



PERLIGHT

# Perlight Solar Co., Ltd. 宝利特新能源股份有限公司

*Warranty Terms 2009*

## Limited Warranty for PV Modules

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

Perlight Solar Co., Ltd. (Perlight Solar) 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 Perlight Solar product (CUSTOMER), Perlight Solar 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

#### ➤ 12 years

If, within a period of twelve (12) 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" (standard test conditions) as specified at the date of invoice in Perlight Solar's Product Information Sheet, provided that such loss in power is determined by Perlight Solar (at its sole and absolute discretion) to be due to defects in material or workmanship, Perlight Solar will replace such loss in power by either providing additional MODULES to the CUSTOMER to make up for such loss in power, or by replacing the defective MODULE(s) at the option of Perlight Solar.

#### ➤ 25 years

If, within a period of twenty-five (25) years from the date shown in the invoice to the CUSTOMER any MODULE(s) with a Nominal Power of at least exhibits a power output less than 80% of the minimum "Peak Power at STC" (standard test conditions) as specified at the date of invoice in Perlight Solar's Product Information Sheet, provided that such loss in power is determined by Perlight Solar (at its sole and absolute discretion) to be due to defects in material or workmanship, Perlight Solar will replace such loss in power by either providing additional MODULES to the CUSTOMER to make up for such loss in power or replacing the defective MODULE(s), at the option of Perlight Solar.

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:



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- ✧ Misuse, abuse, neglect or accident;
- ✧ Alteration, improper installation or application;
- ✧ Non-observance of Perlight Solar's installation and maintenance instructions;
- ✧ Repair or modifications by someone other than an approved service technician of Perlight Solar;
- ✧ Power failure surges, lightning, flood, fire, accidental breakage or other events outside Perlight Solar'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. Limitation of Warranty Scope

These "Limited Warranties for PV Modules" 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 Perlight Solar, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Perlight Solar. Perlight Solar 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 MODULES, including, without limitation, any defects in the MODULE, or from use or installation. Under no circumstances shall Perlight Solar be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. Perlight Solar's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER, for the single unit of MODULE.

#### 5. Obtaining Warranty Performance

If the CUSTOMER feels a justified claim covered by this "Limited Warranties for PV Modules", an immediate notification directly to Perlight Solar shall be filed by mailing a [registered/certified] letter in writing to the address of Perlight Solar listed hereunder, or, sending an email letter to the email account of Perlight Solar 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 Perlight Solar.

#### 6. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test-institute be negotiated by both party, shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by Perlight Solar.



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## 7. 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 Perlight Solar made for their disposal. Perlight Solar has the right to deliver another type ( different in size, color, shape and/or power ) in case Perlight Solar discontinued producing the replaced MODULES at the time of the claim.

## 8. Force Majeure

Perlight Solar 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 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 Perlight. In such cases, performance by Perlight of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

## 9. Validity

This "Limited Power Warranty for PV Modules" is valid for all MODULES dispatched between 1st January 2009 and 31st December 2009.

"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) A light spectrum of AM 1.5,
- (b) An irradiation of 1000W per m<sup>2</sup>,
- (c) A cell temperature of 25 degree centigrade at right angle irradiation. The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of Perlight Solar valid at the date of manufacture of the PV-modules.

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