

## Limited Warranty for PV Modules

LW-STD-09 (V1)

### 1. Limited Product Warranty - Limited Remedy

United Renewable Energy Co., Ltd. (a company from Taiwan where the sun shines, hereinafter “URECO”) warrants to the direct customer (“CUSTOMER”) who purchased Photovoltaic Solar Module(s) (“MODULE”) from URECO to be free from defects in materials and workmanship under normal application, installation, use, and service conditions, according to their specifications where defects are attributable to URECO and materially impede the functions of the MODULE. If any MODULE fails to conform to this warranty within **Twenty-five (25) years** from the date of sale as shown on the URECO commercial invoice (“INVOICE”) to the CUSTOMER for the MODULE, URECO will, at its sole discretion, either (1) replace (excluding labour) or (2) repair the MODULE if URECO independently determines that the module is defective in accordance with the provisions of this clause or (3) refund the salvage value based on the straight line method at the time of the claim, with the upper limit of the price of sale as shown on the URECO commercial invoice. In any event, such replacement, repair or refund shall be the sole and exclusive remedy under the “Limited Product Warranty” and shall not extend beyond the **Twenty-five (25) years** Product Warranty period for any reason whatsoever. MODULE defects are applicable only under the the “Limited Product Warranty”. This “Limited Product Warranty” does not warrant a specific power output, which is exclusively addressed under clause 2 hereinafter (“Limited Peak Power Warranty”).

### 2. Limited Peak Power Warranty - Limited Remedy

#### (1) Definition of Peak Power at STC

“Peak Power at STC” is the power in Watt peak that the MODULE generates in its Maximum Power Point.

The Standard Test Conditions (“STC”) for all measurements and electrical value determination has to be ensured as follows:

- (a) light spectrum of AM 1.5G,
- (b) an irradiation of 1000 W/m<sup>2</sup>, tested with irradiation explored at a right angle.
- (c) a module temperature of 25 degree centigrade at right angle irradiation.

The measurements are carried out in accordance with IEC61215 or other standards separately agreed in written by Both Parties.

#### (2) Warranty period

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If, within the warranty period from the date shown on the INVOICE to the CUSTOMER, The warranty period with respect to the power output of the Products continues for a total of **30 years** (for N-type single/double glass modules & HJT double glass modules) URECO warrants that, under the conditions of normal installation, use, operation, maintenance and environmental conditions, the Degradation Rate shall not exceed the amount for the applicable period following the warranty period as set forth below, hereinafter referred to as "Power Output Warranty". The Product Warranty and Power Output Warranty is hereinafter referred to as "Limited Warranty" collectively

N-type Monocrystalline single glass modules:

Not exceed 1% degradation in the first year, and 0.4% per year thereafter, ending at 87.4% in the 30th year after warranty start.

N-type Monocrystalline double glass modules:

Not exceed 1% degradation in the first year, and 0.4% per year thereafter, ending at 87.4% in the 30th year after warranty start.

- (3) The repair or replacement selected by URECO as set forth in clauses 2.(2) above shall take into account  $\pm 3\%$  tolerance of power performance.
- (4) 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

- (1) In any event, all warranty claims must be filed within the applicable warranty period.
- (2) This Limited Warranty for PV Module does not apply, at URECO's absolute judgment, to any MODULE which has been subjected to:
  - Cosmetic or color changes, or other changes in the external appearance of the MODULE, including but not limited to corrosion, noticeable degradation, abrasion, scratching, oxidation, stain, mould, normal wear and tear, which occurs after the delivery of the MODULE, that do not cause a deterioration in the functional capacity of the MODULE.
  - Localized impacts or external forces;

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- The cable and connector plug of the module, if not installed by a qualified professional approved by the manufacturer of the module cable and the manufacturer of the connector, or if they fail to maintain the module circuit and connector in a safe and operable condition;
- The effects of exposure to soot, sea water, smoke, salt, acid rain, chemical substances (including cleaning agents), the build-up of dirt, and/or other pollution or extreme environment effect such as being located close to sea, volcano, acidic, alkaline or corrosive environment, tropical, equatorial, or desert environment;
- Defects or damages caused by improper operation, pressure, transport, storage, or negligence not attributable to URECO;
- Installation, mounting, or operation under environmental conditions not in conformance with URECO's product descriptions, data sheets or specifications, installation manuals, operation manuals, or details on product labels attached to the MODULE;
- The module has been purchased or installed outside the area of the certifications which the Modules passed;
- Improper application, such as, but not limited to, use with mirrors, concentrated sunlight, and contact with solar thermal systems;
- Inappropriate handling during transportation or storage;
- Use for purpose other than the generation of solar power;
- Use or other exploitation of the MODULE, which fail to take into account the technical security requirements in force on site;
- Misuse, abuse, vandalism, neglect or accident;
- Improper alteration, reinstallation, application or removal;
- The MODULE located on motor vehicles, vessels, or installations of any kind; or any facility with a multi-axis tracking system.
- Connection with any other manufacturer's photovoltaic solar modules;
- Failure to strictly follow URECO's repair and maintenance instructions;
- Failure to produce proof that a repair or modification is made by an URECO-approved service technician;
- The type or serial number of the MODULE being altered, removed or made illegible;
- Power failure, surge, electrical overload, atmospheric discharge, direct or indirect lightning, flooding, pests, plague, fire, explosion, rock fall, earthquake, extraordinary weather condition, hailstorm, typhoon, hurricane, volcanic eruption, action by third party, accidental breakage, animal, act of war, civil action, riot, terrorist act, or any other reason outside the normal operating conditions of the MODULE or outside URECO's control.

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(3) The “Limited Product Warranty” and “Limited Peak Power Warranty” provided under this warranty are applicable solely to the replacement, repair of existing modules, or the refund of the salvage value based on the straight line method at the time of the claim, with the upper limit of the price of sale as shown on the URECO commercial invoice. URECO does not indemnify the Purchaser against direct or indirect damages and lost profits. Furthermore, URECO does not bear the costs associated, including but not limited to labor cost, transportation charges, customs clearance, or any other costs or expenses related to the return of MODULE, or for the reshipment of any repaired or replaced MODULE, or costs associated with installation, removal or reinstallation of MODULE.

(4) CUSTOMER explicitly acknowledges and accepts that this “Limited Warranty for PV Modules” only applies to MODULE marked as “A Grade”.

### 4. Limitation of Warranty Scope

THE LIMITED WARRANTIES 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 URECO, UNLESS SUCH OTHER OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY URECO. URECO 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 MODULE, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL URECO 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. URECO’S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED ONE HUNDRED PERCENT OF THE AMOUNT ACTUALLY PAID BY THE DIRECT CUSTOMER.

NOTHING HEREIN SHALL BE CONSTRUED AS TO EXCLUDE ANY MANDATORY PROVISION OF LAW. THE LIMITATION HEREUNDER SHALL BE ENFORCEABLE ONLY TO THE MAXIMUM EXTENT ALLOWED BY THE APPLICABLE LAW.

### 5. Obtaining Warranty Performance; Return Material Authorization

If the CUSTOMER feels he/she has a justified claim covered by this Limited Warranty for MODULE(S), he/she must immediately notify (a) the dealer, who sold the MODULE, or (b) any

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authorized URECO distributor, of the claim in writing, or (c) send such notification to URECO directly. CUSTOMER shall make claims within the warranty term set forth in Articles 1 or 2. Any claim made beyond the designated term shall be deemed invalid. Together with the notification, the CUSTOMER should enclose the sufficient evidence of the claim including corresponding serial number of the MODULE and the INVOICE on which the MODULE have been purchased, and other necessary information URECO may require for the claim. If applicable, CUSTOMER's dealer or distributor will give advice on handling the claim. If further assistance is required, CUSTOMER is invited to write URECO for instructions. The return of any MODULE will not be accepted unless prior written authorization has been given by URECO. Upon URECO's authorization, CUSTOMER shall, at CUSTOMER's own cost and risk, deliver the MODULE to URECO.

### 6. Severability

Nothing herein is intended to exclude or limit any mandatory requirement prescribed under the applicable laws and/or regulations. If a part, provision or clause of this "Limited Warranty for 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 PV Modules", and to this end such other parts, provisions, clauses or applications of this "Limited Warranty for PV Modules" shall be treated as severable.

### 7. Disputes

In case of any discrepancy in a warranty claim, both parties shall discuss and decide one of below recognized certification test institutes for dispute resolution ("Selected Test Institute"). All fees and expenses shall be born by the losing party, unless otherwise awarded.

The recognized certification test institutes include, in the most preferred order, ranking down when the previous preferred order is not available:

- a. Fraunhofer Society (Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e. V.) in its Solar Energy Systems Institute;
- b. TÜV Rheinland; and
- c. Underwriters Laboratories.

### 8. Miscellaneous

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- (1) The repair or replacement of MODULE or the supply of additional MODULE, 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 MODULE shall become the property of URECO made for their disposal. If URECO has ceased production of the replacement module at the time of the claim, URECO shall have the right to choose one of the following methods for warranty processing:
  - a. Replace the module with the same total wattage that meets the warranty conditions.
  - b. Compensate for the total wattage price of modules that meet the warranty conditions (based on the current price or the price at the time of purchase and sale, whichever is lower).
- (2) When designing a solar system, maintenance walkways must be wide enough so that each module can be inspected and not stepped on during installation or maintenance.
- (3) The module installation needs to have sufficient inclination to facilitate drainage, allowing rainwater or cleaning dust to be smoothly removed.
- (4) Please keep all connectors dry and clean. Do not attempt to make connections with wet, dirty, dusty, dirty, or faulty connectors.
- (5) To prevent dust, foreign matter, etc. from accumulating in the connector before use, it must be covered and protected when the connector is not in use.
- (6) URECO has the right to deliver another type (different in size, colour, shape, brand and/or power) in case URECO discontinued producing the replaced MODULE at the time of the claim. The limited warranty is available in different languages, in case of discrepancy, the English version shall prevail.

### 9. Transfer of Warranty Effectiveness

The validity of this warranty can be transferred under the condition that the module product maintains its first installation and use location.

### 10. Force Majeure

URECO 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, animal activity, pests, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of URECO. In such cases, performance by URECO of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.