



中硅能源

ZHEJIANG ZG-CELLS CO., LTD

Factory: No. 8, Huawei Road,
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Tel: 86 – 579 – 8939 9999

Fax: 86 – 579 – 8939 9998

Office: 9th floor of Huiyin Square,
No.2088 Huashan Road,

Tel: 86-21-5407 0059

Fax: 86-21-5407 2155

Declaration of Warranty

To whom it may concern,

Hereby we officially declare that ZG-CELLS is fully liable for the performance and product quality for all enlisted modules according to the “Solar Limited Warranty for PV Modules” (see attachment).

Date, Location

Signature, Stamp



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Solar Limited Warranty for PV Modules

1. Limited Product Warranty - Five Year Repair, Replacement or Refund Remedy

ZG-CELLS

("ZG-CELLS") warrants its Photovoltaic modules ("PV-modules"), including field replaceable DC connector cables assemblies, to be free from defects in materials and workmanship under normal, application, installation, use and service conditions. If the PV-modules fail to conform to this warranty, then for a period ending sixty (60) months from date of sale to the original end-customer ("the customer"). ZG-CELLS will, at its option, either repair or replace the product, or refund the purchase price as paid by the Customer ("Purchase price"). The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the limited Product Warranty and shall not extend beyond the sixty (60) 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

A: 12 years

For the PV-modules (exclude inverter/converter) above 40W, ZG-CELLS additionally warrants:

If within twelve(12) years from date of sale to the Customer any PV-module(s) exhibits a power output less than 90% of the minimum Peak Power at STC¹ as specified at the date of delivery in ZG-CELLS's Product information Sheet, provided that such loss in power is determined by ZG-CELLS (at its sole and absolute discretion) to be due to defects in material or workmanship, ZG-CELLS will replace such loss in power by either providing to the customer additional PV-modules to make up such loss in power, or by repairing or replacing the defective PV module(s), or by refunding the Purchase Price taking into account a yearly depreciation of ten (10)% of the Purchase Price, at the option of ZG-CELLS.

B: 25 years

For the PV-modules (excluding the inverter/converter), ZG-CELLS warrants:

If, within (a) the first twelve (12) years from date of sale to the Customer, any PV-



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module(s) exhibits a power output less than 90% of the minimum Peak Power at STC¹ as specified at the date of delivery in ZG-CELLS's product information Sheet, or (b) , within a period of twenty-five(25) years from date of sale to the Customer any PV-module(s) exhibits a power output less than 80% of the minimum Peak Power at STC¹ ,provided that such loss in power is determined by ZG-CELLS (at its sole and absolute discretion) to be due to defects in material or workmanship, ZG-CELLS will replace such loss in power by either providing to the Customer additional PV-modules to make up such loss in power, or by repairing or replacing the defective PV-module(s), or by refunding the Purchase Price taking into account a yearly depreciation of four(4)% of the Purchase Price, at the option of ZG-CELLS.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the limited Peak Power Warranty.

3. Exclusions and limitations

A: Warranty claims must in any event be filled within the applicable Warranty period.

B: The limited Warranties do not apply to any PV-modules which in ZG-CELLS's absolute judgment have been subjected to:

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

C: The limited Warranties do not cover any transportation costs for return of the PV-modules, or for reshipment of any repaired or replaced or replaced PV-modules, or cost associated with installation, removal or reinstallation of the PV-modules.

D: When used in non-land based applications the limited Peak Power Warranty, applying to any of the PV-modules shall be limited to twelve(12) years as per the provisions of clause 2A hereof.

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

4. Limitation of Warranty Scope

The limited warranties set forth herein are expressly in line of and exclude all other express or implied warranties. Including but not limited to warranties of



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merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of ZG-CELLS, unless such other warranties. Obligation or liabilities are expressly agreed to in writing signed shall have to 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 product, including without limitation, any defects in the module, or from use or installation, under no circumstances shall ZG-CELLS be liable form incidental, consequential or special damages, howsoever caused loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded.

ZG-CELLS's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer, for the unit of product or service furnished or to be furnished, as the case may be, which is the subject of claim of dispute.

5. Obtaining Warranty Performance

If the customer feels he/she has a justified claim covered by this limited Warranty. He/she must immediately notify the (a) dealer, who sold the PV-modules, or (b) any authorized ZG-CELLS distributor, of the claim in writing, or (c) send such notification directly to ZG-CELLS. Together with the notification Customer should enclose evidence of the date of sale on which the Solar Products have been purchased. If applicable, Customer's dealer or distributor will give advice on handling the claim. If further assistance is required, Customer is invited to write ZG-CELLS for instructions, the return of any PV-modules will nor accepted unless prior written authorization has been given by ZG-CELLS.

6. Severability

if a part, provision or clause of this limited Warranty, 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 the limited Warranty, and to this end such other parts, provisions, clauses or applications of this Limited Warranty shall be treated as severable.

7 Disputes

No action, regardless of form, arising out of or in any way connected with this limited Warranty, may be brought by Customer more than one (1) year after the cause of action has accrued.



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8 Various

The repair or replacement of the PV-modules or the supply of additional PV-modules, does not cause the beginning of new Warranty terms, nor shall the original terms of this limited Warranty be extended. Any replaced PV-modules shall become the property of ZG-CELLS. ZG-CELLS has the right to deliver another type (different in size, color, shape and /or power) in case ZG-CELLS discontinued producing the PV-module in question at the time of the claim.

9 Force Majeure

ZG-CELLS shall not be in any way be responsible or liable to the Customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this limited Warranty, due to acts God, war, riots, strikes, unavailability of suitable and sufficient labor, material, die, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the PV-modules or the claim.

Note:

1, "Peak Power" is the power in watt peak that a PV- module generates in its maximum power point. "STC" are as follows (a) light spectrum of AM 1.5, (b) an irradiation of 1,000 W per m² and (c) a cell temperature of 25 degree Centigrade. The measurements are carried out in accordance with IEC60904 as tested at the junction box terminals per the calibration and testing standards of ZG-CELLS valid at the date of manufacture of the PV-modules. ZG-CELLS's calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.