

## P 型常规组件有限质保书

### P Type Standard Solar Module Limited Warranty

连云港神舟新能源有限公司 (以下简称本单位), 针对其所生产的光伏组件 (以下简称“组件”), 按照下列所述的条款与条件提供组件有限质保:

Lianyungang Shenzhou New Energy Co., Ltd. (hereafter “our company”), provides following limited warranty on the terrestrial photovoltaic modules (hereafter “modules”) produced by it, according to the items stipulated below.

## 1 基本规定

### 1.1 质保期

1.1.1 有限产品质保期 12 年; 有限功率质保期 25 年。

1.1.2 从组件发货之日起, 开始计算组件的有限质保期。

### 1.2 有限功率质保说明

1.2.1 P 型单晶组件: 从质保之日起, 一年内组件输出功率不低于其发货时标称功率输出最小值的 97.5% ( $\geq 97.5\%$ ); 以后每年平均输出功率衰减 $\leq 0.6\%$ ; 25 年后产品输出功率不低于组件标称功率输出最小值的 83.10% ( $\geq 83.10\%$ )。

1.2.2 P 多晶组件: 从质保之日起, 一年内组件输出功率不低于其发货时标称功率输出最小值的 97.5% ( $\geq 97.5\%$ ); 以后每年平均输出功率衰减 $\leq 0.7\%$ ; 25 年后产品输出功率不低于组件标称功率输出最小值的 80% ( $\geq 80\%$ )。

### 1.3 验收期

1.3.1 对于组件数量、外观、尺寸、标称功率有异议的, 需在组件到目的地后 30 天内以书面形式反馈到本单位。

1.3.2 在规定的期限内没有提出书面异议 (含电子邮件、挂号信、快递、传真) 的, 认为客户已对组件验收合格。

1.3.3 超过规定的期限再提出异议的, 作为已使用的组件进行处理。

### 1.4 功率测试

1.4.1 组件的功率在标准条件 (STC) 下测试得到。

1.4.2 测试标准条件: 光谱 AM1.5, 辐照度  $1000\text{W}/\text{m}^2$ , 温度  $25^\circ\text{C}$ 。

## 1 Basic Rules

### 1.1 Warranty Period

1.1.1 The limited product warranty period is twelve (12) years.

The limited power warranty is twenty-five (25) years.

1.1.2 The warranty commence from the date of delivery.

### 1.2 Limited Power Warranty

1.2.1 P type monocrystalline module: Within the first year from the date of warranty, the output

power of modules shall not be less than 97.5% of the minimum nominal peak power as set forth in the specifications. Thereafter the loss of average output power shall not exceed 0.6% per year. After twenty-five (25) years, the output power of the modules shall not be less than 83.10% of its minimum nominal peak power as set forth in the specifications.

1.2.2. P type polycrystalline module: Within the first year from the date of warranty, the output power of modules shall not be less than 97.5% of the minimum nominal peak power as set forth in the specifications. Thereafter the loss of average output power shall not exceed 0.7% per year. After twenty-five (25) years, the output power of the modules shall not be less than 80% of its minimum nominal peak power as set forth in the specifications.

### 1.3 Acceptance Period

1.3.1 If have any disagreement with the number, or the appearance, or the size, or the peak power, the feedback should be delivered to our company in writing after the arrival of the module(s) within 30 days.

1.3.2 If there is no objection in writing (including E-mail, registered letter, express, and fax), within the specified period, the module(s) will be considered acceptance.

1.3.3 Beyond the specified period, the objection will be treated with as the used module(s).

### 1.4 Power Testing

1.4.1 The power of the module(s) must be tested under the standard condition (STC).

1.4.2 STC: light spectrum of AM1.5, irradiation of 1000 W/m<sup>2</sup>, cells temperature of 25°C.

## 2 有限产品质保说明

- 2.1 本单位保证其光伏组件在 12 年的有限产品质保期内，在正常使用、安装和维护的情况下，没有由组件本身造成的缺陷（缺陷是指：导致组件无法正常工作，或极明显且经本单位认可的缺陷）。
- 2.2 如果组件在 12 年的有限产品质保期内，由于组件本身原因导致组件无法正常工作、或极明显且经本单位认可的缺陷，本单位会对有缺陷的组件进行免费修理、或更换、或提供额外组件、或以处理缺陷时的组件市场价格退款给客户，具体方式由本单位决定。对更换或提供额外组件，本单位仅承担需要提供的组件。
- 2.3 对于存在缺陷的组件的修理、或更换、或提供额外组件、或退款，系在本项质保下所提供的全部且唯一的保证措施，且该保证措施仅适用于有限产品质保期内。
- 2.4 对于超出有限产品质保期的组件，本单位提供有偿服务：修理、或更换、或提供组件。由双方协商决定。

## 2 Limited Product Warranty

- 2.1 Our company warrants that the PV modules are free from defects caused by the modules themselves, under normal conditions of use, installation, and maintenance, within a period of the 12-year limited product warranty period from the date of delivery. (The defect is as follows: result in module not work normally, or very obvious and approved by our company.)
- 2.2 Within the 12-year limited product warranty period, the modules do not work normally caused by supply-side, or defects are found very obviously and approved by our company, these modules will be repaired free of charge, or replacement, or supply additional modules, or refund to the customer in the market price at the time of treatment. The selection right

shall belong to our company. For replacement, or supply additional modules, our company only undertakes modules that need to be provided.

2.3 Repair, replacement, supply additional modules, or refund remedy shall be the sole and exclusive performances guaranteed under this Limited Product Warranty and shall not extend beyond the period set forth herein.

2.4 As for the modules beyond the product warranty period, our company provide paid services: repair, or replacement, or supply modules. The related business should be determined through mutual consultation.

### 3 有限功率质保说明

3.1 本单位保证从质保之日起 12 年内, 组件功率输出不低于其发货时标称功率输出最小值的 90% (多晶)、90.9% (单晶); 从质保之日起 25 年内, 组件功率输出不低于其发货时标称功率输出最小值的 80% (多晶)、83.10% (单晶)。

3.2 以上功率都是在 STC 条件下进行测试的结果。

3.3 如果功率输出超出 3.1 条款范围, 且经过本单位确定功率缺失是由于材料和/或生产工艺方面的缺陷所致, 本单位将对有缺陷的组件进行修理、或更换、或者提供额外的组件来弥补缺失的输出功率、或按功率缺失的差额退还组件成本 (按照缺陷处理时的组件市场价格计算)。具体方式由本单位决定。

3.4 缺失的输出功率/功率缺失的差额: 12 年内与标称功率输出最小值的 90% (多晶)、90.9% (单晶) 相比较, 25 年内与标称功率输出最小值的 80% 相比较 (多晶)、83.10% (单晶)。

3.5 在可行的情况下, 本单位有权选择工程的设计发电量、实际发电量的比较, 衡量组件的功率缺失情况。

3.6 对于存在缺陷的组件的修理、或更换、或提供额外组件、或补偿组件成本, 系在本项质保下所提供的全部且唯一的保证措施, 且该保证措施仅适用于前述期限内。

### 3 Limited Power Warranty

3.1 Our company warrants that (a) within a period of 12 years from the date of warranty, the peak power of modules are not less than 90%(polycrystalline module) / 90.9%(monocrystalline module) of the minimum nominal peak power as specified as of the delivery date or (b) within a period of 25 years from the date of warranty, the peak power of modules are not less than 80% (polycrystalline module)/ 83.10% (monocrystalline module) of the minimum nominal peak power as specified as of the delivery date.

3.2 The power must be measured at the standard conditions (STC).

3.3 If the peak power of module(s) beyond the scope of the clause 3.1, our company will, at its sole discretion, repair or replace the defective module(s), or supply additional module(s) to compensate the power loss, or refund the cost of the module(s) according to the power difference (according to the market price at the time of treatment), provided such a loss in peak power is attributable to defects in material and /or workmanship by the diagnosis of our company. The selection right shall belong to our company.

3.4 Loss of the power output or power loss: Within twelve (12) years, the value is the difference between the actual power and the 90% (polycrystalline module) / 90.9%(monocrystalline module) of minimum nominal peak power. Within twenty five (25) years, the value is the difference between the actual power and the 80% (polycrystalline module)/ 83.10%

(monocrystalline module) of minimum nominal peak power.

- 3.5 If applicable, our company has right to compare the actual power generation with the design power generation to measure the power loss caused by the modules.
- 3.6 Repair, replacement, supply additional modules, or refund remedy shall be the sole and exclusive performances guaranteed under this Limited Power Warranty and shall not extend beyond the period set forth herein.

## 4 质保履行范围

- 4.1 如果客户认为其投诉完全合理且属于本质保书的范围，应立刻以书面形式（含电子邮件、挂号信、快递、传真）通知本单位。
- 4.2 客户应在发出投诉时附上：证明投诉的事实（如照片、功率测试报告等），相应组件的型号/序列号信息、购买日期证明、质保证明等。
- 4.3 如果可行，本单位将就如何处理客户的投诉提出相应建议。
- 4.4 非经本单位的明确要求，客户不得将投诉的组件预先运回本单位。
- 4.5 客户退回组件及重新发运修理好的或更换过的组件所支付的合理的、通常的海上运输费用可由本单位承担，但此等费用应有证明文件证明，并且此等费用需得到本单位的认可。

## 4 Obtaining Warranty Performance

- 4.1 If the Customer has a justified claim covered by this limited warranty. An immediate notification shall be delivered to our company in writhing (including the E-mail, the registered letter, the express, and the fax).
- 4.2 Together with the notification, the customer should enclose the evidence of the claim (such as photos, power test report, etc), the information of the module(s) type/serial number, the date of purchase, and the warranty.
- 4.3 If the claim is applicable, our company will give advice on handling the claim.
- 4.4 The return of any PV-module will not be accepted unless prior written authorization has been given by our company.
- 4.5 In connection with the Limited Warranty, our company 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 our company.

## 5 非质保范围内的条款及限制

- 5.1 倘若本单位根据其判断，认为存在因以下任一情况造成损失或者损害，本质保书的有限质保条款将不再适用，本单位亦无须对因上述任一情形所造成的损失或者损害承担任何赔偿责任：
- (1) 操作错误或使用不当；
  - (2) 擅自修改安装程序；
  - (3) 存储、运输或其他转运处理方面存在疏忽；
  - (4) 非经本单位许可情况下，以任何方式的变更或者改装；
  - (5) 未按照本单位规定的组件安装说明书进行组件安装。
- 5.2 对于客户安装后，再拆卸或转卖的二手组件，本单位不承担任何责任。
- 5.3 此外，下列情况亦不适用以上所述的有限质保：

- (1) 由于外部影响所导致的。比如：非经本单位将之与组件相连接的系统零件（如旁路二极管、接线盒、接头等），或由于有缺陷的系统设计、配置、结构图或安装方案等造成的组件缺陷。
- (2) 因错误的接线或安装，或在工作过程中错误的操作所造成的缺陷。
- (3) 在与产品规格说明书或操作手册和/或产品标签之规定不符的环境中或用不适当的方式操作导致的组件缺陷。
- (4) 因其他外部影响所引起的：如玻璃上存在泥土/树叶、有阴影遮挡，或由于烟雾、盐、盐雾沉降、酸雨、海水等因素造成的污染或损坏。
- (5) 离海边距离小于 500 米处时，组件的机械载荷性能，由于海水飞溅铝边框腐蚀，玻璃表面的腐蚀，以及因组件表面腐蚀导致的功率衰减过大。
- (6) 由于在移动物体上（如汽车、轮船等）上使用而造成的损坏。
- (7) 因自然力量、不可抗力或其他非本单位所能控制的范围的不可预见的情况下，例如：地震、台风、龙卷风、火山爆发、洪水、闪电、大雪、火灾、战争、暴乱、罢工等所造成的缺陷。
- (8) 由于客户指定或提供的材料、或客户指定的设计方案，引起的非工艺原因造成的质量问题。

5.4 上述质保取代并排除任何其他明示或默示的质保，包括但不限于：相应商业法律所规定的质保以及产品对某一特定用途的适用性的质保，以及本单位的任何其他义务与责任；但如本单位就其在本质保书下未予承担的相应保证、义务以及责任以书面形式另行明确予以保证的除外。

5.5 任何情况下，本单位对于任何偶发性的、附随性的、结果性的、间接性的、惩罚性的损失和/或损害均不负任何责任。

5.6 有限质保并不承担以下费用：包括但不限于组件安装、拆卸、再安装、搬运的相关费用，修理前或修理时的仓储费用，组件的陆路运输费用，客户自行安排测试组件发生的费用，相应返还组件的清关费用或其他费用。

5.7 本单位如果对客户承担责任，每个缺陷组件的累计责任不超过客户支付的该组件发票价值。

5.8 如果组件的型号/序列号已经被更改、移动或无法辨认，则客户将不再享有相应质保。

## 5 Warranty Exclusions and Limitations

5.1 The above limited warranty is not applicable as follow cases determined by our company, at its sole discretion, such as:

- (1) Improperly operated or improperly used.
- (2) Presume to modify the installation program.
- (3) Negligence with storage, transportation or or other transshipment.
- (4) Damaged by repaired or modified (in whatever manner) by anyone other than our company.
- (5) Installed not in accordance with module installation instruction provided by our company.

5.2 Our company doesn't take any responsibility for the second-hand module(s), which be got from the disassembled or resold module which have been installed.

5.3 Further exclusions of the limited warranty include following case:

- (1) Caused by external impacts, for example, the system components (such as bypass diodes, junction box, connector, etc.) coupled with the module(s) non-by our company, or the module(s) defects caused by defective system design, configuration,

and structure diagram or installation program.

- (2) Caused by faulty wiring or installation, or faulty handling during these modules work.
- (3) Caused by operation in inappropriate environment or with inappropriate methods, which deviates from the instructions in product specification, or operational manual or product label;
- (4) Caused by other external impacts such as mud or leaves on the front glass, shade, pollution or damage due to smoke, salt, salt fog settlement, acid rain, seawater, etc;
- (5) When the distance from the seaside is less than 500m, the mechanical load performance of the modules, due to the corrosion of aluminum frame splashed by seawater, the corrosion of the glass surface, and the power attenuation caused by the corrosion of the module surface.
- (6) Caused by use on mobile objects such as automobiles, ship, etc;
- (7) Caused by force of nature, force majeure, or other unforeseeable circumstances outside of the range of the influence of our company, for instance, earthquake, typhoon, whirlwind, volcanic eruption, flood, lightening, snow damage, fire, war, riot, strike, etc.
- (8) Caused by customer specified material or by customer provided OEM material, or caused by customer specified design, not by process.

5.4 These “Limited Warranties for PV 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 our company, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by our company.

5.5 Under no circumstances shall our company be liable for incidental, consequential, punitive or special loss or damages, howsoever caused.

5.6 Limited warranty does not bear the following costs: including but not limited to the costs of module(s) installation, dismantling, re-installation and / or removal, the storage costs of unrepaired or repaired module(s), the costs of product land transport, the costs incurred by self-arrangement-test, the customs clearance or other costs for return of the module(s).

5.7 Our company’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.

5.8 If the module(s) type / serial number has been altered, moved or cannot be identified, then the customer will no longer have the appropriate warranty.

## 6 一般条款

6.1 如果在投诉期间，所投诉的组件型号不再生产，本单位有权利提供其他尺寸、类型、颜色和/或不同功率的组件。

6.2 修理、更换或提供额外组件并不表示质保期限重新开始，组件的有限质保期限仍按照原来销售的组件的质保期计算。

6.3 更换下来的组件的所有权为本单位所有。

6.4 有限质保原则上只适用于原始客户（包括第一购买者和最初组件安装场所的所有者），但是对于保留在原安装地点且没有改装的光伏组件，组件质保可随着组件所有人的变更而转移。当组件的所有权转让给新所有者时，请及时通知本单位，并请向当地税务机关提交申告。

## 6 General Terms

- 6.1 Our company has the right to deliver another type of module with difference in size, form, color, and/or power in case our company discontinued producing the replaced modules at the time of the claim.
- 6.2 The repaired or replaced modules or supply of additional modules neither renews nor extends the period of the warranties.
- 6.3 Any replaced module is the property of our company.
- 6.4 In principle, the limited warranty only applies to the original client (including the first buyer and the owner of the PV modules' initial installation site). When the ownership of the PV modules has been changed and the PV modules were still reserved on initial installation site and not be modified, the limited warranty can be transferred to the new owners of the PV modules, and please notify our company at the first time and submit the declaration to the local tax authorities.

## 7 条款效力独立性

如果本有限质保书的任何部分或任何条款被认定为无效、失效或无法实施，或者该等部分或条款对某些人或某些情况的适用性被认定为无效、失效或无法实施，则此种认定不应影响本质保书任何其他部分或条款或本质保书适用性的效力。本质保书的其他部分或条款或本质保书的适用性仍独立有效。

## 7 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 this Limited Warranty, and to this end such other parts, provisions, clauses or applications of this Limited Warranty shall be treated as severable.

## 8 争议

- 8.1 对于因本有限质保书所引起的或与本有限质保书相关的任何形式的争议，均须在该争议缘由出现后 3 个月内向本单位提出，超过 3 个月后将不予接受。
- 8.2 若对任何质保主张存有异议，可以行业内知名的检测机构如 Fraunhofer ISE 或 TUV 或 ASU 等的检测结果作为最终判定的技术依据。
- 8.3 上述测试机构的选择权归属于本单位。

## 8 Disputes

- 8.1 No action, regardless of form, arising out of or in any way connected with this Limited Warranty, may be brought against our company less than three (3) months after the cause of action has accrued.
- 8.2 In case of discrepancy in a warranty-claim, the test result of a first-class international test institute such as Fraunhofer ISE or TUV or ASU shall be involved as a technical evidence

to judge the claim finally.

8.3 Our company have right to choose the above mentioned test institute.

**备注:**

以上条款以中文与英文书就，如中、英文两个版本之间出现任何差异，以中文版本为准。

**Note:**

The above terms are written in both Chinese and English, if there is any discrepancy between the Chinese version and English version, the Chinese version shall prevail.

连云港神舟新能源有限公司

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