

**IREX**  
a member of SolarBK



**IREX ENERGY JOINT STOCK COMPANY**

Head Office: Road No.9, Phu My 1 Industrial Zone,

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[www.irex.com.vn](http://www.irex.com.vn)

**WARRANTY** BOOKLET  
**IREX PV MODULES**

[www.irex.vn](http://www.irex.vn)

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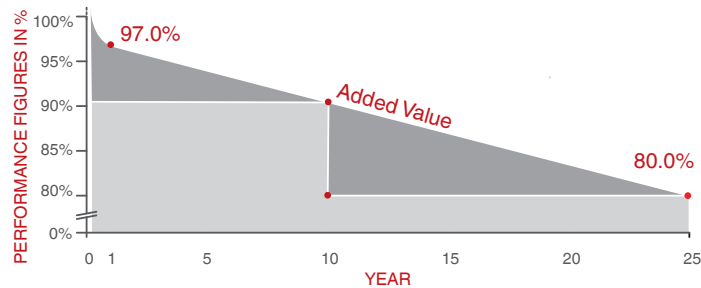
## I. TWELVE YEAR LIMITED PRODUCT WARRANTY

IREX Energy Joint Stock Company (IREX) warrants that its Photovoltaic Modules PV Modules shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. If, during a period not exceeding twelve (12) years from the date of shipment of the PV Modules to the Buyer from IREX's facility, there is such defect, then IREX will, at its sole option, either repair or replace the defective modules, or refund the then current market price of the modules.

The warranty is applicable for modules where the malfunction or non-conformity of a module results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions. Color changes, or other changes in module appearance including but not limited to abrasion, scratching, oxidation, mold and mechanical wear-out, which occurs after delivery to buyer, are exempted from this warranty if it does not cause degradation in functionality of the module.

The warranty remedy will extend only to claims received before the end of the warranty period. The remedies set forth in this Chapter A shall be the sole and exclusive remedies provided under the "Limited Product Warranty". This "Limited Product Warranty" does not warrant a specific power output, which shall be exclusively covered under Article 2 hereinafter (Guaranteed Peak Power Output Limited Warranty).

## 2. GUARANTEED PEAK POWER OUTPUT LIMITED WARRANTY



*Provided that the PV Modules are used under normal conditions, IREX is responsible for guaranteed peak power output as below.*

### 2.1. First year guaranteed peak power output limited warranty

IREX warrants the power output of the PV Modules for a period of first year from the date of shipment of the PV Modules to the Buyer from IREX's facility. If the minimum "Peak Power at STC" reduces to less than ninety-seven percent (97%) of the nominal power classification, IREX will at its sole option either provide additional Modules to the Buyer, or repair the defective PV Modules, to restore the power output performance to the guaranteed level as specified in this paragraph, or refund the difference of the actual performance between the modules and the warranted performance basing on the then current market price of the modules.

### 2.2. Second year to twenty-fourth year guaranteed peak power output limited warranty

IREX warrants that for a period of second year to twenty-fourth year from the date of shipment of the PV Modules to the Buyer from IREX's facility will maintain a performance as both poly PV and mono PV modules, max annual power decline will not be more than 0.7%;

If there is any defect, IREX will at its sole option either provide additional Modules to the Buyer, or repair the defective PV Modules, to restore the power output performance to the guaranteed level as specified in this paragraph, or refund the difference between the actual performance of the modules and the warranted performance basing on the then current market price of the 2.modules.

### 3. 25 years guaranteed peak power output limited warranty

IREX warrants the power output of the PV Modules for a period of twenty- five (25) years from the date of shipment of the PV Modules to the Buyer from IREX 's facility. If the minimum "Peak Power at STC" for the PV Modules reduces to less than eighty percent (80%) of the nominal power classification, IREX Energy Joint Stock Company will at its sole option either provide additional Modules to the Buyer, or repair the defective PV Modules, to restore the power output performance to the guaranteed level as specified in this paragraph, or refund the difference between the actual performance of the modules and the warranted performance basing on the then current market price of the modules.

**4.The remedies set forth in this article 2 shall be the sole and exclusive remedies provided under the "guaranteed peak power output limited warranty".**

## 3. EXCLUSIONS AND LIMITATIONS

- 3.1 All warranty claims must, in any event, be submitted to IREX within the applicable warranty period.
- 3.2 The "Limited Product Warranty" and the "Guaranteed Peak Power Output Limited Warranty" DO NOT apply when:
  1. The product is improperly installed, wired, or maintained;
  2. The product is subjected to inappropriate handling, including handling during transportation or storage, abuse, neglect, vandalism, vermin or accident;
  3. The product is moved from its original installation location;
  4. The product is installed in an environment which exceeds "Standard Operating Conditions" as defined in product specifications and installation manual, installed in a mobile or marine environment, subjected to improper voltage or power surges, or subjected to abnormal environmental conditions (such as acid rain, salt damage or other pollution);
  5. Inappropriate maintenance, including maintenance by an unauthorized service technician or in non-conformance with IREX's user manual, is performed on the module;

- 6 The product is subject to external accidents or forces such as fire, explosion, and civil disorder;
- 7 Other unforeseen circumstances or causes outside IREX 's control including, but not limited to, surges, lightning, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunami, snow damage, heavy hail, etc.

**3.3** The “Limited Product Warranty” and “Guaranteed Peak Power Output Limited Warranty” cover only the transportation cost for reshipment of any repaired or replaced PV Modules to the destination port set forth in the sales contract, and do not cover any transportation charges for the return of PV Modules to IREX, customs clearance, taxes, or any other costs related to installation, removal, or reinstallation of the PV Modules.

**3.4** Warranty claims will be honored only if the product can be identified as being manufactured by IREX , as indicated by the product label, serial number, etc.

**3.5** The Buyer shall carry the burden of proof to prove that it is eligible for coverage and that none of the terms specified in clause 3.2.

#### 4. LIMITATION OF WARRANTY SCOPE

IREX shall not be liable under any circumstance to any incidental, indirect, consequential or special damages, therefore. Loss of use, loss of profits, loss of production, loss of revenues will be out of warranty scope. IREX 's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase value of the PV Modules as paid by the Buyer.

**4.1** IREX undertakes no responsibility for the quality of the goods except as otherwise provided in this limited warranty and the attached contract.

**4.2** IREX assumes no responsibility that the PV Modules will be fit for any particular purpose for which you may be buying these goods, except as otherwise provided in this limited warranty and the attached contract.

**4.3** These warranties are expressly limited to the Buyer who directly purchased the PV Modules from IREX .

#### 5. OBTAINING WARRANTY PERFORMANCE

**5.1** The Buyer shall notify IREX of any defect in the products promptly and no later than thirty (30) days from discovery of the defect. The notice shall be in writing and shall include the description of the claim, corresponding module serial numbers, and Proof of Purchase such as the commercial invoice.

**5.2** The return of any PV modules will not be accepted unless prior written authorization has been given by IREX.

**5.3** Any replaced PV Module shall become the property of IREX. IREX shall have the right to deliver another type of PV Modules (different in size, color, shape and/or power) in the event

that production of the previous PV Module has been discontinued at the time of the claim. The repair or replacement of the PV Modules or the delivery with additional PV Modules shall not extend the original terms of the “Limited Product Warranty” and the “Guaranteed Peak Power

#### 6. DISPUTES

**6.1** Any disputes arising from or in connection with these warranties shall be submitted to binding arbitration and shall be subjected to the choice of law as provided in the contract between IREX and the Buyer. Notwithstanding the above, Technical Related Disputes shall be first submitted to non-binding expert evaluation as provided below. In this Agreement the term Technical Related Disputes shall mean disputes regarding the function or malfunction of the PV Modules or other related products.

**6.2** The Technical Related Disputes shall be evaluated by an expert appointed by one of the following test institutions listed in paragraph (6.3) below. The appointed expert shall provide its expert opinion regarding the function of the PV Modules, and the causes of the malfunction (if exists). The expert shall also provide a suggestion for the adequate resolution of the dispute including monetary compensation if needed. The specific institution which will appoint the expert shall be the institution that is physically the closest to the location of the PV Modules in dispute.

**6.3** Fraunhofer ISE in Freiburg / Germany, TÜV Rheinland in Cologne / Germany, or ASU Arizona State University.

**6.4** The expert's opinion shall be non binding on either of the parties to this Agreement, but may be used as admissible evidence if the dispute is submitted to arbitration. For avoidance of doubt, both parties reserve the right to submit the case to arbitration pursuant to paragraph (6.1) above and to present alternative expert opinions to the arbitration tribunal.

**6.5** The parties shall cooperate to fully accommodate the appointed expert and shall provide the expert the necessary assistance to promptly complete its tasks. The parties shall share the fees to be paid to the expert.

#### 7. VALIDITY

**7.1** The Buyer shall notify IREX of any defect in the products promptly and no later than thirty (30) days from discovery of the defect. The notice shall be in writing and shall include the description of the claim, corresponding module serial numbers, and Proof of Purchase such as the commercial invoice.

**7.2** The return of any PV modules will not be accepted unless prior written authorization has been given by IREX.

#### 8. MISCELLANEOUS

If any provision of this Limited Warranty is held invalid, unenforceable or contrary to law, the validity of the remaining provisions of this Limited Warranty shall remain in full force and effect.



**GREEN ONE UN HOUSE IN VIETNAM**  
Capacity: 110 kWp