

## Limited Warranty for PV modules (2024 Edition)

Shanghai Thalesolar Energy Co., Ltd. ("Thalesolar") 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. Thirty (30) Year Limited Product Warranty

Subject to the exclusions content below, Thalesolar 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 Thalesolar's standard product documents.

Thalesolar guarantees that PV modules will maintain mechanical integrity and stability in accordance with its approved operational methods described 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 that 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 Thalesolar'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 function of a PV module.

If the PV-modules fail to conform to this warranty, Thalesolar 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 or 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**

Thalesolar guarantees that for the service life of solar modules no less than 30 year.

P-type modules:

1) For the 1st year, Thalesolar guarantees that the actual output of the PV module will be no less than 98% of the nominal power output.

2) From 2nd year to 30th year, the actual output annual decline will be no more than 0.55% and by the end of 30th year, the actual power output of the PV module will be no less than 82.05%.

N-type modules:

1) For the 1st year, Thalesolar guarantees that the actual output of the PV module will be no less than 99% of the nominal power output.

2) From 2nd year to 30th year, the actual output annual decline will be no more than 0.4% and by the end of 30th year, the actual power output of the PV module will be no less than 87.4%.

The actual power shall be determined for verification under STC conditions only. The measurement method is either carried out by Thalesolar measurement facilities or Thalesolar 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, Thalesolar 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 Thalesolar, 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:

1. Misuse, abuse, neglect or accident;
2. Alternation, improper installation or application;
3. Non-observance of Thalesolar's installation manual and maintenance instructions;
4. Repair or modifications by someone other than an approved service technician of Thalesolar;
5. Installation in mobile units (except PV tracking system) such as vehicles, ships or Offshore-structures;
6. Power failure surges, lightning, flood, fire, accidental breakage or other events beyond Thalesolar 's control.
7. 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 Thalesolar, unless such other warranties, obligations or liabilities are expressly agreed to in

written signed by Thalesolar.

Thalesolar 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 Thalesolar be liable for incidental, consequential or special damages, howsoever caused loss of use, loss of profits, loss of production, and loss of revenues are therefore specifically but without limitation excluded. Thalesolar'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 immediate notification directly to Thalesolar shall be filed by mailing to Registered/Certified Letter in written to the address of Thalesolar listed hereunder, or sending an email letter to the email account of Thalesolar 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 Thalesolar.

Under the Limited Product Warranty and the Limited Peak Power Warranty, the reasonable transportation fees shall be born by Thalesolar, which include modules returning, repaired or replaced modules reshipping. However, the fees have to be certified by the documents, and also permitted by the Customer Service of Thalesolar.

## **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 Rhineland 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 Thalesolar. 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 Thalesolar. Thalesolar has the right to deliver another type (different in size, color, shape and/or power) in case that Thalesolar 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**

Thalesolar 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 Thalesolar 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 Thalesolar valid at the date of manufacture of the PV module.

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