



# WANXIANG NEW ENERGY

## Limited Warranty

Wanxiang New Energy LLC (“WNE”) hereby grants the following Limited Warranty to the original customer installing (for its own use) (the “Buyer”) all of the specified models listed below (the “Products”):

### 1) Warranted Products

This Limited Warranty shall only apply to the following Products:

#### a) Polycrystalline Products

WXS210P-US thru WXS340P-US  
WXS210P6-US thru WXS290P6-US  
WXS280P7-US thru WXS340P7-US

#### b) Monocrystalline Products

WXS260M6-US thru WXS320M6-US  
WXS320M7-US thru WXS380M7-US

### 2) Warranty

#### a) 5 Year Limited Materials and Workmanship Warranty

WNE warrants that for a period of five years commencing on the Warranty Start Date (Section 3) the Product(s)

- will be free from defects in design, material, workmanship or manufacture that materially impede their functioning.

Any deterioration in the appearance of the Product(s) (including, without limitation, any scratches, stains, mechanical wear, rust, optical deterioration, discoloration or mold) or any other changes to the Product(s) which occur after shipment from WNE, do not constitute a defect under this Limited Warranty. The rights of the Buyer under Sec. 2 b) and 2 c) shall remain unaffected.



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## b) 10 Year Limited Power Output Warranty

WNE warrants that for a period of ten (10) years commencing on the Warranty Start Date (Sect. 3), the PV module(s) shall exhibit a power output of 90% or greater of the Minimum Peak Power<sup>2</sup>

## c) 25 Year Limited Power Output Warranty

In addition, WNE warrants that for a period of twenty-five (25) years commencing on the Warranty Start Date (Sec. 3), the PV Module(s) shall exhibit a power output of 80% or greater of the Minimum Peak Power<sup>2</sup>.

<sup>1</sup> "Peak Power" is the power in watts that a PV Module generates at STC when new

<sup>2</sup> "Minimum Peak Power" = Peak Power minus the Peak Power Tolerance

Example: 300W panel, Tolerance  $\pm 3\%$  so  $300W \times 97\% = 291W$  Minimum Peak Power

## 3) Warranty Start Date

The Warranty Start Date is the date of shipment of the Product(s) to the Buyer or 12 months after the date of production of the Product(s) as indicated in the serial number (digit no. 6-11 (MMDDYY), starting from the left side of the serial number), whichever date is earlier.

## 4) Exclusions and Limitations

The aforementioned "Limited Warranty" does not apply to any Products which have been subjected to:

- a) Failure to comply with WNE's installation manual applicable during the Validity of this Limited Warranty pursuant to Sec 10.
- b) Warranty claims filed outside of the applicable Warranty period.
- c) Installation, repair, attachment to, modification or movement of a WNE solar system by a non-Wanxiang approved technician;
- d) the Product's nameplate or serial number is changed or made illegible;
- e) installation on mobile units such as vehicles, ships or offshore-structures;
- f) marine or tropical environment;
- g) exposure to voltage in excess to the maximum system voltage or power surges;
- h) defective components in the construction on which the module is mounted and/or wired;
- i) exposure to mold discoloration or similar external effects;
- j) exposure to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, abuse, neglect, unauthorized modifications or connections, unauthorized



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- opening, unauthorized spare parts, accidental breakage, force of nature (such as lightning strike, earthquake, hail), influence from chemical products or other acts beyond WNE's reasonable control (including damage by fire, flood, transportation issues, pest damage, etc.);
- k) use of the Products in such a manner as to infringe WNE's or any third party's intellectual property rights (e.g. patents, trademarks).

## 5) Repair, Replacement or Refund Remedy

- a) As Buyer's sole and exclusive remedy under this Limited Warranty WNE will, at its sole discretion, either, with regard to the applicable Product:
- i) refund the lower of current market price or purchase price of the relevant Product(s); or
  - ii) repair the defective Product(s) at no charge (subject to the following paragraph); or
  - iii) replace the defective Product(s) with a, Wanxiang specified, reconditioned or new panel at no charge (subject to the following paragraph).
  - iv) Send additional, Wanxiang specified, panels to make up the power loss in 2 b) or 2 c).

In the event that WNE opts for options ii), iii) or iv), the Buyer shall bear all insurance and transportation charges, customs clearance and any other costs for returning the defective Product(s) to WNE and shipping the repaired or replaced Product(s) to Buyer. The costs and expenses for the removal, installation or reinstallation shall remain with Buyer.

- b) Any repair or replacement of an affected product shall not increase the applicable warranty period.
- c) All power testing will be done at WNE in Rockford, IL or a certified testing facility at the buyer's expense.

## 6) Limitation of Warranty Scope

Subject to the limitations under applicable law, 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 WNE, unless such other warranties, obligations or liabilities are expressly agreed to in writing signed and approved by WNE.

WNE 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 module, or from use or installation.



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Under no circumstances shall WNE be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, loss of revenues is therefore specifically but without limitation excluded.

WNE aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price paid to WNE by the customer, for the unit of product.

## 7) **Obtaining Warranty Performance**

If Buyer has a justified claim covered by this Limited Warranty, Buyer should immediately send such written notification to WNE, directly. In addition, Buyer must enclose evidence of the date of shipment of the PV module. The return of any PV modules will not be accepted unless prior written authorization has been given by WNE. All claims, questions or concerns under this Limited Warranty must be delivered to Wanxiang New Energy at 5985 Logistics Parkway, Rockford, IL 61109.

## 8) **Disputes**

Any claim or dispute arising under or in connection with this warranty certificate must be brought in the courts of The State of Illinois, USA. All fees and expenses shall be borne by the losing party pursuant to a final non-appealable decision by a court of competent jurisdiction.

## 9) **Force Majeure**

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

## 10) **Validity**

This limited warranty is valid for all specified modules (Sec. 1) shipped from WNE's plant in Rockford, IL from January 1<sup>st</sup> 2019 to December 31<sup>st</sup> 2019.