

# LIMITED WARRANTY FOR CRYSTALLINE PV MODULES

**THE POWER OF ASTRONERGY**

Effective from January 1,2016;

A **CHNT** COMPANY



**ASTRONERGY**

# LIMITED WARRANTY FOR CRYSTALLINE PV MODULES

Astronergy Solar module GmbH (hereafter referred to as “Astronergy”) provides the limited warranty to purchasers (hereafter referred to as the “customer”) of Astronergy Crystalline PV modules. The terms of the limited warranty are as follows:

## 1. Limited Product Warranty – 12-Year Repair, Replacement or Refund Remedy

Subject to the Exclusions and Limitations in clause 3 herein, Astronergy warrants its Crystalline PV modules (hereafter referred to as “modules”), including factory-assembled glass, cells, films, frame, electric components, connection boxes, plugs and wires, if any, to be free from defects in materials and workmanship under normal application, operating conditions, use, installation, and maintenance, within a period of 12 years from the date of delivery to the end customers but not later than 6 months after delivery to the first purchaser from Astronergy, (hereafter referred to as the “warranty start date”).

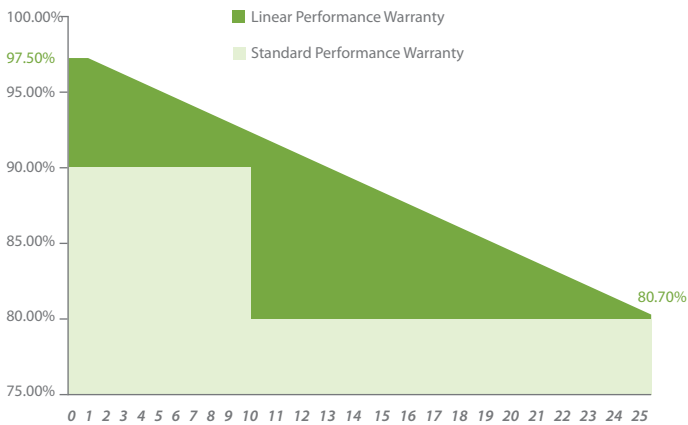
If a module is found defective in material or workmanship, Astronergy will, at its sole discretion, repair or replace the module, or refund the purchase price of such defective module as paid by the customer within the above specified period according to the type of defect. For clarification purpose: “material or workmanship defects” are defined per IEC 61215 Clause 7, IEC 61215 Clause 10.1 and IEC 61730 Clause 10.1 for visual defects, and per IEC 61215 entire Clause 10 for electrical and mechanical defects. Like all materials exposed to different environmental conditions, components of modules are subject to natural degradation (aging) and their appearance may change within the warranty period.

The options to repair or replace defective modules, or refund the purchase price are the only and exclusive remedies guaranteed under this Limited Warranty for Crystalline PV Modules and shall not extend beyond the period of 12 years set forth here. Remedies will be performed directly to the end customer only. This Limited Warranty for Crystalline PV Modules does not warrant a specific power output, which shall be exclusively covered under Clause 2 hereinafter (“Limited Peak Power Warranty – Limited Remedy”).

## 2. Limited Peak Power Warranty – Limited Remedy

Subject to the Exclusions and Limitations in clause 3 herein, Astronergy warrants that any module(s) exhibits a power output no less than 97.5% of the nominal peak power specified on the respective datasheet or module label at Standard Testing Conditions (STC, defined as: (a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per m<sup>2</sup> and (c) a cell temperature of 25 degrees Celsius at right angle irradiation.) within the first year from the date of delivery to the end customers but not later than 6 months after delivery to the first purchaser from Astronergy, (hereafter referred to as the “warranty start date”), or power output declining by no more than 0.7% per year of the nominal peak power as specified on the respective datasheet at STC from the 2nd year to

25th year. Consequently, at the end of the twenty-fifth year from the “warranty start date”, the modules will still produce a power output of at least 80.7% based on the stated nominal output at STC.



For the above such loss in power measured by Astronergy facility or the 3rd party testing institute recognized by both sides, it is determined by Astronergy (at its sole and absolute discretion) to be due to defects in material or workmanship, is eligible for claim under this Limited Warranty for Crystalline PV Modules. Astronergy will remedy such loss in power by either providing additional modules to the customer to make up for such loss in power, or by repairing or replacing the defective modules at the discretion of Astronergy.

The remedies set forth in this Clause 2 shall be the sole and exclusive remedies provided under the “Limited Peak Power Warranty – Limited Remedy”.

Caution: Any power measurement mentioned herein shall be carried out in accordance with IEC 60904 and subjected to - a power measurement uncertainty of  $\pm 3\%$ .

### 3. Warranty Exclusions and Limitations

A. In any event, all warranty claims must be filed in accordance with the instructions outlined in Clause 4 of this Limited Warranty for Crystalline PV Modules, within the applicable warranty period.

B. The Limited Warranty for Crystalline PV Modules does not apply to any modules which have been subjected to:

- Misuse, abuse, neglect or accident;
- Alteration, disassemble, reinstallation, and/or improper installation or application;
- Non-observance of Astronergy’s installation and maintenance instructions;
- Repair or modifications by persons that have not been previously authorized or approved by Astronergy;
- Failures caused by surrounding equipment of the module;
- Use under unusual conditions or environments (such as high temperature, high humidity and so on) that deviate from the product specifications and installation manual;
- Use for purposes unrelated to the generation of solar power;
- Connection with any other manufacturer’s PV modules, or Astronergy modules that are a different model or have different power output specifications without Astronergy’s approval in advance.
- Defects occurring during transportation or storage in violation of usual transportation or storage rules or such specified by Astronergy, after the modules have been delivered to the customer;
- Naturally occurring scratches, stains, mechanical wear, rust, degradation, discoloring, or other alteration occurring after the shipment from Astronergy that have no effect on the power generation performance or mechanical strength of the module, but not limited to the below visual alteration during the related warranty period:

- a. Non-significant discoloration of laminate.
  - b. Non-significant loss of glass transparency.
  - c. Non-significant increase of surface roughness.
  - d. Non-significant frame damage due to environmental stress.
  - e. Non-significant damage of junction box due to environmental stress or indication of corrosion.
  - f. Non-significant damage of connectors and cables due to environmental stress or indication of corrosion.
  - g. Non-significant damage of frame fixation due to environmental stress.
- Power failure surges, flood, fire, accidental breakage or other events caused by force of nature, force majeure, or other unforeseeable circumstances outside the range of influence of Astronergy.
- C. The Limited Warranty for Crystalline PV Modules does not cover any transportation charges, customs clearance or any other costs for return of the modules, for reshipment of any repaired or replaced modules, or costs associated with installation, removal or reinstallation of the modules, or profits loss of the system generation.
- D. Warranty claims will not be honored if the type or serial number of the modules have been altered, removed or made illegible.
- E. Astronergy 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 shall Astronergy be liable for incidental, consequential, loss of use, loss of profits, loss of revenues, loss of production or special damages. Astronergy's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value against the affected modules as paid for by the customer.

## 4. Obtaining Warranty Performance

A. Warranty claims should be sent to (a) the dealer who sold the modules, or (b) the authorized Astronergy distributor who sold the modules, or (c) Astronergy directly at the address: Chint-Allee 8, D 15236 Frankfurt (Oder), Germany (Hotline: +49 (0)335 521 13 333 and customerservice@astronergy.de, where customers can get an official claim form which is to be fulfilled.)

B. Warranty claims must be sent by registered mail or courier or any other official written and legal valid document. The claims must include the module model type and the serial number of the defective module(s) (both can be found on the module label), the installation date, location and address of the installation, a precise description of the defect observed and (if applicable, additional information that could attribute to the analysis of the defect, photographs of the damaged modules, the circuit diagram of the system, any records from the system data monitoring), accompanied by a copy of the relevant invoice and purchase contract, delivery date, and must state: "We hereby accept, and agree to, the choice of law, the choice of an expert appraiser and the choice of arbitration as set out in Clause 6 of your Limited Warranty for Crystalline PV Modules on which our claim is based." Incomplete notifications claims that do not meet the notification deadline of Clause 4, Section C will not be processed.

C. Any claim under this limited warranty shall be forfeited if (a) the customer does not notify Astronergy of such claim in writing in accordance with Clause 4 Section A within thirty (30) days after discovering or after the customer should have discovered, the defect claimed under warranty; or (b) the customer does not commence court or arbitration action within six (6) months after proper notification of the claim.

**D.** Astronergy is entitled to supply another type of module (if necessary, with other properties) to replace the claimed one if it is no longer in production when the warranty claim is received.

**E.** The repair, replacement, or additional delivery of a module neither renews nor extends the period of the warranty.

**F.** Any claimed/defective product that has been replaced by Astronergy shall become the property of Astronergy. The claimed/defective product shall be returned or otherwise disposed of in accordance with the instructions of Astronergy and at the customer's expense.

## 5. Severability

If a part, provision or clause of this Limited Warranty for Crystalline PV Modules, 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 for Crystalline PV Modules, and to this end such other parts, provisions, clauses or applications of this Limited Warranty for Crystalline PV Modules shall be treated as severable.

## 6. Disputes

No action, regardless of form, arising out of or in any way connected with this Limited Warranty for Crystalline PV Modules, maybe brought against Astronergy more than six (6) months after the cause of action has occurred.

Astronergy may provide these warranty conditions in several languages for the convenience of customers. In the event of deviations, the German version shall prevail.

In the case of a dispute in a warranty claim, a first-class international institute designated by Astronergy such as Fraunhofer ISE in Freiburg, Germany or TÜV Rheinland in Cologne/China, TÜV SUD in China, Intertek, CSA and other test laboratories (CBTL) accredited by IECEE shall be involved to judge the claim. All fees and expenses shall be borne by the losing party, unless otherwise awarded. The final right of interpretation shall be borne by Astronergy.

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