

# Limited Warranty for PV modules

## (2018 Edition)

### 1 Limited Product Warranty

BaoDing Lightway Green Energy Technology Co., Ltd. (LIGHTWAY) warrants its Photovoltaic modules (Product) including factory-assembled DC connectors and cables, to be free from defects in materials and workmanship under normal application, installation, use and service conditions as specified in LIGHTWAY' s installation manual for a period of ten (10) years from the date of sale to the original purchaser (Customer) or at the latest 6 months after Product has been shipped from the LIGHTWAY factory, whichever occurs earlier (Warranty Start Date). In the event Product fails to conform to this warranty, LIGHTWAY will, at its option, either repair, replace, provision additional module(s) or refund the current market price of the non-conforming product to the customer (do not include the terminal customer)

The repair, replacement, providing additional module(s) or refund remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the ten (10) years period set forth here - in. Claims under this warranty will be honored only if the Customer can provide proof that the non-conforming product results exclusively from defects in materials and workmanship. For clarification purposes, any deterioration in the appearance of the product including scratches, stains, mechanical wear, rust, mold, and optical deterioration which occur after delivery to the Customer shall not qualify as a defect hereunder, if and to the extent such deterioration does not result in a material impairment of the functioning of the Product.

### 2 Limited Power Warranty

#### A: Definition of "Standard Test Condition"

The Term "STC" means a) An irradiation of 1000 watt per square meter (W/m<sup>2</sup>) b) Light spectrum of Air Mass (AM) 1.5 c) A cell temperature of 25 degree centigrade ( ° C) at right angle irradiation.

The Term "Nominal Power"(P<sub>0</sub>) means the power in watt (Wp) on the original nameplate of the module(s), which does not contain positive tolerances. The Term "actual output power "(P<sub>0t</sub>) refers to the peak power of the module after excluding the test error at some time after the start date of the warranty at STC. The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of LIGHTWAY in effect on the date of manufacture of the modules. LIGHTWAY' s calibration standards shall be in compliance with then-current standards applied by international institutions accredited for this purpose.

Calculation formula of attenuation rate=  $(1-P_{0t}/P_0)*100\%$

#### B: Limited Power warranty

LLIGHTWAY to provide power for its product quality assurance

of twenty-five (25) years limited warranty as follows:

LIGHTWAY additionally warrants for the Poly modules that; for the first year from the Warranty Start Date, any PV-module(s) under normal application, use, installation and service condition as specified in LIGHTWAY' s installation manual, exhibits a power output no less than 97.5% of the NOMINAL POWER AT STC, from the second year to twenty-five years from the date of sale to the Customer, the power output will decline annually by no more than 0.7% of the NOMINAL POWER AT STC. So by the end of 25 years, at least 80.7% of NOMINAL POWER AT STC can be achieved.

LIGHTWAY additionally warrants for the mono modules that; for the first year from the Warranty Start Date, any PV-module(s) under normal application, use, installation and service condition as specified in LIGHTWAY' s installation manual, exhibits a power output no less than 97% of the NOMINAL POWER AT STC, from the second year to twenty-five years from the date of sale to the Customer, the power output will decline annually by no more than 0.7% of the NOMINAL POWER AT STC. So by the end of 25 years, at least 80.2% of NOMINAL POWER AT STC can be achieved.

### 3 Exclusions and Limitations

1)The Limited Warranties do not apply to any PV - module(s) which in LIGHTWAY' s absolute judgment have been subjected to:

- Misuse, abuse, neglect or accident;
- Alternation, improper installation or application;
- Non - observance of LIGHTWAY' s installation and maintenance instructions;
- Repair or modifications by someone other than an approved service technician of LIGHTWAY;
- Power failure surges, lighting, flood, fire, accidental breakage or other events that are outside LIGHTWAY' s control.
- Warranty claims will not be honored if the type or serial number of the PV - modules have been altered, removed or made illegible.
- Not 100% payment received by Lightway

2)Warranty claims must in any event be received within the applicable warranty period.

3) Claims due to loss of profit, compensation for loss of use, indirect damage and claims due to damage occurring exterior to the modules are not covered by this Limited Warranty.

### 4 Obtaining Warranty Performance

A: If the Customer has a justified claim covered by this limited warranty, the Customer must immediately write a report of a warranty case. The report shall include the following information:

(a) Name and address of the END - CUSTOMER and INSTALLER ;

(b) Address of the place of installation of the respective PV module, in as far as the same differs from the

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address of the END CUSTOMER;

- (c) The dealer, who sold the PV - module(s), or any authorized LIGHTWAY distributor of the claim in writing,
- (d) A copy of the purchase agreement or installation agreement ;
- (e) An invoice with clear indication of the purchase date, purchase price, and module type.
- (f) Quantity and the serial number of PV module(s) affected ;
- (g) A description of the claimed defect.
  - In particular, regarding a material defect; if possible picture of the defective PV module(s) which show the defect. The stamp or signature of LIGHTWAY or its distributors should also be submitted as part of the evidence.
  - In the case of a low power output: information regarding the PV generator, the inverter, the circuitry (please see the installation documentation for this which you should have received from your INSTALLER) as well as the shadowing situation at the location (please include pictures, if possible)
- (h) The requested warranty performance

The report of a warranty case is to be addressed to one of the Service - /Contact - Addresses of Lightway.

If the module(s) will be returned to Lightway solar for inspection repair or replacement by Lightway solar. Lightway solar shall provide the customer with a Return Merchandise Authorization (RMA). However, Lightway solar will not accept a return of any module(s) without such RMA. In connection with both the limited product Warranty and Limited Power Warranty. Lightway solar may reimburse customer for reasonable customary and documented transportation charges by sea freight. For both the return of the module(s) and reshipment of any repair or replacement module(s). Only if such cost reimbursement is authorized by Lightway solar' s customer service Department in advance.

Lightway shall be entitled, in Lightway' s sole discretion upon written notice to Customer, to require that any breach of the Warranties alleged by Customer be reviewed by TUV Rheinland, TUV SUD or other neutral third party testing laboratory selected by Lightway and approved by Customer, such approval not to be unreasonably withheld or delayed ("Independent Testing Lab"). The power measurement tolerance of any testing equipment utilized by any Independent Testing Lab in performing tests required by this section shall be disclosed in writing to both Parties prior to performance of any such tests and shall be reflected in any final test results provided by the Independent Testing Lab. The determination by an Independent Testing Lab as to whether a breach has occurred shall be final and conclusive with respect to the matters covered by such determination.

#### B: Limited remedies

In Lightway' s sole discretion, Lightway shall repair, replace or provide additional modules compensating for the related power loss for any module which causes a breach of the Warranties. Additional, repaired or replacement modules shall be delivered to the same destination and on the same INCOTERMS 2010 delivery basis that the original module causing breach of the Warranties was delivered under the purchase agreement to which this Limited Warranty applies. Replaced modules received by Lightway shall be the sole property of Lightway. Lightway shall be solely responsible for all shipping costs incurred performing its additional supply, repair or replacement obligations. Additional or replacement

modules shall be of the same type and physical form as the original module, electrically compatible with the original module, and have an electrical output of not less than the warranted power output of the original module at the time of supply or replacement. Notwithstanding the foregoing, if Lightway no longer supplies modules meeting the foregoing criteria, then additional or replacement modules provided shall be those modules then supplied by Lightway most substantially meeting the foregoing criteria. Lightway' s performance of any repair, replacement or additional supply shall not extend the term of any Warranties.

Under no circumstances will either party be liable to the other party or its affiliates, officers, directors, employees, stockholders, agents or representatives for any special, incidental, indirect, punitive or consequential damages, costs or expenses (Including but not limited to, lost profits, lost revenues, loss of business and/or lost savings), arising under this agreement or concerning any products, even if such party has been advised of the possibility of such damages, costs or expenses. LIGHTWAY' s aggregate liability, if any, in damages and otherwise, shall not exceed the invoice value as paid by the Customer for the non-conforming Products.

## 5 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 the limited warranty, and to this end, such other parts, provisions, clauses or applications of this limited warranty shall be treated as severable.

## 6 Disputes

In case of any discrepancy in a warranty claim, a mutually agreed upon test institute shall be involved for the final judgment. All fees and expenses shall be borne by the losing party unless otherwise awarded.

## 7 Force majeure

LIGHTWAY shall not be in any way be responsible or liable to the Customer or any third - party arising out of any non - performance or delay in performance of any terms and conditions of sale, including this limited warranty, due to Acts of God; earthquakes, whirlwinds, floods, lightning, snow damage as well as war, riots, strikes, unavailability of suitable and sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the PV - modules or the claim.



### Customer Service Contact Information

Email : \_\_\_\_\_

Phone Number : \_\_\_\_\_

Address : \_\_\_\_\_

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