



## LIMITED WARRANTY

Tangshan Jingxin Science and Technology Co., Ltd (hereafter "JXSOLAR") provides hereby following limited warranty on the terrestrial photovoltaic modules produced by it ("modules" hereafter), according to the items stipulated below.

### **1. LIMITED WARRANTY OF MATERIAL AND WORKMANSHIP ("PRODUCT WARRANTY" HEREAFTER)**

JXSOLAR warrants that the modules are free from defects in material and workmanship under normal conditions of use, installation, and maintenance, within a period of 10 years as from the date of delivery. If a module is found defective in material and for workmanship, JXSOLAR will, at its sole discretion, repair or replace the module, or refund the purchase price within the above specified period. JXSOLAR will handle the transportation of the defective solar modules. Repair, replacement, and refund of the purchase price are the only and exclusive performances guaranteed under this Product Warranty which is limited to the above specified period.

### **2. LIMITED WARRANTY OF OUTPUT ("OUTPUT WARRANTY" HEREAFTER)**

JXSOLAR warrants that if (a) module delivers less than 90% of the minimal output specified at delivery within a period of 12 years as from the date of delivery. Or (b) a module delivers less than 80% of the minimal output specified at delivery within a period of 25 years as from the date of delivery, JXSOLAR will, at its sole discretion, repair or replace the module, or deliver additional module(s) to compensate the loss of the output, provided that such a loss of output is attributable to defects in material and for workmanship by the diagnosis of JXSOLAR. Repair, replacement, and additional delivery are the only and exclusive performances guaranteed under this Output Warranty which is limited to the above specified period(s).



### 3. WARRANTY EXCLUSIONS AND LIMITATIONS

The above limited warranties are not applicable in case JXSOLAR determines, at its sole

discretion, that the module has been incorrectly operated, or inappropriately used, or exposed to accidents, or damaged by misuse, by modification, by unsuitable installation or use, by negligence with storage, transport or handling, or repaired or modified-in whatever manner- by anyone other than JXSOLAR or its authorized third party. Further exclusions of the limited warranties include defects:

- caused by outer impacts, e.g. defective equipment part, appliances, system components like bypass diodes, connecting cables, inverters, or the like, which have been coupled with the module by anyone other than JXSOLAR, or caused by defective system design, configuration, or installation planning;
- caused by faulty wiring or installation, or faulty handling during these work;
- caused by operation in inappropriate environment or with inappropriate methods, which deviate from the instructions in product specification,| operational manual and label;
- caused by other external impacts such as mud on the front glass, pollution or damage due to smoke, acid rain, etc;
- caused by use on mobile objects such as automobiles, ship, etc;
- caused by force of nature, force majeure, or other unforeseeable circumstances outside of the range of the influence of JXSOLAR, for instance, earthquake, typhoon, whirlwind, volcanic eruption, flood, lightening, snow damage, etc.

The above warranties replace as well as exclude all other explicit or implicit warranties-including but not only including-those from commercial law(s) and those of the suitability for a particular application, and all other obligations and liabilities on the part of JXSOLAR



unless those warranties, obligations and liabilities disclaimed herein are otherwise explicitly pledged by JXSOLAR in written form. JXSOLAR is not liable for any incidental, consequential, or punitive losses and for damages.

#### **4. GENERAL TERMS**

JXSOLAR reserves the right to deliver another type of module with difference in size, form, color, and or output if the type of the reclaimed module is no longer produced at the time of complaint. The repair, replacement, or additional delivery of the module neither renews nor extends the period of the warranties. The replaced module is the property of JXSOLAR.

#### **5. OBTAINING WARRANTY PERFORMANCE**

If "the Customer" feels he/she has a justified claim covered by this limited Warranty. He/she must immediately notify the (a)dealer, who sold the PV-modules, or(b) any authorized JXSOLAR distributor, of the claim in writhing, or (c) send such notification directly to JXSOLAR. Together with the notification "the Customer" should enclose evidence of the date of sale on which the Solar Products have been purchased. If applicable, "the Customer's" dealer or distributor will give advice on handling the claim.

In case of a proven defect within the first ten years after the date of sale to the original end-user, JXSOLAR will repair or replace the defective product. All kinds of claimed modules are collected and warehoused at no cost at the site of JXSOLAR distributor. They will be collected several times during the year by JXSOLAR. The limited Warranties do not cover any transportation costs for return of the PV-modules, or for reshipment of any repaired or replaced PV-modules, or cost associated with installation, removal or reinstallation of the PV-modules. Warranty claims will not be honored if the type of serial number of the PV-modules have been altered, removed or made illegible.

#### **6. SEVERABILITY**



If a part, provision or clause of this Limited Warranty, 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 this Limited Warranty, and to this end such other parts, provisions, clauses or applications of this Limited Warranty shall be treated as severable.

## **7. DISPUTES**

No action, regardless of form, arising out of or in any way connected with this Limited Warranty, maybe brought against JXSOLAR more than one (1) year after the cause of action has accrued. In case of discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/Germany or TUV Rheinland in Cologne/Germany shall be involved to judge the claim finally.

## **8.CLAIMS**

If you believe that a claim is unambiguously justified, please inform JXOSLAR immediately.

Information on how to assert a claim and on how to return the module is enclosed here. JXSOLAR accepts no delivery of a reclaimed module without the explicit request from JXOSLAR itself.