

## LIMITED WARRANTY FOR BEYONDSUN BRAND CRYSTALLINE SOLAR PHOTOVOLTAIC MODULES

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Thank you very much for purchasing Zhejiang Beyondsun Green Energy Technology Co., Ltd. (the Company or Beyondsun Green Energy ) double glass photovoltaic modules with a long-life time. Beyondsun Green Energy PV modules are covered by our 12 years material & workmanship and 30 years power performance warranty as described in the details below. Beyondsun Green Energy Standard PV Module Products covered under this warranty are:

TSBHM\*\*\*-108HVG, TSBHM\*\*\*-120HVG, TSBHM\*\*\*-132HVG, TSBHM\*\*\*-144HVG, TSHM\*\*\*-120HSG, TSHM\*\*\*-132HSG, TSBHM\*\*\*-120HSG, TSBHM\*\*\*-132HSG, TSBHNM\*\*\*-108HVG, TSBHNM\*\*\*-120HVG, TSBHNM\*\*\*-132HVG, TSBHNM\*\*\*-144HVG, TSBHNM\*\*\*-120HSG, TSBHNM\*\*\*-132HSG, \*\*\* in the type replaces the rated output of the module (Pmax), for example TSBHM410-108HVG .

For the standard double glass PV module types listed above, Beyondsun Green Energy shall WARRANT our Photovoltaic Solar Modules (MODULES) performance:

- a) Starting from the date of sale (SALES DATE) to the first customer installing (for their own use) the MODULES; or
- b) Starting at the latest 3 months after MODULES dispatch from the Beyondsun Green Energy factory.

Whichever occurs earlier (the WARRANTY START DATE).

### 1. Limited Products Warranty

Beyondsun Green Energy warrants to the first immediate customer (the Customer ) that the modules will perform fully compliant to the technical specification under normal application, installation, use, and service conditions during the period beginning on the earlier of the date the PV Modules were purchased by the Customer or 3 months from factory dispatch (the Warranty Start Date ) and ending twelve (12) years after such Warranty Start Date. The modules must be installed according to the latest Safety, Installation and Operation Manual provided by Beyondsun Green Energy otherwise this warranty will be void.

Any color change but not stem from the workmanship and/or material defect, and does not cause any degradation of the module performance shall not be deemed as Defect.

If a PV Module fails to conform to this Limited Product Warranty during this twelve-year period, Beyondsun Green Energy will, at its reasonable option, either (a) repair or replace the defective PV Module, or (b) provide the Customer with a refund equal to the then current market price of a comparable PV Module at the time of the Customer's claim.

The ways of compensation described as above is the only and exclusive measure of the limited products warranty.

This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under the Limited Power Warranty below.

## **2. Limited Peak Power Warranty**

Beyondsun Green Energy warrants for 30 years power performance from the Warranty Start Date. The power loss is defined as the difference between the rated power which showed on the module's power label and the module output power which measured under the STC conditions.

a) The P-type Mono-crystalline Module: During the first year, Beyondsun Green Energy guarantees the actual power output of the module will be no less than 98.0% of the labeled power output. From year 2 to year 30, the actual annual power decline will be no more than 0.45%; by the end of year 30, the actual power output will be no less than 84.95 % of the labeled power output.

b) The N-type Mono-crystalline Module: During the first year, Beyondsun Green Energy guarantees the actual power output of the module will be no less than 99.0% of the labeled power output. From year 2 to year 30, the actual annual power decline will be no more than 0.4%; by the end of year 30, the actual power output will be no less than 87.40 % of the labeled power output.

If a PV Module fails to conform to this Limited Peak Power Warranty during this 30-years period, Beyondsun Green Energy will, at its option, (1) repair or replace the product, (2) provide the Customer with a refund equal to the current market price of a comparable PV Module at the time of the Customer's claim, or (3) provide the purchaser with additional modules to make up lost power, provided that such degradation is determined to be due to defects in materials or workmanship under normal installation, application, and use. The modules must be installed according to the latest Safety, Installation and Operation Manual provided by Beyondsun

Green Energy otherwise this warranty will be void.

The relevant Minimum Specified Power Rating is defined in Beyondsun Green Energy's product data sheet at the time of shipment. Standard Test Conditions are irradiance of 1000 W/m<sup>2</sup>, 25 °C, and AM 1.5 light spectrum.

The ways of compensation described as above is the only and exclusive measure of the limited peak power warranty.

### 3. Exclusions and Limitations

- a) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.
- b) The “Limited Product Warranty” and the “Limited Peak Power Warranty” do not apply to any modules which have been subjected to:
  1. Misuse, abuse, neglect or accident;
  2. Alteration, improper installation or application;
  3. Non-observance of Beyondsun Green Energy's installation manual or maintenance instructions;
  4. Repair or modifications by someone other than an approved service technician of Beyondsun Green Energy;
  5. Power failure surges, lightning, flood, fire, accidental breakage or other events outside Beyondsun Green Energy's control.
  6. Damages due to abnormal environmental conditions, including, without limitation, improper voltage, acid rain, mobile or marine environment, and other pollution and damages due to a defective construction base on which the MODULES are mounted;
  7. Incorrect installation or use conditions of the system, including but not limited to the incorrect installation or use of the bracket, the improper design, installation, or use of other components of the system.
  8. Damages due to external corrosion, mold discoloration or something like that;
  9. Damages due to movement from the MODULES' original installation.

- c) Both “Limited Products Warranty” and “Limited Peak Power Warranty” 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 or any other costs for return of the modules.
- d) 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**

This LIMITED WARRANTY FOR PV modules as set forth herein is 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 Beyondsun Green Energy, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Beyondsun Green Energy. Beyondsun Green Energy 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 the modules, including, without limitation, any defects in the modules, or from use or installation. Under no circumstances shall Beyondsun Green Energy 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. Beyondsun Green Energy’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 Warranty for PV Modules, an immediate notification shall be filed directly to (a) Beyondsun Green Energy directly or (b) the installer or (c) Beyondsun Green Energy’s authorized distribution partner, who supplied affected modules, by mailing a registered letter in writing, or, sending an email letter to the email account of Beyondsun Green Energy listed hereunder. Together with the notification, the customer should enclose name and address of customer, name and address of installer and authorized Beyondsun Green Energy distribution partner, the evidence of the claim with the affected Module type, affected quantity and corresponding serial numbers together with the date on which the modules have been purchased. A related invoice document with stamp or signature of Beyondsun Green Energy or its authorized distributor should cover those requirements and should be part of the evidence. Regional addresses of Beyondsun Green Energy offices are listed at the end of this document.

The return of any modules will not be accepted unless prior written authorization has been given by Beyondsun Green Energy.

## 6. Severability

If a part, provision or clause of these Limited Warranty Terms for PV MODULES, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect the validity and enforceability of and shall leave all other parts, provisions, clauses or applications of these Limited Warranty Terms for PV MODULES, and to this end, such other parts, provisions, clauses or applications of these Limited Warranty Terms for PV MODULES shall be treated as severable.

## 7. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany , VDE in Alzenau/ Germany , CQC in Beijing/China, CGC in Beijing/China or other test-institute which the customer and Beyondsun both approve shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

## 8. 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 Beyondsun Green Energy made for their disposal.

Beyondsun Green Energy has the right to deliver another type (different in size, color, shape and/or power) in case Beyondsun Green Energy has discontinued producing the replaced modules at the time of the claim.

## 9. Warranty Transfer

This Limited Warranty for PV Modules is transferable when the product remains installed in its original installation location.

## **10. Force Majeure**

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

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