

Limited Warranty for PV Modules

Subject to the conditions, exclusions and limitations set forth below, Csunpower Technology (Nanjing) Co., Ltd. (“CSP”) hereby grants the following Limited Warranty for PV Modules (the “Limited Warranty”) to the end user purchaser (the “Customer”) installing (for its own use) any of CSP brand photovoltaic modules listed below (the “Product(s)”):

1. Warranted Products

- CSP17-72HBxxxW (xxx=410-430, in step of 5)
- CSP17-60HBxxxW (xxx=340-355, in step of 5)
- CSP16-72HBxxxW (xxx=375-405, in step of 5)
- CSP16-60HBxxxW (xxx=315-335, in step of 5)
- CSP17-72HxxxW (xxx=420-450, in step of 5)
- CSP17-60HxxxW (xxx=355-375, in step of 5)
- CSP16-72HxxxW (xxx=385-415, in step of 5)
- CSP16-60HxxxW (xxx=325-345, in step of 5)

H - Half-cell module.

B - All black module

Types of Products include but not limited to the above.

2. 12-Year Limited Product Warranty

CSP warrants the Product(s) to be free from serious visual defects in or abnormal performance caused by materials and workmanship which defined in IEC61215, IEC61730 and UL1703 under normal application and use, installation and service conditions as specified in CSP’s installation manual for a period of twelve (12) years from Warranty Start Date (as defined below). Claims under this warranty will be honored only if the Customer can provide the proof that the said serious visual defects or abnormal performance result exclusively from defects in materials or workmanship during the twelve-year period of this warranty under normal application, use, installation and service conditions specified in CSP’s Installation Manual.

Note: 12-Year Limited Product Warranty just includes types of materials of standardized CSP products and does not include types of materials provided or appointed by customers.

3. Limited Power Output Warranty

- A. For Product(s) under normal application, use, installation and service conditions as specified in CSP’s

Installation Manual, CSP warrants that the output power is as follows:

- i. For Monocrystalline Product(s): within the first year, the output power shall not be less than 98% of the minimum output power in CSP's product datasheet, and thereafter the loss of output power shall not exceed 0.55% per year, ending with 84.8% in the 25th year.
 - ii. For Polycrystalline Products: within the first year, the output power shall not be less than 98 % of the minimum output power in CSP's product datasheet, and thereafter the loss of output power shall not exceed 0.5% per year, ending with 86% in the 25th year.
- B. The DC power of a Product shall be tested at Standard Test Conditions (STC) by the third party accredited by CSP (should be the same party with CSP applied) which are: [a] light spectrum of AM 1.5, [b] an irradiation of 1,000 Watts per square meter and [c] temperature of 25±2 degrees Centigrade. The measurements are carried out at the junction box terminals per the calibration and testing standards of CSP valid at the date of manufacture of the Product(s) in accordance with IEC61215, IEC61730 and UL1703. The extended measurement uncertainty (Pmpp) is 0~+5W. (This clause shall apply only if the Customer provides a qualified third party's test report proving that the output power is not up to the standard.)

4. Warranty Start Date

The effective date of the Limited Warranty shall be defined as ninety (90) days after CSP's delivery date or the first installation date, whichever is earlier.

5. Exclusions and Limitations

- A. Warranty claims shall be filed in writing to CSP or its authorized distributor within the applicable warranty period.
- B. The Limited Warranty does not apply to any Product(s) which has been subjected to:
 - i. Alteration, repair or modification without the expressed, prior written consent of CSP.
 - ii. Removal of Product(s) and reinstallation at a new site.
 - iii. Non-observance of CSP's Installation Manual. (Particularly in the installation and maintenance, the Product(s) is subject to violent collision and trampled by the operator, and products are collided, scratched or squeezed.)
 - iv. Misuse, abuse, neglect, or accident in storage, transportation, handling, installation, application, use or service.
 - v. Electrical surges, lightning, flood, fire, vandalism, tampering, accidental breakage, mold discoloration, or other events beyond CSP's control, including without limitation any technological or physical event or condition that is not reasonably known or understood at the time CSP delivers the Product(s).
 - vi. Installation on mobile platforms or in a marine environment; direct contact with corrosive agents or salt water; pest damage; or malfunctioning PV system components and other operating conditions, which

are not expressly allowed in the Installation and User Manual.

vii. Alteration, removal or obliteration of the original Product label.

- C. Warranty claim will not be honored if the type or serial number of the Product(s) has been altered, removed or made illegible.
- D. This Limited Warranty only applies for the conforming Product(s).
- E. Any additional Product(s) provided, and any Product(s) repaired or replaced, by CSP under a warranty claim shall be covered by the same Limited Warranty as the first Product(s) purchased that is the subject of the claim; no warranty periods or terms shall be extended because of a warranty claim or remedy. CSP shall make commercially reasonable efforts to replace defective Product(s) with new or refurbished Product(s) of the same or similar size and aesthetics but reserves the right to deliver another Product type in the event that CSP has discontinued production of the Product type that is the subject of the warranty claim provided, and that such other Product type is compatible to the Customer's PV System. Replaced Product(s) and parts shall become the property of CSP.

6. Repair, Replacement or Refund Remedy

- A. If a Product(s) under normal application, use, installation, and service conditions, fails to conform to this 12-Year Limited Product Warranty during this twelve-year period, as the Customer's sole and exclusive remedy under this Limited Warranty, CSP will, in its sole discretion, either, with regard to the applicable Product(s):
 - i. Refund the Actual Cash Value of the defective Product(s) or the current market price of the relevant new Product(s). For this purpose the Actual Cash Value is defined as the price at the time of purchase of the Product(s) from CSP reduced by an amount equal to 3.5% of that price per each 365 day period (and 16% of that price for the first year) following Warranty Start Date until the conclusion of the twenty-fifth period;
 - ii. Repair the defective Product(s) at no charge; or replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge.
- B. If a Product fails to conform to the Limited Power Output Warranty during the warranty period and if such decrease in power is due to defects in materials or workmanship under normal application, use and service conditions, as the Customer's sole and exclusive remedy under this Limited Warranty, CSP will, in its sole discretion, either, with regard to the applicable Products.
 - i. Repair the defective Product(s) at no charge; or replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge;
 - ii. Providing the Customer with additional Product(s) to make up for such decrease in power, provided, it is possible for the Customer to mount such additional Product(s); or
 - iii. Refunding the decrease in power, based on the Actual Cash Value.

In the event that CSP opts for options A(ii) or B(i) or B(ii), CSP shall bear all insurance and transportation

charges (except air freight), customs clearance and any other costs for returning the defective Product(s) to CSP and shipping the repaired or replaced Product(s) to the Customer. The costs and expenses for their removal, installation or reinstallation shall remain with the Customer.

7. Not Independent Warranties

The Customer has the right to pursue claims under each of the warranties set forth above; provided, however, that if claims arise under multiple limited warranties from a single incident, then if CSP remedies such incidents as set forth above, CSP shall be deemed to have resolved all applicable warranty claims arising from such incident.

8. Limitation of Warranty Scope

This Limited Warranty 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 CSP, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by CSP. CSP 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(s), including, without limitation, any defects in the Product(s), or from use or installation. Under no circumstances shall CSP 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. CSP's liability, if any, in damages or otherwise, shall not exceed the Actual Cash Value of the Product(s) which is the subject of claim or dispute.

9. Negotiability

This warranty is extended to the end-user purchaser. It is transferable to any subsequent owner of the location or subsequent holder of the Product(s) as long as the Product(s) remain at their original installed location upon satisfactory proof of succession or assignment.

10. Obtaining Warranty Performance

A. In order to obtain warranty service under the Limited Warranty, the Customer should promptly notify CSP or its authorized distributor. Together with the notification, the Customer should enclose the evidence of the claim, such as the description of the defect, the complete serial number printed on the module label, the picture of the bar code, a copy of commercial invoice and the delivery date of its Product(s). Should the Product(s) be returned for inspection, repair or replacement by CSP, CSP will provide the Customer a Return Merchandise Authorization (RMA). CSP will not accept the return of any modules without a RMA.

B. If CSP determines that the Product(s) is not defective or that a performance deficit is not covered

under this warranty, CSP will return the Product(s) to the Customer at the Customer's expense and will have no further obligation for the repair, replacement, or refund.

11. Force Majeure

CSP shall not be in any way responsible or liable to the Customer or any third party for matters arising from any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to fire, flood, blizzard, hurricane, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labor or materials and other events which are out of control of CSP.

12. Validity

This "Limited Warranty for PV Modules" is valid for Product(s) dispatched from CSP between Jan. 1st 2020 and Dec. 31st 2020.

Customer service

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