

## **Product Warranty**

( LIMITED WARRANTY )

### **1. Product Quality Assurance**

EYONGPV LIMITED (hereinafter referred to as "EYONGPV") ensure that the material and manufacturing process of ETFE SUNPOWER SOLAR PANEL without any defects in case of the normal application, installation and service. If the ETFE SUNPOWER SOLAR PANEL is defective under normal use within one year from the date of EYONGPV delivery, as the case may be, EYONGPV will repair, replace or refund the corresponding price. Repair, replacement or refund of the corresponding price is an exclusive remedy, and can not exceed the one-year guarantee period. The ETFE SUNPOWER SOLAR PANEL specific output power is not guaranteed by the provisions of this article, and the specific output power of ETFE SUNPOWER SOLAR PANEL shall apply as follows.

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

Within one year from the date of EYONGPV delivery, if any ETFE SUNPOWER SOLAR PANEL is 80% less than the nominal power specified in the report made by EYONGPV, and EYONGPV confirms that the loss of the power is due to defects in the raw material or process, then EYONGPV will compensate for this power loss, provide additional ETFE SUNPOWER SOLAR PANEL as a mean of compensating for power loss, or repair, replace defective ETFE SUNPOWER SOLAR PANEL, or the difference between the power output and the nominal power of 80% specified in the EYONGPV product data, and return the same percentage to the customer (according to the current PANEL of the market price, but to deduct 10% per year depreciation), EYONGPV can choose one of the ways to apply.

### **3. Ensure Exclusion And Limitation Of Warranty**

(1) In any case, all warranties must be made valid in the corresponding warranty period.

(2) The "Limited Warranty" and "Limited Peak Power Warranty" of the ETFE Sunpower Solar Panel are not applicable to the following PANELS:

- ◆ Physical damage, such as sewing loss, rough impact, bending angle more than 15 degrees;
- ◆ Misuse, abuse, negligence or accident;
- ◆ Improper transport, storage or operation;
- ◆ Modification, improper installation or use;
- ◆ Does not follow the EYONGPV's installation and maintenance instructions;
- ◆ Maintenance or alteration of non-industry authorized service technicians;
- ◆ Installed in a mobile location or in the corrosive environment;
- ◆ Hail, lightning, flood, fire, accidental damage, or other light irresistible events;
- ◆ The behavior of any moving PANELS or reinstalling PANELS.

(3) "Limited Warranty" and "Limited Peak Power Warranty" do not include the following cost: costs associated with the installation, removal or re-installation of the ETFE SUNPOWER SOLAR PANEL; customs clearance or any other charges resulting from the return of the ETFE SUNPOWER SOLAR PANEL.

(4) If the ETFE SUNPOWER SOLAR PANEL serial number is modified, deleted or difficult to identify, then the buyer's claim will not be accepted by EYONGPV. All the statements about the product (including but not limited to EYONGPV's promotional materials) are intended only to describe the performance, characteristics and other aspects of the product without constituting a legal binding force against EYONGPV.

(5) ETFE SUNPOWER SOLAR PANEL's defects or risks will not be covered by the warranty of this warranty if EYONGPV can not anticipate the defects or risks of the ETFE SUNPOWER SOLAR PANEL within the legal and technical level when EYONGPV make ETFE SUNPOWER SOLAR PANEL.

(6) If EYONGPV agrees to the buyer's claim, EYONGPV only compensates the buyer for direct losses and does not

indemnify the buyer for indirect losses (including but not limited to the buyer's expected income, profits, loss of reputation, etc.).

#### **4. The Scope Of The Warranty**

Unless otherwise agreed and signed by EYONGPV in writing, the "ETFE SUNPOWER SOLAR PANEL Limited Warranty" as set forth herein expressly supersedes and excludes all other express or implied warranties (including but not limited to merchantability warranties, warranties applicable for a particular purpose, use or application), and all other obligations or liabilities of EYONGPV. EYONGPV shall not be responsible for personal injury or property damage, and shall not be liable for any other loss or damage caused by or associated with the PANEL((including but not limited to any defects, any defects arising from the use and installation of the PANEL). In any case, EYONGPV shall not be liable for incidental, consequential or special damages arising. EYONGPV shall not be liable for any loss of performance, production, earnings or profits. if EYONGPV is liable for damage or other liability, EYONGPV shall not accumulate more than the invoice value of a single PANEL paid by the client.

(1) After the delivery of ETFE SUNPOWER SOLAR PANEL under this warranty, if the EYONGPV provides additional PANEL for the fulfillment of the warranty obligations, the provision of these additional PANELs will not entail a new guarantee obligation and will not extend the scope of the original warranty.

(2) EYONGPV takes replacement warranties, the replacement of the PANELs is owned by EYONGPV.

(3) EYONGPV reserves the right to provide another PANEL (model, size, color, shape may differ from the original) to the buyer if the model of the problem PANEL has ceased to be produced if the buyer has made a quality assurance request.

#### **5. Fulfillment Of Warranty**

If the customer believes that a valid warranty requirement can be made under "ETFE SUNPOWER SOLAR PANEL's Limited Warranty", the written notice should be sent directly to the following address of EYONGPV in the form of a registered letter or by e-mail to the following EYONGPV e-mail address. The customer shall enclose the warranty, the corresponding PANEL serial number and the date of purchase. Customer should also provide a seal or signed invoice that clearly shows the date of purchase, the purchase price, the PANEL model, EYONGPV, or its distributor as evidence. If EYONGPV does not issue a written authorization in advance, the returned ETFE SUNPOWER SOLAR PANEL will not be accepted. Under the "Limited Warranty" and "Limited Peak Power Warranty", the customer's return of the PANEL and the re-shipment of the repaired or replaced PANELs are reasonable, and the usual sea or land transport costs borne by the customer.

#### **6. Divisibility**

If a part, a provision or a clause of this "ETFE SUNPOWER SOLAR PANEL Limited Warranty", or its application to a person or the environment is deemed to be invalid or unenforceable, shall not affect all the rest, provision, clause or their application of "ETFE SUNPOWER SOLAR PANEL Limited Warranty", for which purpose, it should be considered divisible.

**EYONGPV LIMITED**

**Signature:**

