



# **Solar Crystal Silicon PV Module Limited warranty**

Version Number: QZR-MP0-060

Version: A/0

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Jiangsu Solarspace Technology Co., Ltd(hereafter referred to as "Solarspace") provides the limited warranty to purchasers (hereafter referred to as the "customer") of Solarspace PV modules. The terms of the limited warranty are as follows:

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

Subject to the Exclusions and Limitations in clause 3 herein, Solarspace warrants its PV modules (hereafter referred to as "modules"), including factory-assembled glass, cells, encapsulation material, frame, electric components, Junction box, connector and cable, if any, to be free from defects in materials and workmanship under normal application, operating conditions, use, installation, and maintenance.

For Single Glass and Double Glass product, within a period of 12 years from the date of delivery to the end customers but not later than 6 months after delivery to the first purchaser from Solarspace, (hereafter referred to as the "warranty start date").

If a module is found defective in material or workmanship, Solarspace will, at its sole discretion, repair or replace the defective products, or reimburse the customer an amount equal to the value of the replaced materials or to the left value of the defective products at a fair market price.

For clarification purpose: "Material or process defects" will refer to the evaluation criteria for appearance defects specified in Clause 8 of IEC61215-1, Clause 4.1 of IEC61215-2 and Clause 10.2 of IEC61730-2, as well as the electrical and mechanical structure defects specified in Clause 4 of IEC61215-2. As all materials are exposed to different environmental conditions, the natural aging degree and appearance of different parts of modules may be different during the warranty period. For the defective modules, whether to repair or replace the defective modules or to compensate the reasonable market price of the replaced materials or the residual defective modules, the above three methods are the only compensation methods, and can not exceed the 12 year period specified in the warranty. Solarspace provides direct compensation to its end customers. This limited product warranty does not cover the rated power output of modules. The power output guarantee will be specifically described in Article 2 below ("limited peak power guarantee - limited compensation").

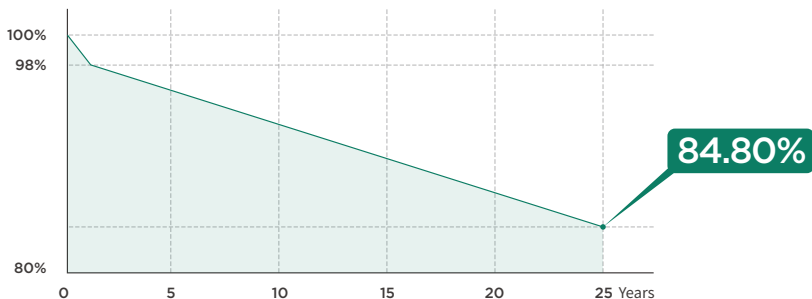


## 2. Limited Peak Power Warranty – Limited Remedy

Subject to the Exclusions and Limitations in clause 3 herein, Solarspace warrants that:

1) P-type single-glass modules shall, within one year from the warranty date, output power of STC modules under standard test conditions (standard test conditions : AM1.5, light irradiation intensity 1000W/m<sup>2</sup>, battery temperature 25°C) shall not be less than 98% of the rated peak power of STC indicated in its product specification or product nameplate; For the next two to twenty-five years, the modules output power under standard test conditions will decrease by no more than 0.55% per year compared with the STC rated peak power stated in the product specification or product nameplate. Thus, modules shall have power output value not less than 84.8% of the STC rated peak power stated in its product specification or product nameplate under standard test conditions within 25 years from the warranty start date.

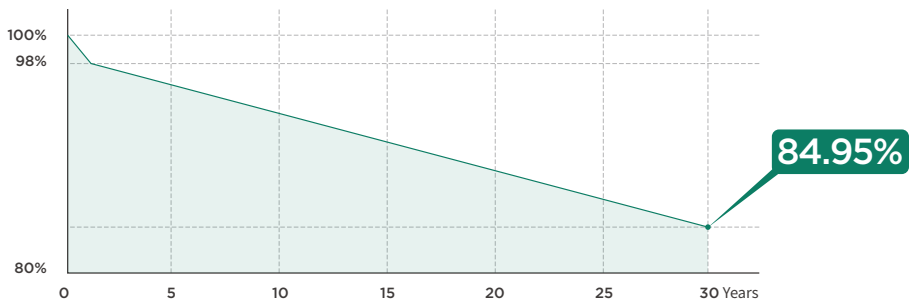
### Solarspace P-type single-glass modules Linear power output guarantee



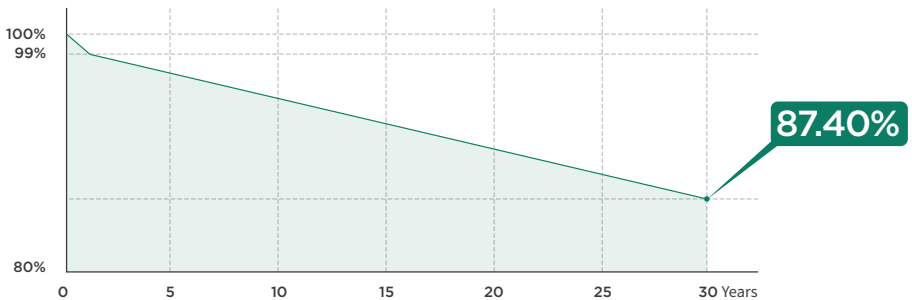


2) P-type dual-glass modules shall, within one year from the warranty date, output power under standard test conditions (standard test conditions STC:AM1.5, light irradiation intensity 1000W/m<sup>2</sup>, battery temperature 25 °C) not less than 98% of the rated peak power of STC indicated in its product specification or product nameplate; For the next 2 to 30 years, the modules output power under standard test conditions will decrease by no more than 0.45% per year compared with the STC rated peak power stated in the product specification or product nameplate. Therefore, modules' power output value under standard test conditions shall not be less than 84.95% of the rated peak power of STC indicated in its product specification or product nameplate within 30 years from the warranty start date.

#### Solarspace P-type dual-glass modules Linear power output guarantee



3) N-type single-glass & double-glass modules shall, within one year from the warranty date, output power under standard test conditions (standard test conditions STC:AM1.5, light irradiation intensity 1000W/m<sup>2</sup>, battery temperature 25 °C) not less than 99% of the rated peak power of STC indicated in its product specification or product nameplate; For the next two to three decades, modules' output power under standard test conditions decreases by no more than 0.4% per year from its STC rated peak power as indicated in the product specification or product nameplate. Thus, modules shall, within 30 years from the warranty start date, have a power output value not less than 87.4% of the rated peak power of STC indicated in its product specification or product nameplate under standard test conditions.



If the modules measured by the Solarspace factory test equipment or a third-party testing agency jointly recognized by both parties do exceed the above power guarantee value, and Solarspace (with the sole and complete right to decide) determines that the reason is material or process factors, the customer has the right to claim against the modules under this limited warranty, and Solarspace will provide the customer with replacement modules to make up for the power loss, Or repair the modules with insufficient power or make compensation according to the reasonable market value corresponding to the difference between the actual output power of the product and the warranty power at the time of claim, which shall be determined by Solarspace at its own discretion.

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

Caution: Any power measurement mentioned herein shall be carried out in accordance with IEC 60904 and subjected to - a power measurement uncertainty of  $\pm 3\%$ .



### 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 PV Modules, within the applicable warranty period.

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

- Misuse, abuse, neglect or accident;
- Alteration, disassemble, reinstallation, and/or improper installation or application;
- Non-observance of Solarspace's installation and maintenance instructions;
- Repair or modifications by persons that have not been previously authorized or approved by Solarspace;
- Failures caused by surrounding equipment of the module;
- Use under unusual conditions or environments (such as high temperature, high humidity and so on) that deviate from the product specifications and installation manual;
- Products are installed on the mobile platforms (except for PV tracking systems) or exposed to the marine environment.
- The use of modules is not related to solar power generation;
- Connection with any other manufacturer's PV modules, or Solarspace modules that are a different model or have different power output specifications without Solarspace's approval in advance;
- Defects occurring during transportation or storage in violation of usual transportation or storage rules or such specified by Solarspace, 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 Solarspace that have no effect on the power generation performance or mechanical strength of the module, but not limited to the below visual alteration during the related warranty period:

- a. Non-significant discoloration of laminate;
- b. Non-significant loss of glass transparency;
- c. Non-significant increase of surface roughness;
- d. Non-significant frame damage due to environmental stress;
- e. Non-significant damage of junction box due to environmental stress or indication of corrosion;
- f. Non-significant damage of connectors and cables due to environmental stress or indication of corrosion;
- g. Non-significant damage of frame fixation due to environmental stress.

- Power failure surges, flood, fire, accidental breakage or other events caused by force of nature, force majeure, or other unforeseeable circumstances outside the range of influence of Solarspace.

C. Solarspace undertakes to bear the reasonable transportation costs under the following situations:

- (i) With the prior written authorization of Solarspace, customer transports the defective products to Solarspace.

- (ii) Solarspace transports the additional, repaired or replacement products to the customer.

However, the aforesaid reasonable transportation costs shall not include any insurance fees, taxes or import and export duties or any costs incurred as a result of the customer's failure to cooperate with Solarspace, such as storage fees, demurrage, etc. The customer shall provide Solarspace with the original invoice related to such reasonable transportation costs, otherwise Solarspace shall not bear such costs.



If SolarSpace opts to repair the products itself, the customer shall cooperate and aid SolarSpace in reasonable and practical manners. However, should the repair be made by the customer or the third party entrusted by the customer with approval of SolarSpace, the directly related costs and expenses on material and manpower shall be bore by SolarSpace.

The following costs and expenses shall be bore by the customer no matter whether SolarSpace chooses to repair the defective products (including repair made by customer or third party entrusted by customer), to replace the defective products, or to reimburse the customer:

(i) Costs and expenses incurred in the process of dis-installation and repackaging of the defective products, installation of replacement products, and reinstallation of the repaired products; profits loss of the system generation; fees, levies, taxes or other financial duties due in relation to any applicable electronic waste disposal regulations and laws;

(ii) Increased product compliance fees due to changes in laws, regulations or industry standards after the product is sold.

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

E. SolarSpace 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 SolarSpace be liable for incidental, consequential, loss of use, loss of profits, loss of revenues, loss of production or special damages. SolarSpace'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 Solarspace distributor who sold the modules, or (c) Solarspace directly.

B. Warranty claims must be sent by registered mail or courier or any other official written and legal valid document. The claims must include the module model type and the serial number of the defective module(s) (both can be found on the module label), the installation date, location and address of the installation, a precise description of the defect observed and (if applicable, additional information that could attribute to the analysis of the defect, photographs of the damaged modules, the circuit diagram of the system, any records from the system data monitoring), accompanied by a copy of the relevant invoice and purchase contract, delivery date, 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 PV Modules on which our claim is based." Incomplete notifications claims that do not meet the notification deadline of Clause 4, Section C will not be processed.

C. Any claim in compliance with this limited warranty shall be forfeited if any of the following conditions occur. (a) The customer has not found it Or submit a written statement of claim under Section 4A to Solarspace or its resellers within 30 days of the discovery of the modules defect; Or (b) the client fails to take arbitration action within 6 months after the claim is made.

D. Solarspace is entitled to supply another type of module (if necessary, with other-properties) 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 Solarspace shall become the property of Solarspace. Solarspace shall not accept any return of products without Solarspace's prior written authorization.



## 5. Severability

If any part, provision, or term of this limited Warranty, or any application by any person or circumstance, is invalid And shall not affect or disqualify any other part, provision, clause or application of this limited Warranty. A part, provision or provision that is deemed invalid or unenforceable is separated from other parts, provisions or provisions.

## 6. Disputes

Regardless of the form of product problems related to Solarspace's warranty, if a complaint is fed back six months after the problem occurs, Solarspace will not accept the complaint.

For any dispute related to warranty claim, Solarspace will invite a third-party testing institution with international first-class testing qualification, such as Fraunhofer Research Institute in Freiburg, Germany, Cologne, TUV Rhein in China, TUV North Germany in China, TUV South Germany in China, Intertek, CSA and other testing laboratories (CBTL) recognized by IECEE to make a ruling. Unless otherwise awarded, all costs shall be borne by the losing party. If Solarspace or the customer refuses to accept the conclusion of a third-party testing agency, the dispute shall be finally resolved through the dispute resolution method determined in the component sales contract signed between Solarspace and the customer. Solarspace reserves the right of final interpretation.