



NIGNBO SUN EARTH EAST SOLAR CO., LTD

Add.: No.9 Chenshan West Road, Xiaogang Sub-district, Bailun District,
Ningbo 315040,China
Tel: +86-574- 87910948 Fax: +86-574-86880129
Email: ses@suneastsolar.com Web: www.suneastsolar.com

LIMITED WARRANTY FOR SOLAR MODULES

ARTICLE 1: GENERAL TERM:

Ningbo Sun Earth East Solar Co., Ltd. (hereafter is simplified as “Sun East Solar”) provides the Limited Warranty for Solar Modules (hereafter is simplified as “MODULES”) only to the direct client (hereafter is simplified as “client”) that purchases the MODULES from Sun Earth. The MODULES mean the PV solar modules produced by Sun East Solar, including factory-assembled junction box and cables. Unless otherwise specifically notified from Sun East Solar, this Limited Warranty is only available in the country or area where client has taken delivery of the MODULES. Questions should be directed to Sun East Solar.

ARTICLE 2: SUN EARTH LIMITED WARRANTY FOR THE MODULES

Sun East Solar warrants its MODULES to be free from defect in materials and workmanship, and satisfy the specification issued by Sun East Solar when the MODULES are loaded in the containers for shipping. If under normal application, installation, use and service conditions, the MODULES fail to meet the minimum performance requirements as set forth in the Sun East Solar MODULE specifications, Sun East Solar will provide limited product warranty or limited peak power warranty to the client.

1. Limited Product Warranty

Under normal application, installation, use and service conditions, if MODULES fail to conform to this limited product warranty due to defects in material or workmanship, then for a period ending One hundred and twenty months (10 years) from date of sale as shown in the invoice or contract issued by Sun East Solar. Sun East Solar will, at its option, either repair or replace or refund the purchase price as paid by the client for these defective MODULES. 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 sixty months period set forth herein. This warranty remedy is to the direct client only. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under “Limited Peak Power Warranty” as follows.

2. Limited Peak Power Warranty

10 years

Under normal application, installation, use and service conditions, power output less than 90% of the minimum Peak



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Power at STC as specified in Sun East Solar's Product Information Sheet, provided that such loss in power is determined by Sun East Solar (at its sole and absolute discretion) to be due to defects in material or workmanship. Within a period of ten (10) years from the date shown in the invoice or the contract to the client, the client has the right to require remedy from the Limited Peak Power Warranty. Sun East Solar will replace such loss in power by either providing additional MODULES to the client to complement such loss in power, or by replacing the defective MODULES at the option of Sun East Solar.

25 years

Under normal application, installation, use and service conditions, power output less than 80% of the minimum Peak Power at STC as specified in Sun East Solar's Product Information Sheet, provided that such loss in power is determined by Sun East Solar (at its sole and absolute discretion) to be due to defects in material or workmanship. Within a period of twenty-five (25) years from the date shown in the invoice or the contract to the client, the client has the right to require remedy from the Limited Peak Power Warranty. Sun East Solar will replace such loss in power by either providing additional MODULES to the client to complement such loss in power, or by replacing the defective MODULES at the option of Sun East Solar. The remedies provided under the Limited Peak Power Warranty shall be the sole and exclusive remedies.

ARTICLE 3: WARRANTY EXCLUSIONS AND LIMITATIONS

The "Limited Product Warranty" and the "Limited Peak Power Warranty" do not apply to any MODULES, which have been subjected to:

- 1) The date provided by the client has exceeded the last day of the warranty;
- 2) Improper application, installation, use and service; or non-observance of Sun East Solar's installation and maintenance instructions;
- 3) Repair or modifications by someone other than an approved service technician of Sun East Solar;
- 4) Misuse, abuse, neglect or accident;
- 5) In the event of any fire, earthquake, explosion, war, commotion, lighting, hail, flood, power failure incident, strikes, accidental breakage, act of god or events outside Sun East Solar's control;
- 6) The MODULES' appearance, configuration, type, serial number or label has been altered, destroyed, removed, ripped off or made illegible;
- 7) The damage caused by improper transportation or third party.



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ARTICLE 4: OBTAINING WARRANTY SERVICE

If the client feels a justified claim covered by this “Limited Warranties for solar modules”, the customer must provide a written notification to Sun East Solar immediately. Together with the notification, the client should include the evidence of the claim with the corresponding serial number of the MODULES and the invoice on which the MODULES have been purchased. Sun East Solar will appoint technicians to validate the claim.

The client shall not take down or remove the defective MODULES or return defective MODULES to Sun East Solar without prior written authorization from by Sun East Solar.

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 SOLAR MODULES” be extended. Any replaced MODULES shall become the property of Sun East Solar for their disposal. Sun East Solar has the right to delivery not new or another type (different in size, color, shape and/or power) in the event Sun East Solar discontinued producing the replaced MODULES at the time of the claim. Under warranty Sun East Solar replacement MODULES shall function and perform to at least the level of function and performance as the original MODULES.

ARTICLE 5: LIMITATION OF WARRANTY SCOPE

The “Limited Product Warranty” and the “Limited Peak Power Warranty” as set forth herein are expressly in lieu of and exclude all other express or implied warranties and all other obligations or liabilities on the part of Sun East Solar. Sun East Solar only provides Limited Warranty in the period of validity of “Limited Product Warranty” and “Limited Peak Power Warranty”.

Sun East Solar 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 Sun East Solar shall be liable for three articles as follows:

- 1) Client requires compensation for damage caused by above reasons.
- 2) The third party requires client compensating the damage.
- 3) Special, incidental or indirect damages, or any consequential economic loss (including profit, savings, tax, transportation charge or installing loss etc.), even if Sun Earth has been notified of the possibility of damage or loss.



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Sun East Solar's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the client, for the single unit of MODULES.

If some special regulation or clause in CHINA or INTERNATIONAL law, which cause any part or provision of the Limited Warranty to be invalid, all other clauses and provisions of the Limited Warranty, not affected, shall remain in force.

ARTICLE 6: DISPUTES AND ARBITRATION

Any dispute arising from or in connection with the "Limited Warranty for SOLAR MODULES" shall be settled through friendly negotiation. In the event that no settlement is reached, the dispute shall be submitted to the International Economic and Trade Arbitration Commission stipulated in the contract between client and Sun East Solar.

In case of any discrepancy in "Limited Peak Power Warranty" claim, a first-class international test-institute such as UL laboratory shall be involved to test the peak power of the MODULES and judge the claim finally. All fees and expenses shall be born by both client and Sun East Solar, unless otherwise awarded.

Note: This "Limited Warranty for SOLAR MODULES" is published by Sun East Solar in September 2018. The final explanation right for this limited warranty shall be the domain of Sun East Solar. Sun East Solar holds the right to amend the provisions, clauses or applications of this "Limited Warranty for SOLAR MODULES" in the future, and may do so without prior written consent.