



Ningbo PolyCrown Solar Energy Technology Co.,LTD
No.1558,Jiangnan Rd.,High-Tech Zone,Ningbo City,Zhejiang China

Warranty Terms

Limited Warranty for PV Modules

Date: 1-01- 2018

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

15 years

Ningbo Polycrown Solar Energy Technology Co., Ltd. warrants its PV Modules to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If MODULES fail to conform to this warranty, during the period ending fifty (15) years from the date of sale to the customer of the Polycrown SOLAR product (CUSTOMER), Polycrown SOLAR will, at its option, either repair or replace the product, or refund the purchase price as paid by the CUSTOMER (SALES DATE). 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 one hundred twenty (120) months 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

20 years

If, within a period of twenty (20) years from the Sales Date any MODULE exhibits a power output less than 90 % of the “Peak Power at HS” as specified as of the Sales Date in Polycrown SOLAR ’s Module Parameter List, provided that such loss in power is determined by Polycrown SOLAR (at its sole and absolute discretion) to be due to defects in material or workmanship, Polycrown SOLAR will, at its sole option, either replace such loss in power by either providing



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additional MODULES to the CUSTOMER to make up for such loss in power or replacing the defective MODULE at the option of Polycrown SOLAR or refund the percentage of the cost of the MODULE (as measured by the then prevailing market price for similar MODULES) to the CUSTOMER representing the percentage of the power output less than 90% of the minimum “Peak Power at HS” as specified as of the Sales Date in Polycrown SOLAR ’s Module Parameter List.

25 years

If, within a period of twenty five (25) years from the date shown in the invoice to the CUSTOMER any MODULE exhibits a power output less than 80% of the “Peak Power at HS” as specified as of the Sales Date in HS SOLAR ’s Module Parameter List, provided that such loss in power is determined by Polycrown SOLAR (at its sole and absolute discretion) to be due to defects in material or workmanship, Polycrown SOLAR will, at its sole option, either replace such loss in power by either providing additional MODULES to the CUSTOMER to make up for such loss in power or replacing the defective MODULE at the option of Polycrown SOLAR or refund the percentage of the cost of the MODULE (as measured by the then prevailing market price for similar MODULES) to the CUSTOMER representing the percentage of the power output less than 80% of the minimum “Peak Power at HS” as specified as of the Sales Date in Polycrown SOLAR ’s Module Parameter List.

3. Exclusions and Limitations

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

(1) In any event, all warranty claims must be received within the applicable

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warranty period for this warranty to be effective.

(2) The “Limited Product Warranties” and the “Limited Peak Power Warranties” do not apply to any MODULES which have been subjected to:

- Misuse, abuse, neglect or accident;
- Alteration, improper installation or application;
- Non-observance of Polycrown SOLAR ’s installation and maintenance instructions;
- Repair or modifications by someone other than an approved service technician of Polycrown SOLAR;
- Power failure surges, lighting, flood, fire, accidental breakage or other events outside Polycrown SOLAR’s control.

(3) Both the “Limited Product Warranties” and “Limited Peak Power Warranties” 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 Section 5) customs clearance and shipping or any other costs for return of the MODULES.

(4) Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed or made illegible.

4. Limitation of Warranty Scope

These “Limited Warranties for Solar 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 Polycrown SOLAR, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Polycrown SOLAR. Polycrown SOLAR shall



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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 MODULES, including, without limitation, any defects in the MODULE, or from use or installation. Under no circumstances shall Polycrown SOLAR 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. Polycrown SOLAR '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 MODULE.

5. Obtaining Warranty Performance

If the CUSTOMER has a justified claim covered by this “Limited Warranties for PV Modules”, an immediate notification directly to Polycrown SOLAR shall be filed by mailing a registered letter in writing to the address of Polycrown SOLAR listed hereunder, or, sending an email letter to the email account of Polycrown SOLAR listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE and the date on which the MODULES have been purchased.

The return of any MODULES will not be accepted unless prior written authorization has been given by Polycrown SOLAR. In connection with both the “Limited Product Warranties” and “Limited Peak Power Warranties”, Polycrown Solar shall reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repaired or replaced MODULES, only if this cost is authorized by Polycrown SOLAR customer service department.



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6. Severability

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

7. Various

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

8. Warranty Transfer

This warranty is transferable when the product remains installed in its original location at the warranty registration.

9. Force Majeure

Polycrown SOLAR 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 PV Modules", due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the

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reasonable control of such Polycrown. In such cases, performance by Polycrown of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

10. Validity

This “Limited Power Warranty for PV Modules“ is valid for all MODULES dispatched between 1st,Jan,2018 to 31st,Dec,2018.

Ningbo Polycrown Solar Energy Technology Co., Ltd

ADD: Ningbo City, Zhejiang Pro., China