

**Released Version: 2020/3**

Covered Module Type:

[ ]

## **Limited Warranty for PV Modules**

### **1. Limited Product Warranty - Limited Remedy**

United Renewable Energy Co., Ltd. (“**URE**”) warrants to the direct customer (“**CUSTOMER**”) who purchased from URE Photovoltaic Solar Module(s) (“**MODULE**”) to be free from defects in materials and workmanship under normal application, installation, use, and service conditions to their specifications where defects are attributable to URE and materially impede the functions of the **MODULE**. If any **MODULE** fails to conform to this warranty during the period ending twelve (12) years from the date of sale as shown in the URE commercial invoice (“**INVOICE**”) to the **CUSTOMER** of the **MODULE**, URE will, at its sole discretion, replace or repair the **MODULE**. Notwithstanding anything to the contrary, the preceding remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the twelve (12) 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 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 1.5,
- (b) an irradiation of 1000 W/m<sup>2</sup>, tested with irradiation explored at a right angle, and
- (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) **Twenty-five Years**

If, within a period of twenty-five (25) years from the date shown in the INVOICE to the CUSTOMER, any MODULE, for the first year from the date of the INVOICE, exhibits a power output no less than 97% of the minimum “Peak Power at STC” as specified in the MODULE specifications, and the power output will not decline more than 0.7% per year thereafter. If such loss in power is determined by URE at its sole and absolute discretion to be solely due to defects in material or workmanship, URE will remedy such loss in power by either providing additional MODULE to the CUSTOMER to restore the power output performance to the warranted level as specified in this paragraph, or by repairing or by replacing the defective MODULE, at the option of URE.

- (3) The repair or replacement selected by URE 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 URE’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..
  - The cable and connector plug of a module remain safe and operational provided modules which are professionally installed;
  - 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;
  - Defect or damage by incorrect handling, transport, storage, operation, the use of force, or negligence by a party/person whom URE is not responsible for;

- Installation, mounting, or operation under environmental conditions not in conformance with URE’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;
- Connection with any other manufacturer’s photovoltaic solar modules;
- Failure to strictly follow URE’s repair and maintenance instructions;
- Failure to produce proof that a repair or modification is made by an URE-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, 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 URE’s control.

(3) The “Limited Product Warranty” and “Limited Peak Power Warranty” do not cover any labor cost, transportation charge, customs clearance or any other costs for return of MODULE, or for 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 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 MODULE, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN MODULE, 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 ARE SPECIFICALLY AND WITHOUT LIMITATION EXCLUDED. URE'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 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 MODULE and the INVOICE on which the MODULE 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 MODULE 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 MODULE to URE.

## **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. TÜ V Rheinland; and
- c. Underwriters Laboratories.

## **8. Miscellaneous**

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 URE made for their disposal. URE has the right to deliver another type (different in size, colour, shape, brand and/or power) in case URE 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. Force Majeure**

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

such causes.