

Limited Warranty for PV Modules

1. Limited Product Warranty – Five Years Repair, Replacement or Refund Remedy

EYONGPV LIMITED (MAKER) warrants its Photovoltaic Solar Modules (MODULES), including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If MODULES fail to conform to this warranty, during the period ending Sixty (60) months from the date of sale as shown in the invoice to the first consumer customer of the MAKER product (CUSTOMER), MAKER will, at its option, either repair or replace the product, or refund the purchase price as paid by the CUSTOMER. The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the Sixty(60) months 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

10 years

If, within a period of ten (10) years from the date shown in the invoice to the CUSTOMER any MODULE(s) exhibits a power output less than 90 % of the minimum “Peak Power at STC”¹⁾ as specified at the date of invoice in MAKER’s Product Information Sheet, provided that such loss in power is determined by MAKER (at its sole and absolute discretion) to be due to defects in material or workmanship, MAKER will replace such loss in power by either providing additional MODULES to the CUSTOMER to make up for such loss in power, or by repairing or replacing the defective MODULE(s), or by refunding the Purchase Price at the option of MAKER.

20 years

If, within a period of twenty (20) years from the date shown in the invoice to the CUSTOMER any MODULE(s) exhibits a power output less than 80 % of the minimum “Peak Power at STC”¹⁾ as specified at the date of invoice in MAKER’s Product Information Sheet, provided that such loss in power is determined by MAKER (at its sole and absolute discretion) to be due to defects in material or workmanship, MAKER will replace such loss in power by either providing additional MODULES to the CUSTOMER to make up for such loss in power, or by repairing or replacing the defective MODULE(s), or by refunding the Purchase Price at the option of MAKER.

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) The “Limited Product Warranties” and the “Limited Peak Power Warranties” do not apply to any MODULES which have been subjected to:

*Misuse, abuse, neglect or accident;

*Alteration, improper installation or application;

- *Non-observance of MAKER's installation and maintenance instructions;
- *Repair or modifications by someone other than a qualified service technician;
- *Power failure surges, lighting, flood, fire, accidental breakage or other events outside MAKER's control.

(3) Both, the "Limited Product Warranties" and "Limited Peak Power Warranties" do not cover any transportation charge, customs clearance or any other costs for return of the MODULES, or for reshipment of any repaired or replaced MODULES, or costs associated with installation, removal or reinstallation of the PV-modules.

(4) Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed or made illegible.

4. Obtaining Warranty Performance

If the CUSTOMER feels a justified claim covered by this "Limited Warranties for PV Modules", an immediate notification directly to MAKER shall be filed by mailing a [registered/certified] letter in writing to the address of MAKER listed hereunder, or, sending an email letter to the email account of MAKER listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) 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 MAKER.

5. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as TÜV Rheinland shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party. The final explanation right shall be borne by MAKER.

6. Various

The repair or replacement of the MODULES or the supply of additional MODULES 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 MODULES shall become the property of MAKER made for their disposal. MAKER has the right to deliver another type (different in size, color, shape and/or power) in case MAKER discontinued producing the replaced MODULES at that time.

7. Warranty to other consumer customers

This warranty is available to not only the first consumer customer but also other consumer customers of the MODULES.

8. Language

The understanding of this warranty should be based on English content.

9. Validity

This "Limited Power Warranty for PV Modules" is valid for all MODULES dispatched from year of 2022.

"Peak Power at STC" is the power in Watt peak that a PV-module generates in its Maximum Power Point. "STC"

are as follows

- (a) light spectrum of AM 1.5
- (b) an irradiation of 1000 W per square meter.
- (c) a cell temperature of 25 degree centigrade at right angle irradiation

The measurements are carried out in accordance with IEC 61215.

EYONGPV