

ZHEJIANG XIONGTAI PHOTOVOLTAIC TECHNOLOGY CO., LTD.

Photovoltaic Modules Limited Warranty

1. Limited Product Warranty - Twelve Years Repair, Replacement or Refund Remedy

SHINETIME SOLAR warrants its MODULES, including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application, installation, and use and service conditions. If MODULES fail to conform to this warranty, during the period of one hundred and fourteen four (144) months from the WARRANTY START DATE, SHINETIME SOLAR will, at its option, either repair or replace the product, or refund the then current market price of the MODULES. The repair or replacement or refund 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").

2. Limited Peak Power Warranty - Limited Remedy

Shinetime Solar warrants that for a period of 25 years commencing on the WARRANTY START DATE loss of power output of the nominal power output specified in the relevant product data sheet and measured at standard test conditions (STC) for the products shall not exceed:

- For Poly crystalline Products: 3.0% in the first year, thereafter 0.7% per year, ending with 80% in the 25th year after WARRANTY START DATE.
- For the Mono crystalline Products: 3.5% in the first year, thereafter 0.68% per year, ending with 80% in the 25th year after WARRANTY START DATE.

If the MODULE power output does not achieve the above minimum output thresholds during the guarantee period, then such loss in power is determined by Shinetime Solar, at its sole and absolute discretion, and shall be compensated by providing CUSTOMER additional MODULES to make up such loss in power.

"Nominal Power Output" is the power in Watt Peak that a PV-module generates in its Maximum Power Point under STC condition. "STC" are as follows (a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per m² and (c) a cell temperature of 25 degree Centigrade. The measurements are carried out in accordance with IEC60904 as tested at the connector or junction box terminals (as applicable) per the calibration and testing standards of Shinetime Solar valid at the date of manufacture of the PV-Modules.

This "Limited Warranty of PV Modules" does not cover any transportation charge, customs clearance or any other costs for return of MODULES or reshipment of any replaced MODULES, or cost associated with installation, removal or reinstallation of MODULES.

3. Warranty Start Date

The Warranty Start Date shall be defined as the date of installation or 12 months after the date of Product(s) dispatch from SHINETIME Solar sites, whichever date is earlier.

4. Exclusions and Limitations

- 1) In any event, all warranty claims must be filed within the applicable warranty period.
- 2) The "Product Warranties" and the "output guarantee" do not apply to any MODULES which have been subjected to:
 - a) Misuse, abuse, neglect or accident;
 - b) Alteration, improper installation or application; Non-observance of SHINETIME SOLAR'S installation and maintenance instructions;
 - c) Repair or modifications by someone other than an approved service technician of SHINETIME SOLAR;
 - d) Power failure surges, lightning, flood, fire, accidental breakage or other events outside SHINETIME SOLAR's control.
- 3) Both "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 Section.
- 4) Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed or made illegible.
- 5) Customs clearance or any other costs for return of the MODULES.

5. Limitation of Warranty Scope

This "Limited Warranty for PV modules" as set forth herein 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 Shinetime Solar, unless such other obligation or liabilities are expressly agreed to in writing on the part of Shinetime Solar. Shinetime Solar 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 but without limitation, or from use or installation. Under no circumstances shall Shinetime Solar be reliable 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. Shinetime Solar's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER.

6. Obtaining Warranty Performance

If the CUSTOMER has a justified claim covered by this "Limited Warranty for PV Modules", an immediate notification directly to SHINETIME SOLAR shall be filed by mailing a registered letter in writing to the address of SHINETIME SOLAR listed hereunder, or, sending an email letter to the email account of SHINETIME SOLAR listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the date on which the MODULES have been purchased. An invoice with clear indication of the purchase date, purchase price, module type, stamp or signature of SHINETIME SOLAR or its 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 SHINETIME SOLAR.

7. Various

The repair or replacement of the MODULES or the supply of additional MODULES, does not cause the beginning of new warranty terms, nor shall the original terms of this "Limited Warranty for PV-Modules" be extended. Any replaced MODULES shall become the property of SHINETIME SOLAR made for their disposal. SHINETIME SOLAR has the right to deliver another type (different in size, color, shape and/or power) in case SHINETIME SOLAR has discontinued producing the replaced MODULES at the time of the claim.

8. Warranty Transfer

This "Limited Warranty for PV Modules" is transferable when the product remains installed in its original installation location.

9. Rights and Remedies against Third Parties

This Limited Warranty shall be construed as a separate warranty and independent from any other contractual arrangement with third parties relating to the Product(s). It shall not affect any rights, obligations and remedies of the Buyer, if any, with regard to third parties for defects or nonconformity or non-compliance of the Products, notwithstanding its legal basis. The rights and remedies provided hereunder are in addition to any other rights and remedies against third parties to which Buyer may be entitled by agreements with such third parties or by law.

10. Force Majeure

SHINETIME SOLAR 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 terms and conditions of sale, including this "Limited Warranty for PV Modules", due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of SHINETIME SOLAR. In such cases, performance by SHINETIME SOLAR of this Limited

Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

11. Validity

This “Limited Warranty of PV Modules” shall be valid together with the stamp and signature of Sales Contract and only valid for all of MODULEs under the Sales Contract.

ZHEJIANG XIONGTAI PHOTOVOLTAIC TECHNOLOGY CO., LTD.

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