

# ELITE SOLAR POWER HONGKONG LIMITED

## Photovoltaic Module Limited Warranty

Version 2024Q2

### 1. Limited Product Warranty

ELITE SOLAR POWER HONGKONG LIMITED (hereinafter “EliTe Solar”) warrants its photovoltaic modules to be free from defects in workmanship and materials for a period of twelve (12) years from the warranty start date of the modules.

If a module malfunctions or becomes inoperative due to a defect in workmanship or material during the twelve-year period of this warranty, EliTe Solar will, at its sole option, either repair or replace the module in problem, or refund the then-current market value of the same type module. The repair, replacement, or refund remedies shall be the sole and exclusive remedies provided under this “Limited Warranty”.

Any deterioration in appearance of the modules (including any scratches, stains, mechanical wear, rust, or mold), or any other changes to the modules which occur after delivery to the customer, do not constitute a defect under this Limited Warranty unless it materially impairs the product’s power output as warranted pursuant to clause 2. A claim in the event of glass breakage arises only to the extent that there was no external cause to the breakage.

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. “Pmax” is the nominal power that a photovoltaic module generates at STC as specified on the product datasheet. “Standard Test Conditions” are as follows: [a] light spectrum of AM 1.5, [b] an irradiation of 1,000 Watts per square meter and [c] cell temperature at 25 degrees centigrade. The measurements are carried out in accordance with IEC61215 as tested at the junction box connectors per the calibration and testing standards of EliTe Solar in effect on the date of manufacture of the modules. EliTe Solar’s calibration standards shall be in compliance with then-current standards applied by international institutions accredited for this purpose.

#### B. Limited Pmax Warranty

EliTe Solar further warrants that, for a period of twenty-five (25) or thirty (30) years from the warranty start date, each module will exhibit the power output as set forth below:

For poly module, no less than 97.5% of the Pmax for the first twelve (12) months, and thereafter no more than 0.6% of Pmax degradation for each twelve (12) months, ending with no less than 83.1% in the 25<sup>th</sup> year.

For mono module, no less than 98% of the Pmax for the first twelve (12) months, and thereafter no more than 0.55% of Pmax degradation for each twelve (12) months, ending with no less than 84.8% in the 25<sup>th</sup> year.

For bifacial module, no less than 98% of the Pmax for the first twelve (12) months, and thereafter no more than 0.45% of Pmax degradation for each twelve (12) months, ending with no less than 84.95% in the 30<sup>th</sup> year.

For N type module, no less than 99% of the Pmax for the first twelve (12) months, and thereafter no more than 0.4% of Pmax degradation for each twelve (12) months, ending with no less than 87.4% in

the 30<sup>th</sup> year.

### C. Limited Remedies

If the power output of the module tested by the third party which is designated by EliTe Solar or approved by both parties under Standard Test Conditions does not meet the above levels within the specified warranty period, and proved that the power loss is caused by EliTe Solar exclusively, then upon accepting and confirming the proof from customer, EliTe Solar will, at its sole option, either [1] make up such loss in power by either (a) providing additional modules to the customer or (b) refunding the then-current market price equivalent to the additional modules or [2] repair or replace the defective modules including free shipping to the place applied by EliTe Solar.

The remedies set forth in Clause 2 are the sole and exclusive remedies provided under the “Limited Power Warranty”.

This “Limited Power Warranty” does not warrant defects in workmanship and materials, which shall be exclusively covered under “Limited Product Warranty”.

### 3. Warranty Start Date

The term of this warranty starts from the earlier of: (i) the date of initial delivery to the customer by EliTe Solar or its authorized manufacturer, or(ii) one hundred and eighty (180) calendar days after modules dispatch from the EliTe Solar factory as indicated by the serial number for such modules.

### 4. Not Independent Warranties

The customer has the right to pursue claims under each of the limited warranties set forth above; provided, however, that claims arising under multiple limited warranties from a single incident, then if EliTe Solar provides any solution as set forth above to such incident, EliTe Solar shall be deemed to have resolved all applicable warranty claims arising from such incident.

### 5. Exclusions and Limitations

- A. Warranty claims shall be filed in writing to EliTe Solar or its authorized distributors within the applicable warranty period, without exception. EliTe Solar may reject the claim if it has not been fully paid for the modules or under its supply/sale contract with the distributor at the time of the claim.
- B. These Limited Warranties shall not be applied to the modules which in EliTe Solar's sole judgment have been subjected to:
  - 1) Improper installation, application, maintenance or alternation which do not strictly follow the manufacturer’s “Installation Manual”;
  - 2) Use on mobile(non-stationary) units or in marine application or extreme thermal environment or other abnormal environment (such as acid rain, salt, chemical substances or other pollutions) or extremely rapid change of surroundings, corrosion, oxidation;
  - 3) Power failure, electrical spikes or surges, lighting, flood, fire, accidental breakage or other events beyond the control of the Supplier;
  - 4) Damage caused by the improper storage condition of customer;
  - 5) Misuse, abuse, neglect, vandalization or accident;
  - 6) The type or serial number of the module has been altered, removed or made illegible without written authorization from EliTe Solar.
  - 7) The components in the construction based on which the modules are mounted are defective;

- 8) Removal of any Module from the first installation site and reinstalled at a new site;
  - 9) Repairs or alterations by maintenance technicians not recognized by EliTe solar;
  - 10) Abnormal system design, installation or use, including but not limited to module, racking system, cables, inverters, etc.;
  - 11) Use of the modules in violation of EliTe Solar's or any third party's intellectual property rights (including but not limited to patents, trademarks, etc.), or parallel import (export of the modules to other third countries without EliTe Solar's consent from the country where they were originally placed with EliTe SOLAR's consent), such action is deemed to infringe EliTe SOLAR's intellectual property rights. (Note: This provision does not apply to sales within the European Union. EliTe SOLAR's consent is not required to sell modules from one EU Member State to another EU Member State; but selling modules from outside the EU into EU member states requires EliTe SOLAR's consent.)
  - 12) Ordinary wear and tear;
  - 13) Other events beyond EliTe Solar's control.
- C. These Limited Warranties only cover the transportation costs (except the air freight) for shipment of any additional repaired or replaced modules to the same destination with same delivery terms as the original sales contract. Any costs for returning the modules to EliTe Solar or its authorized agents and authorized distributors, or costs associated with installation, removal, reinstallation of the modules, or customs clearance shall be borne by the customers. The reasonable, customary, documented transportation cost of returning the modules shall be borne by EliTe Solar only if it is authorized by After-sales Service Department of EliTe Solar.

EliTe Solar is not liable for any expense, liability or responsibility incurred for repairs made by or for customer without EliTe Solar's written authorization.

## **6. Limitation of Warranty Scope**

These limited warranties set forth herein are expressly in lieu of and exclude all other expressed or implied warranties, including but not limited to warranties of merchantability, warranties of fitness for particular purpose, use, or application, warranties of non-infringement of third party rights, including, but not limited to, intellectual property rights, and all other obligations or liabilities on the part of EliTe Solar unless such other warranties, obligations or liabilities are expressly approved by EliTe Solar's Chief Executive Officer by signature. Unless prohibited by local laws or regulations, EliTe Solar shall have no responsibility or liability whatsoever for injury or damage to any natural persons or any tangible property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the module itself, including, without limitation, any defects in the modules, or from use or installation. Under no circumstances shall EliTe Solar be liable for incidental, consequential or special damages, whatever the cause is, even if EliTe Solar is provided prior notice of such damages. Loss of use, loss of profits, loss of production, and loss of revenues are therefore specifically but without limitation excluded. EliTe Solar'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 module.

## **7. Transferability**

This "Limited Warranty" is extended to the original purchaser, and is transferable to any subsequent holder of the modules when modules remain at their original installed location for the first time (first installation) upon satisfactory proof of succession or assignment.

## **8. Obtaining Warranty Performance**

In order to obtain warranty service under the EliTe Solar's "Limited Warranty", the customer should promptly notify EliTe Solar's regional Customer Service Center or its authorized distributors. Together with the notification, the customer should enclose the evidence of the claim, including but not limited the description

of the defects, pictures of the complete serial numbers and the defective parts, testing data and a copy of commercial invoice. Should the modules be returned for inspection, repair or replacement by EliTe Solar, EliTe Solar will provide the customer with a "Return Merchandise Authorization (RMA)". EliTe Solar will not accept the return of any module without a RMA.

If EliTe Solar cannot accurately judge the situation of the project site according to the information provided by the customer, EliTe Solar is entitled to dispatch customer service engineers to the project site for further investigation.

The customer should arrange a qualified engineer to witness the project site with EliTe solar and provide access, necessary safety tips and relevant on-site testing assistance.

If EliTe Solar determines that the returned modules by customer are not defective or that the performance deficits are not covered under this "Limited Warranty", EliTe Solar will return the modules to customer at customer's expense and will have no further obligation for the repair, replacement, or refund. Further, the additional modules which have been sent to the customer for compensation shall be the property of EliTe Solar and shall be returned or compensated to EliTe Solar.

EliTe SOLAR refuses to accept the customer's claim against EliTe Solar based on the relevant data of third-party monitoring unilaterally entrusted by the customer when the quality warranty deposit is about to expire or the photovoltaic project is transferred to other countries, or use this as an excuse to refuse to pay the quality warranty deposit or the balance payment. The repaired or replaced modules shall only apply to the remaining warranty period of the original modules. The warranty period in this "PV Module Limited Warranty" shall not be extended. The ownership of the replaced products shall be vested in EliTe Solar.

Note: If the customer knew or should have known such workmanship or manufacturing defects prior to installation of the modules and nevertheless installs the modules without giving EliTe Solar the opportunity to correct such defects prior to installation, the Buyer shall bear the additional costs incurred by correcting such defects after installation.

**Obtain EliTe Solar Customer Service:**

Unit 1002, 10/F, Perfect Commercial Building, 20 Austin Road, Tsim Sha Tsui, Kowloon, Hong Kong

Email: [service@elite-solar.com](mailto:service@elite-solar.com).

## **9. Disputes**

In case of any discrepancy in a warranty-claim, a third independent test-institute designated by EliTe Solar or approved by both parties shall be involved for the final judgment of the claim. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

## **10. Miscellaneous**

The repair or replacement of the modules or the supply of additional modules does not lead to a commencement of new warranty terms, nor shall the original terms of this "Limited Warranty" be extended. Any replaced modules shall become the property of EliTe Solar. EliTe Solar shall at its own option, deliver another type(different in size, color, shape, and/or power) of PV modules, either one with a new brand or the original one, in the case that EliTe Solar discontinued producing the replaced modules at the time of the claim.

## **11. Assignment**

If the module is still installed in the original installation position and has not been disassembled or transferred, the warranty of the module could be transferred by the assignor (this transfer of rights covers

all provisions of this “Limited Warranty”), provided that Elite Solar's written approval is obtained in advance. After transfer, the assignee is entitled to inherit the remaining warranty periods of the module. The warranty period only applies to the remaining warranty period of the original module.

## **12. Force Majeure**

Elite Solar shall not be responsible or liable in any way to the customer or any third-party for matters arising from any non-performance or delay in performance of any terms and conditions of sale, including this “Limited Warranty”, due to fire, flood, blizzard, hurricane, lightning, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labor or materials and other unforeseen events which are out of Elite Solar’s control.

### *Note :*

- 1. In the event of any inconsistency among different versions of this warranty statement, the Chinese version shall prevail in China including Taiwan, Macao and Hong Kong, meanwhile the English version shall prevail in any other countries except China.*
- 2. The installation and handling of PV modules requires professional skills and should only be performed by qualified professionals. Claims under this warranty will be honored only if the customer can provide the proof that the modules are under normal application, installation, use and service conditions specified in Elite Solar’s latest version of “Installation Manual”.*