



Limited Warranty for PV Modules

1. Scope of Warranty

Jiangsu Xinghuo Solar Energy Lighting Co., Ltd. (XH) grants this Limited Manufacturer's Warranty to the original end-customer (the customer) of any of the below listed (and no other) brand models of solar photovoltaic modules (PV-modules) manufactured by XH purchased from XH or an authorized XH dealer (the "products") and accompanied by this limited manufacture's

XHD - XXX with 96 cells of 5" mono c-Si (XXX=210,215,220,225,230,235,240,245,250,255)

XHD - XXX with 72 cells of 5" mono c-Si
(XXX=160,165,170,175,180,185,190,195)

XHP - XXX with 72 cells of 6" poly c-Si
(XXX= 250,255,260,265,270,275,280,285,290,295,300)

XHP - XXX with 60 cells of 6" poly c-Si
(XXX=200,205,210,215,220,225,230,235,240)

2. Limited Product Warranty-Five Years Repair, Replacement or Refund Remedy

Jiangsu Xinghuo Solar Energy Lighting Co., Ltd. warrants its PV-modules 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 five years from date of sale to the original end-customer. XH will, at its option, either repair or replace the product, or refund the purchase price as paid by the customer, 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 five years 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 Power¹ Warranty).

3. Limited Peak Power¹ Warranty Limited Remedy

A: 10 years

If, within ten(10) 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 XH' as specified at the date of delivery in Jiangsu Xinghuo Solar Energy Lighting Co., Ltd Product information sheet, provided that such loss in power is determined by XH (at its sole and absolute discretion) to be due to defects in material or workmanship, XH will replace such loss in power by either providing to the customer additional PV-modules to make up such loss in power, or by 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 XH.

B: 25 years

If, 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 XH, provided that such loss in power is determined by XH(at its sole and absolute discretion) to be due to defects in material or workmanship, XH will replace such loss in power by either providing to the customer additional PV-modules to make up such loss in power, or by 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 XH.

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

4. 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 XH absolute judgment have been subjected to:

- Misuse, abuse, neglect or accident.
- Alternation, improper installation or application



- Non-observance of XH's installation-users and maintenance instructions
- Repair or modification by someone other than an approved service technician of XH
- Power failure surges, lighting, flood, fire, accidental-breakage or other events outside XH'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 PV-modules, or cost associated with installation, removal or reinstallation of PV-modules.

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

4. 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 XH distributor, of the claim in writing, or (c) send such notification directly to XH. 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 assistances are required, customer is invited to write XH for instructions, The return of any PV-modules will not be accepted unless prior written authorisation has been given by XH.

5. 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, clause or applications of this Limited Warranty shall be treated as severable.

6. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as TUV Rheinland shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise award. The final explanation right shall be borne by Jiangsu Xinghuo Solar Energy Lighting Co., Ltd.

7. 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 XH. XH has the right to deliver another type (different in size, color, shape and/or power) in case XH discontinued producing the PV-module in question at the time of the claim.

8. Force Majeure

XH 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 conditions 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

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 at right angle irradiation. The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per calibration and testing standards of XH valid at the date of manufacture of the PV-modules, XH's calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.

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