

Limited Warranty for Amerisolar PV Module(s) 2022

1. Twenty (20) Year Limited Product Warranty

Worldwide Energy and Manufacturing USA Co., Ltd. (hereafter is referred to as “Amerisolar”) warrants its Photovoltaic Module(s) (PV Modules), including factory-assembled DC connectors and cables, if any, to be free from defects and/or failure specified for a period not exceeding twenty (20) years from the date of sale as shown in the Proof of purchase to the Buyer.

The Product Warranty for PV Modules(s) covers (Applicable under normal application, installation, use and service conditions):

- 1) Failure due to defective manufacturing:
 - a) Failure due to oxygenation/distortion of aluminum frame;
 - b) Cracking of the front glass surface due to foreign objects inside the glass;Note: This warranty shall not apply to cracking of glass caused by external shock from flying objects or by external stress.
- 2) Failure due to defective materials:
 - a) Failure due to defective or malfunction of the junction factory-assembled cables and male/female connector.
- 3) Non-conformity to specifications due to faulty production and/or inspection processes.

If PV Module(s) fails to generate power and conform to this warranty, Amerisolar will repair or deliver new modules to replace the PV Module(s), at Amerisolar’s sole option.

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

This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under Clause 2 hereinafter (“Guaranteed Peak Power Limited Warranty”).

2. Guaranteed Peak Power Limited Warranty

Amerisolar warrants the power output for PV Modules for a period of Thirty (30) years from the date shown in the Commercial Invoice to the Buyer as set forth below.

- In the first year, Amerisolar warrants the actual power output of the module will be no less than 97.5% of the minimum “Peak Power at STC” as specified in Amerisolar’s Product Labels (Platinum).
- From the 2nd year to the 30th year, the actual annual power decline will be from 0.89% to 0.58% gradually; by the end of the 30th year, the actual power output will be no less than 80.6% of the minimum “Peak Power at STC” as specified in Amerisolar’s Product Labels (Platinum).

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If the PV Module(s) exhibits a power output less than the warranties set forth above, Buyer need to provide that such loss in power is determined by Amerisolar to be due to defects in material or workmanship during manufacturing and not due to faulty installation or project maintenance, Amerisolar will at its sole option either provide additional Module(s) to the Customer to make up for such power loss compared to the specified in Product Labels, or repair 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”.

3. Exclusions and Limitations

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

- 1) The product is improperly installed;
- 2) Defective components in the construction on which the module is mounted;
- 3) The product is subjected to inappropriate handling, including handling during in-land transportation or in customer’s storage;
- 4) The product is installed in a mobile or marine environment, subjected to improper voltage or power surges, or subjected to abnormal environmental conditions (such as acid rain, salt damage or other pollution);
- 5) Inappropriate maintenance, including maintenance by an unauthorized service technician or non-conformance with Amerisolar’s user manual, is performed on the module;
- 6) The product is subject to external accidents such as fire, explosion, and civil disorder;
- 7) The Product's type, labels, nameplate or module serial number is changed, erased or made illegible;
- 8) Other unforeseen circumstances or causes outside Amerisolar’s control including, but not limited to, surges, lightning, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunami snow damage, etc.

The “Limited Product Warranty” and “Guaranteed Peak Power Limited Warranty” cover only the transportation cost for reshipment of any new PV Modules(s) to the place of installation, and do not cover any charges of transportation for the return of defective PV Module(s) to Amerisolar, customs clearance or any other costs related to installation, removal, or reinstallation of the PV Module(s) which shall be done by Buyer.

Warranty claims will be honored only if the product can be identified as being manufactured by Amerisolar, as indicated by serial numbers under glass.

4. Limitation of Warranty Scope

Amerisolar shall not be liable for any incidental, indirect, consequential or special damages, howsoever caused.

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Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded. Amerisolar's aggregate liability, if any, in damages or otherwise, shall not exceed the rest amount paid by the Buyer and deducted by the remaining value of the claimed PV Module(s).

5. Obtaining Warranty Performance

This "Limited Warranty for PV Module(s)" are applicable only to Buyers who have purchased the PV Module(s) directly from Amerisolar.

- 1) An immediate notification shall be filed directly to Amerisolar by e-mail. Together with the notification, the Buyer shall provide a description of the claim, photos of the corresponding module and serial number(s), QC stamps, and Proof of Purchase such as a Commercial Invoice with signatures and company stamps.
- 2) The claimed PV Modules need to be selected at random by Amerisolar and shall be delivered back to Amerisolar factory for a second testing;
- 3) The return of any PV Module(s) will not be accepted unless prior written authorization has been given by Amerisolar.
- 4) Any replaced Modules shall become the property of Amerisolar. Amerisolar shall have the right to deliver another type of PV Module(s) (different in size, color, shape and/or power) in case production has been discontinued at the time of the claim. The repair or replacement of the PV Module(s) or the delivery with additional PV Module(s) does not cause the beginning of new warranty terms, nor shall the original terms of the "Limited Product Warranty" and the "Guaranteed Peak Power Limited Warranty" be extended.
- 5) This warranty is transferable when product remains installed in the original location.

6. Disputes and Validity

In case of any discrepancy in a warranty-claim, a test-institute TÜV Shanghai need to be involved for final judgment. The claimed PV Modules selected by Amerisolar at random shall be sent to TUV Shanghai for a final testing. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

This limited warranty for PV Module(s) is provided by Worldwide Energy and Manufacturing USA Co., Ltd, shall be valid from January 1, 2022, and shall apply to all PV Module(s) sold to the Buyer after this date. This shall be valid until an updated revision is issued.