

**1. Limited Product Warranty** (Applicable under normal application, installation, use and service conditions)

**1.1 For all standard PV modules rated at 80W and above**

EOPLLY New Energy Technology Co. Ltd (EOPLLY) warrants its Photovoltaic Module(s) ("PV Module(s)"), including factory- assembled DC connectors and cables, if any, to be free from defects and/or failure specified for a period not exceeding ten (10) years from the date of sale as shown in the Proof of Purchase to the Original purchaser.

**1.2 For all standard PV modules rated below 80W**

EOPLLY New Energy Technology Co. Ltd (EOPLLY) warrants its Photovoltaic Module(s) ("PV Module(s)"), including factory- assembled DC connectors and cables, if any, to be free from defects and/or failure specified for a period not exceeding three (3) years from the date of sale as shown in the Proof of Purchase to the Original purchaser.

**1.3 The Limited Product Warranty for PV Modules(s) covers:**

**1.3.1 Failure due to defective manufacturing:**

- Failure due to oxygenation/distortion of aluminum frame;
- Cracking of the front glass surface due to foreign objects inside the glass;

Note: This limited warranty shall not apply to cracking of glass caused by external shock from flying objects or by external stress.

**1.3.2 Failure due to defective materials:**

- Failure due to defective or malfunction of the junction factory-assembled cables and male/female connector;

**1.3.3 Non-conformity to specifications due to faulty production and/or inspection processes.**

- If PV Module(s) fails to conform to this warranty, EOPLLY will repair or replace the PV Module(s) or refund a reasonable, at EOPLLY's sole option, pro-rated portion of the purchase price as set forth below.

The remedies set forth in this Clause 1 shall be the sole and exclusive remedies provided under the "Limited Product Warranty".

## **2. Guaranteed Peak Power Limited Warranty**

### **2.1 For all standard PV modules rated at 80W and above:**

#### **2.1.1 Ten (10) years**

EOPLLY warrants the power output for PV Modules for a period of ten (10) years from the date shown in the commercial invoice to the Original purchaser. If the PV Module(s) exhibits a power output less than ninety percent(90%) of the minimum peak power at Standard Test Conditions (STC) as originally stated on the Product Flash Datasheet of EOPLLY, provided that such loss in power is determined by EOPLLY to be due to defects in material or workmanship during manufacturing and not due to faulty application , installation, use and service conditions, EOPLLY will at its sole option replace such loss in power by either providing additional Module(s)to the Customer to make up for such loss in power, or by repairing or replacing the defective Module(s).

#### **2.1.2 Twenty-five (25) years**

EOPLLY warrants the power output for PV Modules for a period of twenty-five (25) years from the date shown in the commercial invoice to the Original purchaser. If the PV Module(s) exhibits a power output less than eighty percent (80%) of the minimum peak power at Standard Test Conditions (STC) as originally stated on the Product Flash Datasheet of EOPLLY, provided that such loss in power is determined by EOPLLY to be due to defects in material or workmanship during manufacturing and not due to faulty application , installation, use and service conditions, EOPLLY will at its sole option replace such loss in power by either providing additional Module(s) to the Customer to make up for such loss in power , or by repairing or replacing the defective Module(s).

The remedies set forth in this Clause 2 shall be the sole and exclusive remedies provided under the “Guaranteed Peak Power Limited Warranty” for all standard PV modules rated at 80W and above.

### **2.2 For all standard PV modules rated below 80W**

#### **2.2.1 Five (5) years**

EOPLLY warrants the power output for PV Modules for a period of five (5) years from the date shown in the commercial invoice to the Original purchaser. If the PV Module(s) exhibits a power output less than ninety percent (90 %) of the minimum peak power at Standard Test Conditions (STC) as originally stated on the Product Flash Datasheet of EOPLLY, provided that such loss in power is determined by EOPLLY to be due to defects in

material or workmanship during manufacturing and not due to faulty installation, EOPLLY will at its sole option replace such loss in power by either providing additional Module(s) to the Customer to make up for such loss in power , or by repairing or replacing the defective Module(s).

The remedies set forth in this Clause 1 shall be the sole and exclusive remedies provided under the “Guaranteed Peak Power Limited Warranty” for all standard PV modules rated below 80W.

### **2.3 Peak Power at STC**

Peak Power at STC is the power in Watt peak that a PV-module generates in its Maximum Power Point. STC(Standard-Test-Conditions) are as follows:(a)light spectrum of AM 1.5,(b) an irradiation of 1.000W per  $m^2$  and (c)a cell temperature of 25 degree centigrade at right angle irradiation. The measurements are carried out in accordance with IEC61215:2005 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of EOPLLY valid at the date of manufacture of the PV module(s). EOPLLY's calibration standards shall be compliant with the standards applied by international institutions accredited for this purpose.

### **3. Exclusions and Limitations**

**3.1** All warranty claims must, in any event, be filed within the applicable warranty period. The “Limited Product Warranties” and the “Guaranteed Peak Power Limited Warranties” do not apply when:

- Negligence in use, storage, transportation or handling
- Unprofessional installation, commissioning or maintenance work by a non-authorized company, especially if the modules are mounted in a way which does not correspond to the applicable safety regulations and/or our installation instructions;
- Operating errors due to a non-observance of EOPLLY instruction manual;
- Malfunctions of the system into which the module is integrated;
- The module is used in a way other than for its designated purpose of final use as stated in the instruction manual;
- To use in marine applications or in tropical or equatorial environment;
- Normal wear and tear, misuse, neglect or accident
- Subjected to improper voltage or power surges, or subjected to abnormal environmental conditions (such as acid rain, salt damage or other pollution);
- Any measures taken by a third party or other events or accidents outside the normal

use and operation of the modules that do not occur under normal working conditions.

- Other unforeseen circumstances or causes outside EOPLLY's control including, but not limited to any power failure surges, lightning, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, fire, snow damage, tsunami, accidental breakage, vandalism, acts of war, natural disaster, etc;

**3.2** The warranty is only support products manufactured by EOPLLY. The warranty does not apply if the type, product label, or serial number of the module has been altered, erased, or made illegible, or if it is illegible due to any other reason and a clear identification of the module is therefore not be possible. Furthermore, the warranty applies only if and when EOPLLY determines by its own assessment procedure, that the reduced performance or malfunction is caused solely by a deficiency of the product. The warranty does not apply to modules used in offshore systems or to modules which are no longer operated as part of the system into which they were initially integrated after their purchase.

#### **4. Warranty conditions**

**4.1** This warranty is applicable only to customers who have purchased the PV Modules directly from EOPLLY. To have any right under this warranty, customer shall first need to provide documented proof that the PV Modules were purchased directly from EOPLLY.

**4.2** When submitting warranty claims, the original invoice (stating the date of delivery, the module type, the serial number, label and a description of the defect and/or failure) must be included. In case of claims due to non-attainment of the minimum warranted output, a test certificate of proof, issued by an accredited expert or organization (e.g. Fraunhofer ISE in Freiburg / Germany TÜV Rheinland in Cologne / Germany or ASU Arizona State University), must be submitted. The date of the test must be indicated by the test certificate.

**4.3** EOPLLY reserve the right for our own assessment carried out by us or by a third party, verifying the guaranteed output against the submitted test certificate. In case this assessment concludes that the deviation is acceptable (acc. to clause 1) or does not exist, EOPLLY is entitled to claim the reimbursement of the third-party costs.

**4.4** The test date as indicated by the test certificate regarding the reduced output must lie within 2 months of any warranty claim. Warranty claims will become statute-barred within a period of six months after perusal of the guarantee case. The period of limitation, however, ends after a period of 10 years or 25 years at the latest (depending on the degree of the

reduced output according to the test certificate) after the day of the delivery.

**4.5**The warranty rights as meant herein are not transferable or assignable. This warranty is transferable to a new owner of the location where the PV Modules were originally installed provided that the PV Modules remain installed at the location.

## **5. Claim Verification and Remediation Process**

**5.1** If the original purchaser believes that it has a justified claim covered by the limited warranties set forth above, then the original purchaser agrees to comply with the following return material authorization (“RMA”) process. The original purchaser must submit such claim in writing to EOPLLY within the applicable warranty period specified above to the following address, or such future address as EOPLLY may provide from time to time:  
**Account Service Department, Room. B-D, 19 Floor, No.899 Ling Ling Rd, Cross Region Plaza Shanghai. China, 200030**

**5.2** Such notice should enclose evidence of the date of delivery of the applicable product and the basis for the original purchaser’s claim. Upon receipt of such written claim, EOPLLY may in its sole discretion seek further verification of the original purchaser’s claim of a breach of one of the foregoing limited warranties. Without limiting the foregoing, the original purchaser will return defective products or allegedly-defective products to EOPLLY at the Original purchaser’s expense and in accordance with written RMA authorization and return packaging and shipping instructions from EOPLLY. According to the “Limited Product Warranties” and “Guaranteed Peak Power Limited Warranty” not cover any transportation charges for the return of PV Module(s) or for reshipment of any repaired or replaced module, customs clearance or any other costs related to installation, removal, or reinstallation of the PV Module(s).

**5.3**The return of any PV module(s) will not be accepted by EOPLLY unless prior written authorization has been given by EOPLLY and Customer has complied with the packaging and shipping instructions provided by EOPLLY.

**5.4**Any uninstalled/replaced PV Modules shall become the property of EOPLLY. EOPLLY reserves its property rights for all replaced components or modules. EOPLLY shall have the right to redeliver another type of PV Modules (different in size, color, and shape and/or power) if EOPLLY has discontinued manufacture of the respective PV Modules at the time the warranty claim is accepted. The repair or replacement of the PV Module(s) or the

delivery with additional PV Module(s) do not constitute a new performance warranty but assume the already existing warranty for the original warranty period and do not extend the warranty period.

The foregoing remedies state EOPLLY's sole and exclusive obligation and the original purchaser's sole and exclusive remedy for a breach of the foregoing limited warranty.

## **6. How to claim your Warranty**

If you feel you have a claim covered by warranty, you must immediately notify the dealer who sold you the module under claim. The dealer will advise you on how to handle the claim. Contact EOPLLY if you require further assistance. Warranty claims must in any event be filed within the applicable limited warranty period set forth above. Warranty claims may only be made by the original buyer or a person to whom title to the applicable product has been transferred, provided that any such transfer is undertaken in its original configuration.

## **7. Indemnification**

**7.1** EOPLLY is obligated to compensate the decrease in value of the module after binding conclusion of the warranty case by any of the following options:

- Reimbursement of the purchase price in which the purchase price is reduced yearly by a fixed amortization rate. If the claim applies to the warranted performance of 90 %, the rate will be 10 %, if the claim applies to the warranted performance of 80 %, the rate will be 4 %;
- A lump sum payment in the amount of the percentage of the purchase price of a commercially available similar/identical module at the time of the claim, which corresponds to the percentage of the measured deviation below the warranted value (example: actual output after 9 years: 80 % of the minimum performance [instead of 90 %, i. e. a deviation of 10 %], original module purchase price: 100 Euro, EOPLLY's warranty payment = 10 Euro), or

## **8. Limitation of Liability**

**8.1** To the maximum extent permitted by applicable law, EOPLLY hereby disclaims, and 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 any of its products or their use. To the maximum extent permitted by applicable law, under no circumstances shall EOPLLY be liable to the buyer, or to any their party claiming through or under the buyer, for any lost profits, loss of use, or equipment downtime, or for any incidental, consequential or special damages of any kind, howsoever arising, related to the products even if EOPLLY has been advised of the possibility of such damages.

**8.2**To the maximum extent permitted by applicable law, EOPLLY' aggregate liability, if any, in damages or otherwise, shall not exceed. The purchase price paid to EOPLLY by the buyer for the product furnished that gave rise to the warranty claim. The buyer acknowledges that the forgoing limitations on liability are an essential element of the agreement between the parties and that in the absence of such limitations the purchase price of the products would be substantially different. Some jurisdictions limit or do not permit disclaimers of liability, so this provision may not apply to the buyer. Some jurisdictions do not allow limitations on the exclusion of damages so the above limitations or exclusions may not apply to the buyer.

## **9. Not Independent Warranties**

The buyer has the right to pursue claims under each of the warranties set forth above; provided, however, that if claims arise under multiple limited warranties from a single incident, then if EOPLLY remedies such incidents as set forth above, EOPLLY shall be deemed to have resolved all applicable warranty claims arising from such incident.

## **10. Disclaimers**

The limited warranties set forth therein are in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose or application, and all other obligations are agreed to in writing by EOPLLY some jurisdictions limit or do not permit disclaimers of warranty, so this provision may not apply to the buyer.

## **11. Validity**

**11.1** These "Limited Warranties for PV Module(s)" are applicable only to original purchaser who has purchased the PV Module(s) directly from EOPLLY.

**11.2** This limited warranty for PV Module(s) shall be from October 1, 2009 and shall apply

to all PV Module(s) sold to the original purchaser from this date. This shall be valid until an updated revision is issued.

**11.3** The warranty is valid independent of contractual warranty entitlement towards the vendor of the modules as well as any no contractual entitlement. Such claims are neither limited nor justified by EOPLLY, as long as no direct purchase contract exists with EOPLLY. The warranty is an independent, voluntary and gratuitous service which does not influence the agreements made between the vendor and the purchaser in any way.

## **12. Law and Court**

**12.1** These terms and conditions of warranty shall be exclusively governed by, and construed in accordance with the laws of location without regard to any conflict of law provisions.

**12.2** The court of location, location shall be the sole and exclusive venue for any dispute regarding the warranties as meant herein.

**12.3** Only the English version of these Warranty Conditions is valid. Any translation hereof is for convenience purposes only and shall have no effect.

FOR SALES TO U.S.ONLY: THESE LIMITED WARRANTIES GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS BY STATE LAW THAT VARY FROM STATE TO STATE.

### **EOPLLY New Energy Technology Co. Ltd**

ADD: Account Service Department, Room. B-D, 19 Floor, No.899 Ling Ling Rd, Cross Region Plaza Shanghai. China, 200030

Tel: +86-021-51506161-8016 (Account Service hot line)

Fax: +86-021-51506162

Email: [services@eopllly.com](mailto:services@eopllly.com)

Website: [www.eopllly.com](http://www.eopllly.com)