

## Limited Warranty for **Topcon Glory Series** Modules

United Renewable Energy Co., Ltd. (“URE”) warrants to the direct customer (“Customer”) who purchased from URE Photovoltaic Solar Module(s) (“MODULES”) from the date (the “Warranty Start Date”) of sale as shown in the URE commercial invoice (“INVOICE”) to the Customer of the MODULES.

### 1. Limited Product Warranty –Twenty-five years Repair or Replacement

URE warrants that the MODULES together with the factory-assembled DC connectors and cables are free from any defects in materials and workmanship under normal application, usage, installation and service conditions for a period of **twenty-five (25) years** from the Warranty Start Date. If MODULES become malfunctioning or non-operative due to defects in material or workmanship during the **twenty-five (25) years** period from the Warranty Start Date, as verified by an independent testing agency that will be selected and confirmed mutually by URE and Customer in advance, URE will, at its sole option, either repair or replace the malfunctioning or non-operative MODULES. MODULES’s repair or replacement remedy shall be the sole and exclusive remedy provided under this Limited Product Warranty and shall not extend beyond the period set forth herein. This Limited Product Warranty does not warranty a specific power output at or during any time frame, which shall be exclusively covered under Section 2 of this Warranty hereinafter (“Limited Peak Power Warranty”)

The outer appearance of the product, including scratches, stains, rust, mould, discoloration and other signs of normal wear and tear, which occurred after delivery or installation, do not constitute defects, provided the functionality of the product is not affected. Glass breakage constitutes a defect only if not caused by any external influence.

If a defect (or serial defect) occurs during the Warranty Period affecting the functionality of the product, URE will, at its sole option:

- (a) Repair the defective product; or
- (b) Replace the product with an equivalent product; or
- (c) Refund the current market price of an equivalent product at the time of the claim.

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

URE warrants that for a period of **Thirty (30) years** commencing on the Warranty Start Date, the loss of power output relating to the initial guaranteed power which is defined as Peak Power Watts Pmax (Wp) plus Peak Power Watts Pmax (Wp) multiplied by the lower limit of the Power Output Tolerance Pmax (%)—as specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC) for the MODULES shall not exceed **1.0%** in the first year, thereafter **0.4%** per year, ending with **87.4%** in the **30<sup>th</sup> year** after the Warranty Start Date.

Within the period of **Thirty (30) years** warranty period from the Warranty Start Date, should any qualified MODULES sold by URE exhibit a loss of \*Pmax (Wp) output exceed the aforementioned warranted value, provided that any such declared loss in power has been verified by URE (*under standard test conditions (IEC 61215) and taking into account a ±3% tolerance range*), at its sole discretion is due to MODULES' defects in materials or workmanship attributable to URE own causes and further confirmed by an independent testing agency (if so requested by a Customer) (which is to be selected and confirmed mutually by URE and Customer in advance), URE will, at its sole option and discretion, either

- (a) Repair the defective product; or
- (b) Replace the product with an equivalent product; or
- (c) Refund the current market price of an equivalent product at the time of the claim.

The remedies set forth herein are the sole and exclusive remedies URE is bound to provide under the Limited Peak Power Warranty.

**Remark:**

“Peak Power Watts”, “Pmax”, is the power in watt peak that MODULES generates in its maximum power point under STC condition. “STC” are as follows:

- (a) Light spectrum of AM 1.5G
- (b) Irradiance at 1,000 W/m<sup>2</sup>
- (c) Cell temperature of 25 degree Centigrade at right angle irradiation

The measurements are carried out in accordance with IEC 61215 as tested at the junction box terminals per the calibration and testing standards of URE valid at the date of manufacture of the MODULES. URE's calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.

*\*Under standard test conditions (IEC 61215) and taking into account a ±3% tolerance range*

**CAVEAT:**

The shipping charges for any allegedly defected MODULES shall be borne by the Customer marking such claims in advance. Should the independent testing agency confirm that such filed defected are to be covered under this Warranty by URE, the shipping charges advanced by the Customers may be reimbursed by URE against the original proof of expenditure.

### **3. Exclusions and Limitations**

(a) Warranty claims, in any event, shall be filed in writing to URE or its authorized distributors within the applicable warranty period and not beyond the last day of the applicable period of time as stated above.

(b) The Limited Product Warranty and Limited Peak Power Warranty shall not apply to the MODULES which have been subject to:

- Misuse, abuse, neglect, vandalism or accident;

- Alteration, improper installation or application which is not compliant with URE standard installation manual.
  - Repair or modifications that do not strictly follow the manufacturer's instructions;
  - Non-observance of URE's maintenance instructions;
  - Power failure, electrical spikes or surges, lighting, flood, fire, accidental breakage or other events outside URE's control.
- (c) The Limited Product 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 last paragraph of the 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 URE MODULES have been altered, removed or made illegible without written authorization from URE.
- (e) The MODULES' installation on mobile units (except photovoltaic tracking system), such as vehicles or ships.
- (f) Customer explicitly acknowledges and accepts that this "Limited Warranty for Glory Series Modules" only applies to MODULES marked as "A Grade".

#### **4. Limitation of Warranty Scope**

THIS LIMITED WARRANTY AS SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES 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 URE, UNLESS SUCH OTHER OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY URE. URE 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 URE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, AND LOSS OF REVENUES. THE AFOREMENTIONED ALLEGED LOSSES BY CUSTOMERS ARE SPECIFICALLY AND WITHOUT LIMITATION EXCLUDED FROM RESPONSIBILITIES OF URE. URE' AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE AS PAID BY THE CUSTOMER, FOR THE SINGLE UNIT OF MODULES.

#### **5. Obtaining Warranty Performance**

If the Customer feels he/she has a justified claim covered by this Limited Warranty for MODULES, he/she must immediately notify (a) the dealer, who sold the MODULES, or (b) any authorized URE distributor, of the claim in writing, or (c) send such notification to URE 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 MODULES and the INVOICE on which the MODULES have been purchased, and other necessary information URE 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 URE for instructions. The return of any MODULES will not be accepted unless prior written authorization has been given by URE. Upon URE's authorization, Customer shall, at Customer's own cost and risk, deliver the MODULES to URE.

## 6. Transferability

This Limited Warranty is extended to the original end-user purchaser, and is also transferable to any subsequent owner of the location or holder of the product when MODULES remain at their original installed location upon satisfactory proof of succession or assignment.

## 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 shall not affect and shall leave all other sections, provisions, clauses or applications of this Warranty severable, and therefore validly binding.

## 8. Dispute Resolution

In case of any dispute in terms of warranty-claims, a first-class international test institute, such as PI Berlin, TÜV RH or Intertek, UL, ITRI, shall be entrusted by both parties upon mutual consents in order to provide third party verification and comments. All fees and expenses shall be borne by the losing party, unless otherwise agreed.

Further dispute over the claim shall be submitted to dispute resolution as stipulated in the main sales contract to which this Warranty is a part of and subject to the applicable jurisdiction agreed by the parties in the sales contract.

## 9. Various

The repair or replacement of the MODULES or the supply of additional MODULES does not lead to a new commencement of warranty terms, nor shall the original terms of this Warranty be extended. Any replaced MODULES shall become the property of URE. URE shall at its own options to deliver another type of PV MODULES (different in size, color, shape, or power), either a new brand or the original one, in case that URE has discontinued producing the module in question at the time of the claim.

## **10. Force Majeure**

URE shall not be in any way be responsible or liable to the Customer whatsoever or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Warranty, due to causes of natural disasters such as fire, flood, blizzard, hurricane, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labor or materials and other events which are out of control of URE.