If the CUSTOMER has a justified claim covered by these Limited Warranty Terms for PV MODULES, an immediate notification in writing directly to Eversola shall be filed by mailing a registered letter to the address of Eversola listed hereunder, or by sending an email to the email account of Eversola listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the affected 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 Eversola or its authorized distributors should also be submitted as part of the evidence.

The return of any Modules will not be accepted unless prior written authorization has been given by Eversola.

## SEVERABILITY

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

## 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, TÜV NORD, PI, VDE, DEKRA or SGS shall be engaged to provide test results which will be reference to the judgment from technical side (Measurement equipment tolerance shall be taken into consideration during output performance test). All fees and expenses shall be borne by the responsible or liable party or the final losing party. The final optional right in connection with test institute shall be owned by Eversola.

## MISCELLANEOUS

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

## WARRANTY TRANSFER

The warranties herein are transferable, provided that the MODULES remains installed in their original installation location and that the transferee must hold the MODULES or the projects in which such MODULES are used; any assignment or and such transfer of any of the Limited Warranties is subject to Eversola's prior written consent, and all assignments and transfers in violation of the aforementioned consent requirement will be void.

## FORCE MAJEURE

Eversola 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 contractual obligations, including those provided under these Limited Warranty Terms for PV MODULES, due to acts of 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 Eversola, 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 the event of a force majeure occurrence, performance by Eversola of these Limited Warranty terms shall be suspended without liability for the period of delay reasonably attributable to such occurrences of force majeure.

## VALIDITY

This Limited Warranty Terms for PV MODULES is valid for all MODULES in the defined contract(s) dispatched from Eversola LuoYang's factory sites.

“Nominal Power in Datasheet” is the power in Watt peak that a PV module generates in its Maximum Power Point under standard test condition (STC), which are as follows:

- (a) Light spectrum of AM 1.5;
- (b) An irradiation of 1000 W/m<sup>2</sup>;
- (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 Eversola valid at the date of manufacture of the PV MODULES.

## APPLICABLE LAW AND DISPUTE SETTLEMENT

These Limited Warranty Terms for PV MODULES shall be governed by and interpreted under the laws of People's Republic of China (irrespective of its choice of law principles).

Except for the technical disputes specified in the TECHNICAL DISPUTES” section above herein, all disputes arising out of or in connection with these Limited Warranty Terms for PV MODULES shall, unless amicably settled between the parties, shall be settled by arbitration in Hong Kong under the Hong Kong International Arbitration Center 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. In the event of any conflict or inconsistency between this Section and a signed purchase or sales contract to which these Limited Terms are attached, the terms and conditions of such contract shall prevail.

This document constitutes part of the contract and valid automatically when the contract is signed.