

**JIANG YIN HAREON POWER CO., LTD.**

HUANG TANG INDUSTRIAL ZONE, XIAKE TOWN, JIANG YIN CITY, JIANGSU PROVINCE, CHINA

**DOUBLE GLASS MODULE QUALITY WARRANTY****太阳能光伏双玻组件有限保证****2014 保证条款****1. Limited Product Warranty – Ten Years Repair, Replacement Remedy****有限产品质保—十年的修理或更换**

HAREON POWER warrants its double glass module(s), to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If double glass modules fail to conform to this warranty during the period of Ten (10) years from the WARRANTY START DATE, HAREON POWER will, at its option, either repair or replace the product. The repair or replacement remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the 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”).

江阴海润太阳能电力有限公司保证它所生产的光伏双玻组件在正常使用、安装，当时科学、技术水平下没有材料和工艺缺陷。如果组件同担保的条款不相符，从质保期起始日起 10 年内生产商可以修理，或更换，或按依据产品质量保证书，修理，更换，，基于“有限产品质保”条款的这几种赔偿方式将确定的，并且仅限于 10 年内。故在此声明。此“有限产品质保”条款不包含在下文的条款二中专门提到的“有限峰值功率保证”。

**2. Limited Peak Power Warranty - Limited Remedy****有限峰值功率保证——有限补偿**

The limited peak power warranty is usually lasting 30 years except for special case listed in clause 4. If, for the 1st year from the WARRANTY START DATE, any poly double glass MODULE(s) exhibits a power output degradation of more than 2.5% of the nominal power as set out in HAREON POWER’s product datasheet, or within the coming 29years if the double glass MODULE(s) exhibits a yearly power output degradation of more than 0.6% of the nominal power as set out in HAREON POWER’s product datasheet; any mono double glass modules exhibits a power output degradation of more than 3% of the nominal power as set out in HAREON POWER’s product datasheet, or within the coming 29 years of the double glass MODULES exhibits a yearly power output degradation of more than 0.58% of the nominal power as set out in HAREON POWER’s product datasheet, provided that such loss in power is determined by HAREON POWER (at its sole and absolute discretion) to be due to defects in materials or Hareon workmanship, HAREON POWER will, replace such loss in power by either, at HAREON POWER’S sole option, (a) providing additional double glass MODULES to the CUSTOMER to make up for such loss in power or (b) Replace the defective double glass MODULE(s)

对于太阳能光伏组件/层压件。海润电力同时保证：

从海润承诺的质保期起始日起第 1 年内，一旦海润认定（基于海润拥有之裁决权）由于产品材料或制造过程缺陷，导致多晶光伏双玻组件在 STC 标准测试条件下输出功率有效低于产品说明中标识的标称功率 2.5%，或者在接下来的 29 年内任何一年的年度输出功率降低幅度超出产品说明中标识的标称功率的 0.6%，单晶光伏双玻组件在 STC 标准测试条件下输出功率有效低于产品说明中标识的标称功率 3%，或者在接下来的 29 年内任何一年的年度输出功率降低幅度超出产品说明中标识的标称功率的 0.58%，海润将视情况提供以下补偿选项之一给客户：（a）供给客户额外的双玻组件以补足缺失的功率；（b）更换功率不足的双玻组件；

### 3. Warranty start date

质保起始日期

This Quality Warranty shall start upon the date of installation or Sixty (60) days after delivery by HAREON POWER, whichever date is earlier.

以客户安装好组件或者海润发货后60天两者中比较早的日期开始计算质保起始日期

### 4. Exclusions and Limitations

例外和限制

A: In any event, warranty claims must be filled within the applicable warranty period

B: The “Limited Warranties” do not apply to any PV-modules which have been subjected in Hareon Power’s absolute judgment:

- Misuse, abuse, neglect or accident;
- Alteration, improper installation or application;
- Non-observance of Hareon Power’s installation-users and maintenance instructions;
- Repair or modifications by someone other than an approved service technician of Hareon Power;
- Power failure surges, lighting, flood, fire, accidental breakage or other events outside Hareon Power’s control.

C: The “Limited Warranties” do not cover any transportation costs for return of the PV-modules, or for re-shipment of any repaired or replaced PV-modules, or costs associated with installation, removal or reinstallation of the PV-modules.

D: When used in non-land based applications the “Limited Peak Power Warranty”, applying to any of the PV-modules shall be limited to ten(10) years 90% of the nominal power as set out in HAREON POWER’s product datasheet.

E: Warranty claims will not be honored if the serial number of the PV-modules have been altered, removed or made illegible.

A: 任何质保期索赔要求必须在相应的质保期内提出。

B: 通过海润判断光伏组件发生以下情况，“有限产品质保”和“有限峰值功率保证”条款将不适用。

- 误用，滥用，疏漏或者事故；
- 替换，安装或运用不当；
- 没有遵循海润的安装使用和保养说明；
- 不是由海润电力授权的服务技术人员维修；
- 动力高峰故障，照明，洪水，失火，意外的破坏或者其他在海润电力可控范围之外的

C: 有限担保并不包括组件的退货运输费用或者因维修和调换而造成的重新装运的费用，以及对组件的安装，移动和重新设置的费用。

D: 当在非陆地安装时，有限峰值功率保证对于任何一块电池组件来说适用只限制在 10 年以内峰值功

率不低于标称功率的 90%。

E: 如果光伏组件的系列号已经被改变, 移动或者难以辨认, 担保索赔主张将不被支持。

## 5. Limitation of Warranty Scope

### 质保范围

This “Quality Warranty” as set forth herein is 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 HAREON POWER, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by HAREON POWER. HAREON POWER 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 MODULES, or from use or installation. Under no circumstances shall HAREON POWER 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. HAREON POWER’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 product or service furnished or to be furnished, as the case may be, which is the subject of claim of dispute..

在此声明的“太阳能光伏组件有限保证”是代替并排除所有其他明示或默认的保证协议。包括但不限于转销、适应于项目应用、单独使用以及所有其它海润应承担的义务或债务。除非这些被授权的责任已经以书面形式经过协商, 并经海润书面确认的, 否则对财产或人身造成伤害的, 或由产品引起及相关的其它损失或伤害结果, 海润将不承担赔偿责任。因为任何损坏引起的产品的无法使用的损失, 生产损失或者收入损失, 将不在赔偿范围内。

海润电力的赔偿责任在任何损坏或者其他情况下也不会超过客户支付的对于单位产品或者维修服务的发票价值, 根据具体情况决定哪个是争议过程中要求赔偿的主体。

## 6. Obtaining Warranty Performance

### 质保履行

If the CUSTOMER believe it has a justified claim covered by this “Quality Warranty”, an immediate notification directly to HAREON POWER shall be filed by mailing a registered letter in writing to the address of HAREON POWER, or, sending an email letter to the email account of HAREON POWER sales/affiliate or email address listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s)/laminates and the date on which the MODULES/laminates have been purchased. An invoice with clear indication of the purchase date, purchase price, module type, stamp or signature of HAREON or its distributors should also be submitted as part of the evidence. The return of any MODULES/laminates will not be accepted unless prior written authorization has been given by HAREON POWER.

如果消费者认为他的正当赔偿要求属于有限担保范围内。他/她必须立即以书面形式通告电池组件销售的经销商, 或者由海润电力授权的分销商, 也可直接发这样的通知到海润电力。客户需要同时提供索赔的证据, 组件序列号, 以及组件的购买日期, 客户从海润或分销商购买时的发票(包含购买日期、价格、组件型号、销售章等信息)也应视为客户从正规渠道获取海润组件的证据之一提交给海润。除非海润电力预先给予核准书, 任何组件的退回是不被接受的。

## 7. Severability

### 可分离条款

If a part, provision or clause of this “Quality 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 this “Quality Warranty”, and to this end such other parts, provisions, clauses or applications of this “Quality Warranty” shall be treated as severable.

如果有限担保的一部分，一个规定、条款，或对于任何人或任何情况的申请，是无效的，不可被实施的，这些将不会影响或者废弃有限担保的其它部分，规定，条款或者申请。最终，有限担保这些其它的部分，规定、条款或者应用将被认为是可分离的。

## 8. Disputes

### 争议处理

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded.

当合同双方发生争议时，国际认可的测试机构如 Fraunhofer ISE 实验室，TUV 莱因将作为第三方提供分析证据作为仲裁依据，测试费用将由不被第三方支持的一方承担。

## 9. Various

### 其他

The repair or replacement of the PV-modules or the supply of additional PV-modules does not cause the beginning of new warranty terms, nor shall the original terms of this “Limited Warranty” be extended. Any replaced PV-modules shall become the property of Hareon Power. Hareon Power has the right to deliver another type (different in size, color, shape and/or power) in case Hareon Power discontinued producing the PV-module in question at the time of the claim.

电池组件的返修，调换或者供应的其他组件不会导致新的担保条款的生成，也不会拓宽最初担保条款的范围。任何调换的组件所有权归海润。如果海润停止生产与有问题组件相同型号的组件，海润有权发送其它型号的组件（不同的大小，颜色，形状或功率）。

## 10. Force Majeure

### 不可抗力

Hareon Power shall not be responsible in any way to the Customer arising from any non-performance or delay in performance of any terms and conditions of sale, including this “Limited Warranty”, due to acts of God, War, riots, strikes, 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.

由于战争，宗教，暴乱，罢工，原材料，生产能力或技术或生产的疏忽、技术或者生产故障等任何不可预见的无法控制的，在销售或索赔时没有充分认知或理解的任何科技的或者物理的条件，而引起合同的不履行或者交货期限的延迟，包括有限担保条款的履行，海润电力将不会以任何方式对缔约方负责。

Note:

1. "Peak Power" is the power in Watt peak that a module/laminate generates in its Maximum Power Point. "STC" are as follows

(a) light spectrum of AM1.5, (b) an irradiation of  $1000\text{W per m}^2$  and (c) a cell temperature of 25 degree centigrade. The measurements are carried out in accordance with IEC 61215 as tested at the junction box terminals per the calibration and testing standards of Hareon Power valid at the date of manufacture of the PV-modules. Hareon Power's calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.

注解:

1、“峰值功率”单位是瓦峰，是电池组件在最大功率点产生的最大功率。STC 测试条件如下，光谱为 AM1.5, 辐照强度  $1000\text{ W/m}^2$ , 电池温度在  $25^\circ\text{C}$ . 在电池组件生产时，按照 IEC 61215 的测试标准，采取通过接线盒终端检测的测量方法，以符合国际认证机构的标准。

Hareon warranty claim handling email address:

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