

# Limited Warranty for PV modules

Effective Dec.1 2015

Boviet Solar Technology Co.,Ltd.("Boviet") provides the following Limited Product Warranty and Limited Power Warranty (collectively, the "Limited Warranty") with respect to certain types of its photovoltaic module products ("PV Modules"), subject to the conditions, exclusions and limitations set forth below.

## 1. Twelve(12) Year Limited Product Warranty

Subject to the exclusions content below, Boviet warrants to the original buyer("Buyer") that the Photovoltaic modules ("PV modules"), including plant-assembled DC connector and cables, shall be free from defects in materials and workmanship under normal application, installation, utilization and service conditions as specified in Boviet's standard product documents.

Boviet guarantees that PV modules will maintain mechanical integrity and stability in accordance with its approved operational methods distripted in our installation manual. The glass of a PV module will maintain its integrity provided and there are no indication of localized impacts or external forces. Any damages caused by abrasion, improper installation methods, or animals are exempt from this warranty.

Claims under the warranty can only be accepted if the Buyer can provide the proof the malfunctioning or non-conformity of a PV module results exclusively from defects in material or/and workmanship under normal application, installation, utilization and service conditions as specified in Boviet's standard product documents. Any color change or any other change on PV module appearance do not represent defects, insofar as the change on appearance does not stem from defects on materials or/and workmanship, and does not cause degradation of fuction of a PV module.

If the PV-modules fail to conform to this warranty Boviet will, at its option, either repair or replace the product, or provide an appropriate residual market value of the product(s) as compensation. The repair, replacement of refund remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (Limited Power Output Warranty).

## 2. Limited Power Output Warranty

Boviet guarantees that for a period of twenty-five(25) years the PV module will maintain the performance as below,

- 1) For the 1st year, Boviet guarantees that the actual output of the PV module will be no less than 97.5% of the nominal power output.
- 2) From 2nd year to 24th year, the actual output decline will not be no more than 0.7% and by the end of 25th year, the actual power output of the PV module will be no less than 80.3%.

The actual power shall be determined for verification under STC conditions only. The measurement method is either carried out by Boviet measurements equipments or Boviet recognized 3rd-Party test institutes. Testing equipment tolerance will be applied to all actual power output measurements.

In the event of a negative deviation of actual performance from the warranted output, Boviet shall at its option,

- 1) Providing the Customer with additional PV- modules to make up for such loss in power, or repairing or replacing the PV modules, or
- 2) Providing an appropriate residual market value of the product(s) as compensation.

The warranty effective date shall be defined as the date of installation or ninety(90) days after delivery by Boviet, whichever date is earlier.

### **3. Exclusions and limitations**

In any event, all warranty claims must be presented within the corresponding warranty period for this warranty to be effective.

The "Limited Product Warranties" and the "Limited Peak Power Warranty" do not apply to any MODULES which have been subjected to:

- Misuse, abuse, neglect or accident;
- Alternation, improper installation or application;
- Non-observance of Boviet's installation manual and maintenance instructions;
- Repair or modifications by someone other than an approved service technician of Boviet;
- Installation in mobile units (except PV tracking system) such as vehicles, ships or offshore-structures ;
- Power failure surges, lightning, flood, fire, accidental breakage or other events beyond Boviet 's control.
- The product's type, nameplate or module serial number is changed, erased or made illegible.

The Limited Product Warranty and the Limited Peak Power Warranty do not cover cost associated with installation, removal or reinstallation of the PV-modules (except the last paragraph of section 5);

any transportation costs for return of the PV-modules, or for reshipment of any repaired or replaced PV-modules.

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

The limited warranties 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 Boviet, unless such other warranties, obligations or liabilities are expressly agreed to in writing signed by Boviet. Boviet 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 product, including, without limitation, any defects in the modules, or from use or installation. Under no circumstances shall Boviet be liable for incidental, consequential or special damages, howsoever caused loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded. Boviet's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer, for the unit of product or service furnished or to be furnished, as the case may be, which is the subject of claim of dispute.

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

If the customer feels a justified claim covered by this Limited Warranty for PV Modules, an immediately notification directly to Boviet shall be filed by mailing to Registered/Certified Letter in writing to the address of Boviet listed hereunder, or sending an email letter to the email account of Boviet listed hereunder. With the notification, the CUSTOMER should provide the evidence of the claim with the corresponding serial number of the MODULES and the invoice on which the MODULES have been purchased. The return of any PV modules will not be accepted unless prior written authorization has been given by Boviet. Under the Limited Product Warranty and the Limited Peak Power Warranty, the reasonable transportation fees shall be born by Boviet, which include modules retuning, repaired or replaced modules reshipping. However, the fees have to be certified by the documents, and also permitted by the Customer Service of Boviet.

#### **6. Severability**

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

#### **7. Disputes**

In case of any discrepancy in a warranty-claim, a first-class international test institute such as TUV

Rheinland in Cologne/Germany, PHOTON Laboratory/Germany shall be involved in judging the claim finally. All the fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be born by Boviet.

You may enjoy the specific legal rights apart from the warranty, including the state laws. The Limited Warranty does not impact any additional rights you enjoyed on trade. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the warranty provisions of such exclusion or limitation may not apply to you.

## **8. 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 the Limited Warranty for PV Module be extended. Any replaced PV module shall become the property of Boviet. Boviet has the right to deliver another type (different in size, color, shape and/or power) in case that Boviet has discontinued producing the PV module in question at the time of the claim.

## **9. Warranty Transfer**

This warranty is transferable when the products remains installed in its original location at the warranty registration.

## **10. Force Majeure**

Boviet shall not 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 the sales, including the Limited Warranty for PV Modules, due to acts of God, war, riots, strikes, unavailability of suitable and sufficient labor, materials, die or yield failures and any unforeseen event beyond its control. In such cases, performance by Boviet in this Limited Warranty shall be suspended without liability for the period of delay attributable to such cause.

Definition: "Peak Power" is the power in watt peak that a PV module generates in its maximum power point.

'STC 'are as following:

- (a) light spectrum of AM 1.5,
- (b) an irradiation of 1,000 W/m<sup>2</sup>, and
- (c) a cell temperature of 25 degree Centigrade.

The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of Boviet valid at the date of manufacture of the PV modules.