

# Limited Warranty-Solar Photovoltaic Module

In order to ensure the benefits of both the customers and Power X(Qing Dao) Energy Technology Co., Ltd.(Hereinafter referred to as: POWER-X), and to maintain favorable cooperative relations, POWER-X makes the limited warranty on the following photovoltaic module products:

## CUSTOMIEZED PHOTOVOLTAIC MODULE:

Type:

PX1-XXXW, PX2-XXXW, PX3-XXXW, PXT-XXXW, PXD1-XXXW,PXD2-XXXW  
 PXD3-XXXW, PXTD-XXXW, PXB1-XXXW, PXB2-XXXW, PXBT-XXXW,  
 PXBD-XXXW, PXBTD-XXXW.

xxx is standing for rated output power at STC

W is for solar panel unit (watt)

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## **WARRANTY START DATE**

Choose the earlier date as the below two options:

A: The date which is one hundred and eighty (180) days following the Module manufacture date.

B: Delivery date of the Module to the original purchaser as per the Inco terms 2022 in agreement of Order

## **TWELVE (12) YEAR LIMITED PRODUCT WARRANTY**

The Supplier warrants that for a period of 12 years since the Warranty Start Date that the Solar Modules (including the DC connectors and cables) will be free of defects in material or workmanship which affects the normal installation or utilization of the modules, provided that the Solar Modules are installed, utilized and maintained according to the stipulations of the Installation Manual provided by the Supplier, which may be updated from time to time. Defects do not include changes in appearance or normal wear and tear of the Solar Modules after the modules is installed.

Performance warranty for the power output is not included here but it shall be specifically elaborated in the "25 Year Limited Performance Warranty" section below.

## **TWENTY-FIVE (25) YEARS LIMITED PERFORMANCE WARRANTY**

The Supplier warrants for a period of 25-year performance warranty ("Performance Warranty Period") in details as below: during the first year of the Performance Warranty Period, the actual power output (performance) of the modules will reach at least 98% of the nominal power output; and from the second year, the actual power output will decline annually by no more than 0.55% for a period of 24years; by the end of the 25th year, an actual output of at least 84.8% of the nominal power output is guaranteed.

Actual Power Output " means the power output of modules under standard test conditions and correct any measurement errors in accordance with IEC 61215.

The measurement of actual output power shall be verified by POWER-X Laboratory or a neutral third party testing institution (hereinafter referred to as the "independent Testing Institution") agreed by POWER-X and the customer.

Standard Test Conditions are: Air mass 1.5, wind speed 0m/s, irradiance 1000W/ m, cell temperature 25°C

## WARRANTY CLAIMS

If Customer believes there has been a breach of the Limited Product Warranty or Limited Power Guarantee (collectively "Warranties"), then Customer shall promptly, and not later than thirty (30) days after knowledge thereof, provide notice to POWER-X by Email :  
[info@solarpowerxx.com](mailto:info@solarpowerxx.com)

The notice shall contain the following information:

- (a) Party making claim;
- (b) Detailed description;
- (c) evidence including photographs ,data and test reports which can be summary into the information registration form of POWER-X;
- (d) Relevant serial numbers, module type and total quantity;
- (e) Proof of purchase;
- (f) model of the affected module;
- (g) Upon request from POWER-X the actual Module;
- (h) Allegedly causing the breach;
- (i) Any additional evidence reasonably requested by POWER-X.

Upon receipt of the claim demand and complete information materials, POWER-X will review and evaluate the relevant claim and, if POWER-X deems it necessary, may request that the components be shipped to an independent testing institution recognized by both parties for testing (in case the parties cannot reach an agreement, the testing institution designated by POWER-X shall prevail). The testing fee of the third-party testing institution shall be paid in advance by the buyer. If the third party testing institution confirms and determines that the responsibility belongs to POWER-X, the testing expenses shall be borne by POWER-X. Without POWER-X's written consent, POWER-X will not accept returned components.

If Customer returns the products without authorization, the relevant costs and risks (including but not limited to damage or loss of components) shall be borne by Customer.

## REMEDIES FOR CLAIMS

In the event of any non-conformity of the Products to the warranty under the Essential Warranty filed by the Supplier against the Buyer, if the Supplier determines that the defect is caused by the Supplier's problems in materials or workmanship, or if the Supplier is confirmed to be responsible for the Customer complaint after testing by a third party testing institution jointly selected by the Customer and the Supplier as required by the Customer, the Supplier shall have the right to choose any of the following remedies to indemnify the Buyer.

1. Repair the defective solar modules. In such case, the Supplier shall prepare the repair project plan and carry out the repair project for the affected modules: or
2. Replace the defective modules or provide additional module(s) to make up for the output gap between the guaranteed output and the actual power output of the defective module(s) ; or
3. Refund the residual value of the defective modules or refund the value equivalent of the output gap between the guaranteed power output and the actual power output of the defective module(s).

Residual value = = current market price (price-per-watt) \* nominal power \* left-over service life/  
25Value Equivalent of Output Gap = current market price (price-per-watt) \* (guaranteed power output -actual power output)

## SPECIAL NOTE:

1. Unless otherwise agreed by the Parties, the Supplier shall be responsible for the transportation, insurance and freight of repaired defective component products or replaced new component products in accordance with the same trade method and destination as the original component products sales contract related to the claimed component products. The customs clearance fee and other reasonable expenses (the Buyer shall contact the supplier in advance and provide the invoice of the relevant service provider to obtain compensation) shall be borne according to the original trade terms. All costs and other related expenses incurred in removing, repackaging, installing or reinstalling the Products shall be borne by Buyer.
2. Any repair or replacement of the affected module(s) shall not renew the applicable warranty period. The warranty period for replaced or repaired module(s) is the remainder of the warranty for the affected modules. The Supplier is entitled to deliver similar module(s) at its sole discretion in replacement of the affected module(s) if the affected module(s) is no longer available. The nominal power of the module(s) used to replace the concerned module(s) shall at least equal or over the power wattage of the affected module(s).
3. Unless instructed by Supplier or required by law, the Customer shall dispose of out-of-use module(s) in accordance with

applicable regulations on electronic waste treatment and disposal at its own cost. If the Supplier decides or is required by law to retrieve these defective modules, the ownership of the relevant module(s) belong to the Supplier. In the event the Customer returns the Solar Modules to the Supplier without the prior written consent of the Supplier, the risks (including but not limited to damage or loss of the Solar Modules) and expenses related to the Solar Modules shall be borne by the Customer, and the Supplier is entitled to refuse to deal with the related claims and demands without any liability therefrom. Unless with written authorization from the Supplier, any replaced module(s) shall not be resold, reworked or reused in any way.

4. The buyer is obliged to cooperate with the Supplier to sign a "Settlement Agreement" so that the remedy plan for any alleged claim can be implemented. The Parties agree that the Supplier is entitled to use this as a precondition for fulfilling the obligations under this "Limited Warranty"

## **WARRANTY ASSIGNMENT**

This Limited Warranty is transferrable to a party taking legal title to the Products, provided that the Products remain installed in their original installation location.

## **DISPUTE RESOLUTION**

In case of any dispute related to warranty claims, such dispute shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the purchase agreement between the Buyer and POWER-X to which the relevant Products belong.

## **FORCE MAJEURE**

Force majeure refers to unforeseeable, unavoidable and insurmountable objective conditions, including but not limited to war, riot, strike, epidemic situation, quarantine, traffic control and other social events; Natural disasters such as earthquake, fire, flood, snowstorm, hurricane, thunder and lightning, natural disaster, etc.; Or due to the lack of appropriate or sufficient labor force, shortage of raw materials or inability in production capacity, technology or output; Or delay caused by national laws, regulations, administrative rules or orders, and any unforeseen events beyond the control of POWER-X.

Due to the occurrence or continuation of force majeure, POWER-X may be unable to perform or may have delays in performing its obligations under this limited warranty statement. In this case, POWER-X obligations to perform will be wholly or partly excused according to the relevant applicable laws or contracts with the Buyer. However, POWER-X shall timely inform the Buyer of the occurrence of force majeure and negotiate with the Buyer to take necessary measures to minimize the impact of force majeure.

## LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, POWER-X HEREBY DISCLAIMS, AND 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 ANY OF ITS PRODUCTS OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL POWER-X BE LIABLE TO THE BUYER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE BUYER, FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE PRODUCTS, EVEN IF POWER-X HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, POWER-X AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO POWER-X BY THE BUYER FOR THE PRODUCT IN THE CASE OF A WARRANTY CLAIM. THE BUYER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE PRODUCTS WOULD BE SUBSTANTIALLY DIFFERENT. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS. YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU IN THOSE AREAS.

## LIABILITY EXEMPTION

Supplier and Customer expressly agree that this Limited Warranty does not apply to the following components:

- The customer or end user fails to comply with the relevant provisions of the supplier's

product installation manual, product technical specifications and maintenance manual, resulting in improper installation. Product damage or abnormal function caused by use and maintenance:

- Customer or end user's wrong use, abuse, negligence, intentional destruction or accident leads to product damage or function abnormality.
- The product is damaged or has abnormal functions due to power failure, power surge, lightning, flood, fire, accidental damage or other events beyond the control of the Supplier.
- The Product is installed on mobile equipment (except photovoltaic tracking system with Seller's express consent) such as vehicles, ships, etc., or offshore facilities (except water flotation system and complementary fishing and light pipe pile project system with Supplier's prior written consent);
- Customer or end user pressure exceeds maximum system voltage or surge
- Defects in building components where customer or end user installs components:
- Where the customer or end user applies the product under extremely hot (meaning that the temperature exceeds the operating environment temperature of the component) or extreme environmental conditions, or the application environment changes rapidly, so that the product suffers corrosion, oxidation or is affected by chemical products, leading to product damage or function abnormality.
- The customer or end user does not make payment to the Supplier or its affiliate that sells the component products to the market (whether in whole or in part;
- The Customer or end user uses the Products in a manner that infringes the intellectual property rights (including but not limited to patent rights, trademark rights, etc.) of the Supplier or any third party: In addition, the Supplier shall have the right to reject the customer's claim if the component's model number and seat number mark are calculated, removed or cannot be clearly identified without the Supplier's written authorization.