

ShenZhen XinHongHua LIMITED WARRANTY FOR PV MODULES

1. Limited Product Warranty – Three (3) Year Repair, Replacement or Refund Remedy

We warrant that for three (3) years from the date of delivery, its Photovoltaic modules ("PV modules") shall be free from defects in materials and workmanship under normal, application, installation, use and service conditions. If the PV modules fail to conform to this warranty, then for a period ending three(3) years from date of delivery to the original end-customer ("the Customer"), Sunnyworld will, at its option, either repair or replace the product, or refund the purchase price as paid by the Customer ("Purchase Price"). The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the three (3) year 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 Power Warranty).

2. Limited Power Warranty

a) Sunnyworld additionally warrants: If, within ten (10) years from date of delivery to the Customer any PV module(s) exhibits a power output less than 90% of the Minimum Peak Power as specified at the date of delivery in Sunnyworld's Product datasheet, provided that such loss in power is determined by Sunnyworld (at its sole and absolute discretion) to be due to defects in material or workmanship Sunnyworld will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules, at the option of Sunnyworld

b) Sunnyworld additionally warrants: If, within twenty five (25) years from date of delivery to the Customer any PV module(s) exhibits a power output less than 80% of the Minimum Peak Power as specified at the date of delivery in Sunnyworld's Product datasheet, provided that such loss in power is determined by Sunnyworld (at its sole and absolute discretion) to be due to defects in material or workmanship Sunnyworld will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules, at the option of Sunnyworld.

3. Exclusions and limitations

- a) Warranty claims must in any event be filed within the applicable Warranty period.
- b) The Limited Warranties do not apply to any PV modules which in Sunnyworld's absolute judgment have been subjected to: misuse, abuse, neglect or accident; alteration, improper installation or application; non-observance of Sunnyworld's installation, users and/or maintenance instructions; repair or modifications by someone other than an approved service technician of Sunnyworld; power failure surges, lightning, flood, fire, accidental breakage or other events outside Sunnyworld's control.

1 "Peak power" is the power in peak watts that a PV module generates at STC (Standard Test conditions: Irradiance of 1000 W/m², light spectrum AM 1.5g and a cell temperature of 25 degrees C)

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- c) 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.
- d) When used on a mobile platform of any type, the Limited Power Warranty, applying to any of the PV modules shall be limited to twelve (12) years as per the provisions of clause 2(a) hereof.
- e) Warranty claims will not apply if the type or serial number of the PV modules is altered, removed or made illegible.

4. 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 SUNNYWORLD, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY SUNNYWORLD. SUNNYWORLD 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. UNDER NO CIRCUMSTANCES SHALL SUNNYWORLD BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED.

SUNNYWORLD'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO SUNNYWORLD BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM.

SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.