



**RENESOLA**

**Renesola Jiangsu Ltd.**

# LIMITED WARRANTY TERMS FOR PV MODULES

(Australian Market ONLY)

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### Revision History:

<b>Edition</b>	<b>Date</b>	<b>Prepared</b>	<b>Contents Modify</b>
OR	2009-09-30	Luo zhibing	Prepared this item according to development of organization and customer requirements.
01	2010-06-10	Luo zhibing	Revise this item because of module type changes.
02	2011-12-20	Dai sheng	Revise this item because of module type changes.
03	2012-05-30	Dai sheng	Revise this item because of company name changes.
04	2013-01-06	Zhao lin	Clarify the power degradation descriptions.
05	2013-7-8	Zhao lin	Update module type
06	2013-8-2	Xia Yunlong	“Virtus series ” change into “Quasi-mono series”
07	2013-12-25	Zhaolin	Add J series type, exclude “Clarus” Series
08	2014-6-5	Zhaolin	Add more customer service contact information
09	2014-11-11	Zhaolin	Update 4, add double glass series, 4 bus bar series, delete quasi mono
10	2016-5-27	Zhaolin	Update / Add poly double glass power output degradation content
11	2016-9-1	Zhaolin	Change degradation ratio, warranty start date
12	2017-4-25	Zhaolin	Reverse dedicate for Australia



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ReneSola Jiangsu Ltd. (hereinafter “ReneSola Jiangsu”) provides limited warranties for crystalline silicon terrestrial photovoltaic modules (hereinafter “MODULES”).

### **1 – TYPES OF THE MODULES**

ReneSola Jiangsu Standard PV MODULES Types’ Names covered under this warranty are:

<b>Module Model</b>	<b>Description</b>
JC***M-24/Ab (***=245-325)	156-72 Poly series (Virtus II)
JC***M-24/Abs (***=245-355)	156-72 Poly series (Poly 4 busbar cell)
JC***S-24/Ab (***=255-330)	156-72 Mono series
JC***F-24/Ab (***=255-330)	156-72 Square Mono series
JC***M-24/Bb (***=205-270)	156-60 Poly series (Virtus II)
JC***M-24/Abs-b (***=245-355)	156-72 Poly series Black Frame(Poly 4 busbar cell)
JC***S-24/Bb (***=215-275)	156-60 Mono series

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JC***F-24/Bb (**#=215-275)	156-60 Square Mono series
JC***M-18/Cb (**#=190-240)	156-54 Poly series (Virtus II)
JC***M-24/Azs (**#=245-325)	156-72 Poly series Zep Frame (Virtus II)
JC***S-18/Cb (**#=200-245)	156-54 Mono series
JC***F-18/Cb (**#=200-245)	156-54 Square Mono series
JC***S-24/Db (**#=160-210)	125-72 Mono series
JC***F-24/Db (**#=160-210)	125-72 Square Mono series
JC***M-18/Eb (**#=180-220)	156-48 Poly series (Virtus II)
JC***M-24/Azs-b (**#=245-325)	156-72 Poly series Black Zep Frame (Virtus II)
JC***S-18/Eb (**#=175-220)	156-48 Mono series
JC***F-18/Eb (**#=175-220)	156-48 Square Mono series
JC***M-24/Ab-b (**#=245-325)	156-72 Poly series (Virtus II)
JC***M-24/Bbs (**#=205-295)	156-60 Poly series (Poly 4 busbar cell)
JC***S-24/Ab-b (**#=255-330)	156-72 Mono series
JC***S-24/Abs (**#=255-360)	156-72 Mono series (Mono 4 busbar cell)
JC***S-24/Abs-b (**#=255-360)	156-72 Mono series Black Frame (Mono 4 busbar cell)
JC***S-24/Abs (**#=205-300)	156-60 Mono series (Mono 4 busbar cell)
JC***S-24/Abs-b (**#=205-300)	156-60 Mono series Black Frame (Mono 4 busbar cell)
JC***F-24/Ab-b (**#=255-330)	156-72 Square Mono series
JC***M-24/Bb-b (**#=205-270)	156-60 Poly series (Virtus II)
JC***M-24/Bbs-b (**#=205-295)	156-60 Poly series Black Frame (Poly 4 busbar)
JC***S-24/Bb-b (**#=215-275)	156-60 Mono series
JC***F-24/Bb-b (**#=215-275)	156-60 Square Mono series
JC***M-18/Cb-b (**#=190-240)	156-54 Poly series (Virtus II)
JC***M-24/Bzs (**#=205-270)	156-60 Poly series Zep Frame (Virtus II)
JC***S-18/Cb-b (**#=200-245)	156-54 Mono series
JC***F-18/Cb-b (**#=200-245)	156-54 Square Mono series
JC***S-24/Db-b (**#=160-210)	125-72 Mono series
JC***F-24/Db-b (**#=160-210)	125-72 Square Mono series
JC***M-18/Eb-b (**#=180-220)	156-48 Poly series (Virtus II)
JC***M-24/Bzs-b (**#=205-270)	156-60 Poly series Black Zep Frame (Virtus II)
JC***S-18/Eb-b (**#=175-220)	156-48 Mono series
JC***F-18/Eb-b (**#=175-220)	156-48 Square Mono series
JC***M-24/Abh (**#=245-325)	156-72 Poly series (Virtus II)
JC***S-24/Abh (**#=255-330)	156-72 Mono series
JC***F-24/Abh (**#=255-330)	156-72 Square Mono series
JC***M-24/Bbh (**#=205-270)	156-60 Poly series (Virtus II)



JC***S-24/Bbh (***=215-275)	156-60 Mono series
JC***F-24/Bbh (***=215-275)	156-60 Square Mono series
JC***M-24/Abh-b (***=245-325)	156-72 Poly series (Virtus II)
JC***S-24/Abh-b (***=255-330)	156-72 Mono series
JC***F-24/Abh-b (***=255-330)	156-72 Square Mono series
JC***M-24/Bbh-b (***=205-270)	156-60 Poly series (Virtus II)
JC***S-24/Bbh-b (***=215-275)	156-60 Mono series
JC***F-24/Bbh-b (***=215-275)	156-60 Square Mono series
JC***S-12/Jb (***=70-95)	125-32 Mono series
JC***F-12/Jb (***=70-95)	125-32 Square Mono series
JC***M-24/Bgs (***=225-270)	156-60 Poly Transparent Double glass series (Poly 4 busbar)
JC***M-24/Ags (***=245-355)	156-72 Poly Transparent Double glass series (Poly 4 busbar)
JC***S-24/Bgs (***=225-280)	156-60 Mono Transparent Double glass series (Mono 4 busbar)
JC***S-24/Ags (***=300-360)	156-72 Mono Transparent Double glass series (Mono 4 busbar)

For the standard solar module types listed above, ReneSola Jiangsu shall warrant its MODULES’ performance starting from the date of unpacking at client’s side or ninety (90) days upon delivery from ReneSola Jiangsu, whichever date is earlier (hereinafter “WARRANTY START DATE”).

**2 – LIMITED PRODUCT WARRANTY – TEN YEARS REPAIR, REPLACEMENT OR REFUND REMEDY**

ReneSola Jiangsu warrants its Modules types listed in the MODULES type table, including factory-assembled DC connectors and cables will perform fully compliant to the technical specifications under normal application, installation, utilization and service conditions. If MODULES under perform during the period of 10 years from the Warranty Start Date due to MODULES’ material or workmanship, ReneSola Jiangsu will, at its option, either repair or replace the product, or refund the then current market price of the MODULES when the CUSTOMER makes the claims. The repair or replacement or refund remedy set forth in this paragraph shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the ten-year product warranty period set forth herein. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under the Limited Peak Power Warranty.

**3 – LIMITED PEAK POWER WARRANTY – LIMITED REMEDY**

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For a period of 25 years from the Warranty Start Date, concerning the power output compared with the nominal peak power output specified in relevant product technical data sheet and measured at standard test conditions (hereinafter “STC”), ReneSola Jiangsu warrants that:

- For all ReneSola Jiangsu’s MODULES: the peak power output has a positive allowance 0~+5W based on ReneSola Jiangsu ex works testing data;
- For the poly series: the power output should no less than 97.5% of nominal peak power output in the first year; and thereafter, the power output degrades linearly; the power output should no less than 80.7% of nominal peak power at the end of the 25<sup>th</sup> year after the Warranty Start Date;
- For the Poly Transparent Double glass series: the power output should no less than 97.5% of nominal peak power output in the first year; and thereafter, the power output degrades linearly; the power output should no less than 83% of nominal peak power at the end of the 30<sup>th</sup> year after the Warranty Start Date;
- For the Mono Transparent Double glass series: the power output should no less than 96.5% of nominal peak power output in the first year; and thereafter, the power output degrades linearly; the power output should no less than 80% of nominal peak power at the end of the 30<sup>th</sup> year after the Warranty Start Date;
- For the Mono series and square mono series : the power output should no less than 96.5% of nominal peak power output in the first year; and thereafter, the power output degrades linearly; the power output should no less than 80% of nominal peak power at the end of the 25<sup>th</sup> year after the Warranty Start Date; and

If there is any excess power output loss, and it is determined by ReneSola Jiangsu (at its sole and absolute discretion) to be due to defects in material or workmanship, ReneSola Jiangsu will, at its sole option:

- provide additional MODULES to the CUSTOMER or replace, repair the defective Module(s) to make up for such loss in power, or
- refund the percentage of the cost of the Module (according to the market price of the Module at the time the CUSTOMER makes the claim) to the CUSTOMER, corresponding to the power loss discrepancy from the warranted value stated above.

The remedies defined in this section shall be the sole and exclusive remedies provided under the Limited Peak Power Warranty.

#### **4 – EXCLUSIONS AND LIMITATIONS**

(1) In any event, all warranty claims must be presented within the applicable warranty period for this warranty to be effective.

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(2) The Limited Product Warranty and the Limited Peak Power Warranty do not apply to any MODULES which have been subjected to:

- Misuse, abuse, neglect or accident;
- Alteration, improper installation, or application or damage due to transportation which the CUSTOMER is responsible for;
- Non-observance of ReneSola Jiangsu’ s Photovoltaic MODULES Installation Manual (REF: RNS-Installations-001 for all series except double glass, REF: RNS-Installations-002 for double glass series);
- Repair or modifications by someone other than a service technician pre-approved by ReneSola Jiangsu;
- Power failure surges, lightning, flood, fire, accidental breakage, actions of third parties, or other events outside ReneSola Jiangsu’s reasonable control;
- Damages due to abnormal environmental conditions, including, without limitation, improper voltage, acid rain, mobile or marine environment, and other pollution and damages due to a defective construction base on which the MODULES are mounted;
- Damages due to external corrosion, mold discoloration or the like; or
- Damages due to movement from the MODULES’ since installation.
- Cell finger or cell bus bar discoloration and / or snail trail.

(3) Both the “Limited Product Warranty” and “Limited Peak Power Warranty” do not cover any costs associated with installation, removal or re-installation of the MODULES, and (except as explicitly set forth in the final paragraph of Obtaining Warranty Performance) customs clearance or any other costs for return of the MODULES.

(4) Payment overdue.

(5) Warranty claims will not be honored or covered under the Limited Warranties if the type or serial number of the MODULES have been altered, removed or made illegible.

(6) “Clarus” series is not covered by this Warranty, “Clarus” series has its own Warranty.

## **5 – LIABILITY LIMITATION OF WARRANTY**

These Limited Warranty Terms 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 ReneSola Jiangsu, any request or claim exceed the

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agreement of the original sales contract, unless such other obligations or liabilities are expressly agreed to in a writing signed and approved by ReneSola Jiangsu.

Under no circumstances shall ReneSola Jiangsu be liable for any indirect, incidental, consequential, special, or punitive damages, including, without limitation, loss of profit or revenue, loss of business opportunities, loss of production, and loss of goodwill or reputation, that arises from or is in connection to the breach of these Limited Warranty Terms for PV MODULES regardless of the type of claim, whether or not of contract, tort, warranty or otherwise, and even if ReneSola Jiangsu has been advised of the possibility of such damages.

The aggregate maximum liability of ReneSola Jiangsu, if any, for certain MODULES in connection to any loss(es), in damages or otherwise, whether for claims of contract, tort, warranty or otherwise, shall not exceed the invoice price and impacted quantity and value with 4% deducted each year, for the purchase order including the MODULES which cause damages.

For Australia market, this warranty is provided in addition to other rights and remedies held by a consumer at law. PV MODULES come with guarantees that cannot be excluded under Australian Consumer Law. It is entitled to a repair, replacement or refund for a major failure. It is also entitled to have the goods repaired refund or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

## **6 – OBTAINING WARRANTY PERFORMANCE**

If the CUSTOMER has a justified claim covered by these Limited Warranty Terms for PV MODULES, an immediate notification in writing directly to ReneSola Jiangsu shall be filed by mailing a registered letter to the address of ReneSola Jiangsu listed hereunder, or by sending an email to the email account of ReneSola Jiangsu listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the affected Module(s) and the date on which the Modules have been purchased. An invoice with clear indication of the contract number, purchase date, purchase price, module type, stamp or signature of ReneSola Jiangsu or its authorized distributors should also be submitted as part of the evidence.

The return of any Modules will not be accepted unless prior written authorization has been given by ReneSola Jiangsu.

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## **7 – Product recall**

If a batch of MODULES presents a safety risk or is non-compliant with a mandatory standard or ban, those MODULES may need to be amended, repaired or recalled. In case of recall, ReneSola will conduct such module recalls in accordance with the Product Safety Recall Guidelines (Please access <https://www.productsafety.gov.au/publication/consumer-product-safety-recall-guidelines> for detail).

## **8 – SEVERABILITY**

If a part, provision or clause of these Limited Warranty Terms for PV MODULES, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect the validity and enforceability of and shall leave all other parts, provisions, clauses or applications of these Limited Warranty Terms for PV MODULES, and to this end, such other parts, provisions, clauses or applications of these Limited Warranty Terms for PV MODULES shall be treated as severable.

## **9 – TECHNICAL DISPUTES**

In case of any dispute on technical facts relating to a warranty-claim, a first-class international test-institute such, as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland, VDE or PTL in Arizona State University shall be engaged to provide test results which will be reference to the judgment from technical side. All fees and expenses shall be borne by the responsible or liable party or the final losing party. The final optional right in connection with test institute shall be owned by ReneSola Jiangsu.

## **10– MISCELLANEOUS**

The repair or replacement of the MODULES or the supply of additional MODULES will not cause the beginning of new warranty terms, nor shall the original terms of these Limited Warranty Terms for PV MODULES be extended. Any replaced MODULES shall become the property of ReneSola Jiangsu at its disposal. ReneSola Jiangsu has the right to deliver another type (different in size, color, and shape and/or power) in case ReneSola Jiangsu has discontinued producing the same type of product as that of the replaced MODULES.

## **11 – WARRANTY TRANSFER**

The warranties herein are transferable, provided that the MODULES remains installed in their original installation location and that the transferee must hold the MODULES or the projects in which such MODULES are used; any assignment or and such transfer of any of the

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Limited Warranties is subject to ReneSola Jiangsu’s prior written consent, and all assignments and transfers in violation of the aforementioned consent requirement will be void.

**12 – FORCE MAJEURE**

ReneSola Jiangsu 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 contractual obligations, including those provided under these Limited Warranty Terms for PV MODULES, due to acts of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, unavailability of suitable and sufficient labor, raw material, capacity or technical or yield failures, or any other similar cause or circumstance beyond the reasonable control of such ReneSola Jiangsu, including, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the defective MODULES. In the event of a force majeure occurrence, performance by ReneSola Jiangsu of these Limited Warranty terms shall be suspended without liability for the period of delay reasonably attributable to such occurrences of force majeure.

**13 – VALIDITY**

This Limited Warranty Terms for PV MODULES is valid for all MODULES in the defined contract(s) dispatched from ReneSola Jiangsu’s factory sites to its immediate destination.

“Nominal Power in Datasheet” is the power in Watt peak that a PV module generates in its Maximum Power Point under standard test condition (STC), which are as follows:

- (a) Light spectrum of AM 1.5;
- (b) An irradiation of 1000 W per *m*<sup>2</sup>; and
- (c) A cell temperature of 25 °C 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 ReneSola Jiangsu valid at the date of manufacture of the PV MODULES.

**13 – APPLICABLE LAW AND DISPUTE SETTLEMENT**

These Limited Warranty Terms for PV MODULES shall be governed by and interpreted under the laws of Hong Kong (irrespective of its choice of law principles).

Except for the technical disputes specified in the TECHNICAL DISPUTES” section above herein, all disputes arising out of or in connection with these Limited Warranty Terms for PV MODULES shall, unless amicably settled between the parties, shall be settled by arbitration in Hong Kong under the Hong Kong International Arbitration Center Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these Rules. The language of arbitration shall be English. The award of the Arbitrators will be final and binding upon the parties. In the event of any conflict or inconsistency between this

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Section and a signed purchase or sales contract to which these Limited Terms are attached, the terms and conditions of such contract shall prevail.

This document constitutes part of the contract and valid automatically when the contract is signed.

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