

Gain Solar P Type Mono Module Limited Warranty



BAODING JIASHENG PHOTOVOLTAIC TECHNOLOGY Co.,LTD. (Hereby "GAIN SOLAR") provides the following Limited Product Warranty and Limited Power Warranty (collectively, the "Limited Warranty") with respect to its photovoltaic module products ("PV Modules" or "Modules"), subject to the conditions, exclusions and limitations set forth below.

1. LIMITED PRODUCT WARRANTY

Gain Solar warrants to the purchaser (the "Customer") that PV Modules shall be free from defects in materials and workmanship under normal application, use and service conditions during a period of twelve (12) years, beginning on the earlier of: i) the date such Modules were purchased; or ii) one (1) year anniversary from the production date (the "Warranty Start Date"). If a PV Module fails to conform to this Limited Product Warranty during this twelve-year period, Gain Solar will, at its reasonable option, either (a) repair or replace the defective PV Module or parts without any charges, or (b) refund to the Customer at the current comparable market price of such Module, at the Customer's claim.

This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under the Limited Power Warranty below.

2. LIMITED POWER WARRANTY

A. Limited 25-Year linear Power Warranty:

Gain Solar further warrants that if, within twenty-five (25) years after the Warranty Start Date, the degradation of the power output in the first year shall not exceed 2.50% of the minimum labeled power output, which was originally stipulated on the label of PV Modules; the degradation in every subsequent year shall not exceed 0.60% of the minimum labeled power output. If the power output decline, which was beyond the anticipated natural decline (as set forth in the scheduled Power Output identified in Section C) was due to defects in materials or workmanship under normal application, use and service conditions, Gain Solar will remedy such decline in power, at its reasonable option, either:

(a) repair or replace the defective PV Module or parts without any charges;

(b) provide the Customer with additional PV Module(s) to make up for such decline of power output so that the total power out, which was amounted up by the original one(s) and additional one(s) can equal or exceed the value in Power Output Schedule, provided, it is feasible for the Customer to install such additional PV Module(s);

or (c) refund the difference between the actual power output of the PV Module and the value in Power Output Schedule, based on the comparable current market price at the Customer's claim.

B. Test Condition

For purposes of determining PV Module power output, measurements shall be based on, or normalized to, standard test conditions of 1000W/m² irradiance, 25 °C cell temperature, and AM 1.5 light spectrum. Measurements shall be made in accordance with IEC 60904, and shall account for measurement system error in accordance with EN 50380. Moreover, using the similar calibration module as the type used by Gain Solar to calibrate the sun simulator possible, and conducting the power output test in well-known third party lab possible as well. In the meanwhile, recording the Electroluminescence cell debris detection image before the transportation and testing of the sample. The selection of the sample and third party lab shall be determined by both parties to avoid any possible disputes afterwards.

*Warranty start date: With regard to direct purchase without distribution, warranty start date shall be the date agreed in a contract or the issuing date on the original invoice; In the event of resale or long storage, there shall be a default grace period before the modules are installed. However, the period shall not exceed one year after the recorded factory date on Gain Solar inventory records.

C. Power Output Schedule

Period in Years from Warranty Start Date	Minimum Power Output at the end of each year
0	100.00%
1	97.50%
2	96.90%
3	96.30%
4	95.70%
5	95.10%
6	94.50%
7	93.90%
8	93.30%
9	92.70%
10	92.10%
11	91.50%
12	90.90%
13	90.30%
14	89.70%
15	89.10%
16	88.50%
17	87.90%
18	87.30%
19	86.70%
20	86.10%
21	85.50%
22	84.90%
23	84.30%
24	83.70%
25	83.10%

3. GENERAL CONDITIONS, EXCLUSIONS AND LIMITATIONS

A. In no event shall the warranty period of any implied warranties be beyond the applicable warranty period identified in sections 1 or 2, above. Some countries, states or jurisdictions may not recognize limitations on warranty periods, so the above limitation may not apply to you. This warranty gives you specific legal rights as a Customer, and it will not prevent you from having additional rights based on laws, which may vary from jurisdiction to jurisdiction. Neither seller of the PV Modules nor any other person is authorized to make any warranties other than those set forth herein, or to extend the warranty periods set forth above, on behalf of Gain Solar.

B. Claims under the Limited Warranty must be filed within the applicable warranty period for the Limited Warranty to be valid. The sales receipt from the first Customer purchase, or other reasonable documentary proof, is required in order to establish the Warranty Start Date.

C. The Limited Warranty is offered only to the original Customer and any person to whom the title(s) of the Module(s) was transferred, provided that the PV Modules remain installed at the site where they were originally installed, (each, a "Claimant").

D. The beneficiary of the Limited Warranty is the owner of the module(s), which could be either the first-hand purchaser, which means the original customer, or the final owner after transfers. It is to say that the Limited Warranty concerns directly with the PV Module(s), which can be transferred and then automatically gained without connection with the ownership of the power station where the modules are installed or the transfer of the modules. The Limited Warranty shall not revoke any indirect product liability and other cooperating obligations during

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GAIN SOLAR PV MODULE

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the sub purchasing process.

E. THE LIMITED WARRANTY SHALL NOT APPLY TO THE FOLLOWING SCENARIOS:

- The payment has not been fulfilled without acceptable reason according to contract or after communication before the application of the Limited Warranty services;
- The Module(s) has been alternated, repaired or modified without the expressed, prior written consent of Gain Solar;
- The Module(s) has been relocated at a new site, other than the original installation site;
- Non-compliance with the Gain Solar' s Installation and User Manual;
- Misuse, abuse, neglect, or accident in storage, transportation, handling, installation, application, use or service.
- Electrical surges, lightning, flood, fire, vandalism, tampering, accidental breakage, module discoloration, or other events reasonably beyond Gain Solar' s control;
- 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.
- Alteration, removal or obliteration of the original PV Module label.

In addition, the Limited Warranty does not cover cosmetic blemishes associated with installation, or the normal wear and tear of PV Modules. Disputes on optical appearance difference of/between individual Module(s) during acceptance inspection period is not accepted by Gain Solar, and Gain Solar only provides reasonable exchange at cost of Customer in case that resale of replaced module(s) with disputes is not affected by Customer.

F. The Limited Warranty does not cover PV Module installation and removal of defective PV Modules, or re-installation of the repaired, replaced or additional PV Modules, as well as the costs of any of the foregoing; and do not cover any other costs, lost profits or lost revenues associated with the performance or non-performance of defective PV Modules; provided, however, that for the accepted warranty claims, Gain Solar shall be responsible for reasonable costs associated with transporting defective, repaired, replacement or additional PV Modules from and back to Claimant.

G. Any additional PV Modules provided, and any PV Modules repaired or replaced, by Gain Solar under a warranty claim shall be covered by the same Limited Warranties and terms as the original PV Modules purchased that were the subject of the claim; no warranty periods or terms shall be extended because of a warranty claim or remedy. Gain Solar shall make commercially reasonable efforts to replace defective PV Modules with new or refurbished PV modules of the same or similar size and appearance, but reserves the right to deliver another PV Module type in the event that Gain Solar has discontinued production of the PV Module type that is the subject of the warranty claim provided, that such other PV Module type is compatible to the Customer' s PV System. Replaced PV Modules and parts shall become the property of Gain Solar.

H. For EU: Notwithstanding anything to the contrary in this Limited Warranty, in the case that the PV Modules are subject to the Undertaking Agreement (as defined below), any replacement of the PV Modules due to warranty claims shall be subjected to the arrangements as stipulated in the Undertaking Agreement and/or other instructions enacted by European Commission. Gain Solar hereby reserves its right to determine in accordance with the requirements of the Undertaking Agreement whether to replace the defected PV Modules or to refund the Customer an amount equal to the original price of defected PV Modules. The "Undertaking Agreement" refers to (EU) Regulation No.423/2013 of 2 August 2013 "accepting an undertaking offered in connection with the anti-dumping proceeding concerning imports of crystalline silicon photovoltaic modules and key components (i.e. cells and wafers) originating in or consigned from the People' s Republic of China" which exempts importer from paying anti-dumping duty on condition that net selling price will not be lower than a certain minimum import price accompanied with other undertaking obligations.

4. OBTAINING WARRANTY SERVICE

To obtain warranty service, the Customer or other Claimants should promptly contact the seller from which they purchased the PV Modules, who will then provide instructions and forms for filing the claim. If such seller no longer exists or cannot be reached, the Customer or other Claimant may contact Gain Solar directly as indicated through our website, www.gainsolar.com. Gain Solar will not accept the return of alleged defective PV Modules as well as payable.

logistics expenses. Unless prior written authorization has been provided by Gain Solar generally (e.g. replacement agreement or email commitment from Gain Solar). Unless otherwise indicated, PV Modules that have been authorized for return by Gain Solar shall be shipped to a local Customer Service Center as designated by Gain Solar. Under the condition Gain picks up the replaced modules itself, the Customer shall properly pack and store the modules to be replaced. In the event that a claim is rejected by Gain Solar, the Claimant is entitled to challenge the results by appealing to an accredited testing laboratory. If there is any special agreement between Gain Solar and the Customer, the Customer shall explicitly inform Gain Solar and submit such agreement or evidence before applying the Limited Warranty Service.

5. EXCLUSIVE REMEDIES LIMITATION OF LIABILITY

The Limited Product and Limited Power Warranties set forth herein shall be the sole and exclusive warranties granted by Gain Solar, and shall be the sole and exclusive remedies available to the Customer or other Claimant for any breach of warranty, express or implied. Provision of remedies, in the manner and for the periods described herein, shall constitute all the liabilities and responsibilities of Gain Solar to the Customer and each other Claimant with respect to the PV Modules. In no event will Gain Solar be liable for any consequential, incidental, special or punitive damages arising from or out of the PV Modules or their installation, use, performance or non-performance, or any defect or breach of warranty, whether based on contract, warranty, negligence, strict liability, or any other theory. Damages for loss of use, loss of profits, loss of revenues and loss of production are specifically disclaimed. Some States or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Under no circumstances shall Gain Solar' s liability for nonconforming PV Modules exceed the purchase price paid by the customer for the particular PV modules involved, plus reasonable transportation costs.

6. VALIDITY

This Limited Warranty applies to all PV Modules from Gain after March 10th, 2020. The Chinese Limited Warranty shall only apply to PV Modules sold inside China region and shall not apply to any PV Modules resold outside China region, unless otherwise agreed by Gain. This Limited Warranty applies only to certified products of Gain, which are duly labeled with "Gain Solar" brand. It should not be considered as a warranty to the power station, or any kind of commercial insurance. All the certified products from Gain Solar shall be labeled with the "Gain Solar" logo, and its Electroluminescence image is stored in Gain, the sole flash test data of each Module is provided to Customer as requested, which should be kept by the Customers confidentially and properly for authenticity verification purpose.

7. MISCELLANEOUS

If any part or provision of this Gain Solar PV Module Limited Warranty, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect any other parts, provisions or applications of this Gain Solar PV Module Limited Warranty, which shall remain in full force. This Limited Warranty is available in multiple languages. If, for any reason, there is a conflict between the English-language version and any other version, the English-language version shall prevail.

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