

Limited Warranty for PV Modules

(2020 Edition)

1 Limited Product Warranty

BaoDing Lightway Green Energy Technology Co., Ltd. (hereinafter referred to as "LIGHTWAY") warrants its manufactured Photovoltaic Module(s) ("Product"), including factory-assembled DC connectors and cables, to be free from defects (LIGHTWAY' s standard) in materials and workmanship under normal application, installation, use and service conditions. If Product fails to conform to the quality guarantee mentioned above, according to "Clause 3 Exclusions and Limitations" in this warranty, LIGHTWAY will, at its option, repair, replace, provide additional module(s) or refund at nowadays market price of the non-conforming Product to the Customer (do not include the End Customer) for a period of ten (10) years from the Warranty Start Date (the Warranty Start Date is the earlier one of the following two dates: the date of delivery of module(s) to original purchaser ("Customer"), or the date which is one hundred and eighty (180) days following the module(s) manufacture date). The repair, replacement, provision of additional module(s) or refund remedy shall be the sole and exclusive remedy provided under this "Limited Product Warranty" and shall not extend or beyond the ten (10) years period set forth herein.

Claims under this warranty will be honored only if the Customer can provide proof that the non-conforming Product results exclusively from defects in materials and workmanship. For clarification purposes, any deterioration (such deterioration does not result in impairment of the functioning of the Product to a certain extent) in the appearance of the Product, including scratches, stains, mechanical wear, rust, mold, and optical deterioration which occur after delivery to the Customer shall not qualify as a defect herein.

2 Limited Power Warranty

A: Definition of "Standard Test Condition"

The Term "Standard Test Condition (STC)" means a) an irradiation of 1000 watt per square meter (W/m²); b) light spectrum of Air Mass (AM) 1.5; c) a cell temperature of 25 degree centigrade (°C) at right angle irradiation.

The Term "Nominal Power Output (PO)" means the power in watt (Wp) on the original nameplate of the module(s). The power on the nameplate corresponding to the contract or Product, is the lower limit of the PO of the module(s), excluding any positive tolerance that may exist in the module(s).

The Term "Actual Power Output (POt)" refers to, under the STC, the maximum peak output power of the module(s) after the test at a point in time (t) after the Warranty Start Date. The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of LIGHTWAY valid at the date of manufacture of the module(s). LIGHTWAY' s calibration and testing standards shall comply with the standards applied by international institutions accredited for this purpose at that time. (Notice: under STC, the uncertainty of the relevant measurement and test system must be included in all POt measurements).

The Term "Degradation Rate (D)". The calculation formula of D: $D=(1-POt/PO)*100\%$

B: Limited Power Warranty

LIGHTWAY provides Limited Warranty of twenty-five (25) years for its Product Power Output as follows:

LIGHTWAY warrants for its Polycrystalline Module(s) that: under normal application, use, installation and service condition as specified in LIGHTWAY' s installation manual, in the first year beginning from the Warranty Start Date, the Power Output displayed shall be not less than 97.5% of the Nominal Power Output at STC, 0.7% Degradation Rate each year thereafter from the beginning of the second year until that date which is twenty-five(25) years following the Warranty Start Date, at which time the Power Output shall be not less than 80.7% of the Nominal Power Output at STC.

LIGHTWAY warrants for its Mono-crystalline Module(s) that: under normal application, use, installation and service condition as specified in LIGHTWAY' s installation manual, in the first year beginning from the Warranty Start Date, the Power Output displayed shall be not less than 97.5% of the Nominal Power Output at STC, 0.6% Degradation Rate each year thereafter from the beginning of the second year until that date which is twenty-five(25) years following the Warranty Start Date, at which time the Power Output shall be not less than 83.1% of the Nominal Power Output at STC.

3 Exclusions and Limitations

A: The "Limited Product Warranty" and "Limited Power Warranty" herein do not apply to any PV - module(s) which in LIGHTWAY' s absolute judgment have been subjected to:

- Misuse, abuse, neglect or accident;
- Improper transportation, storage or operation;
- Refit, improper installation or application;
- Non - observance of LIGHTWAY' s installation and maintenance instructions;
- Repair or modifications by someone other than an approved service technician of LIGHTWAY;
- Installation in a mobile site or in a marine environment;
- Thunder and lightning, flood, fire, accidental breakage or other events that are outside LIGHTWAY' s control;
- Alteration, remove or beyond recognition of the type or serial number of Product;
- Not 100% payment received by LIGHTWAY.

B: Warranty claims must be put forward within the applicable warranty period in any event.

C: Expenses related to the installation, disassembly or reinstallation of PV modules (except as expressly stated in the last paragraph of Clause 4 "Performance of Warranty") and customs clearance cost for returning PV modules or any other costs are not covered by this Limited Warranty.

4 Performance of Warranty

A: If the Customer has a justified claim covered by this Limited Warranty, the Customer must immediately write a report of the warranty case to LIGHTWAY. The report shall include the following information:

- (a) Name and address of the END CUSTOMER and INSTALLER ;
- (b) Address of the place of installation of the respec-



(c)The dealer, who sold the PV module(s), or any distributors authorized in writing by LIGHTWAY;

(d)A copy of the purchase agreement or installation agreement ;

(e)An invoice with clear indication of the purchase date, purchase price, and module type;

(f)Quantity and the serial number of PV module(s) affected ;

(g)A description of the claimed defect;

In particular, regarding to material or workmanship defect; if possible, photos of the defective PV module(s) which show the defect. The stamp or signature of LIGHTWAY or its distributors should also be submitted as part of the evidence.

In the case of a low power output; information regarding the PV generator, the inverter, the circuitry (please see the installation documentation for this which you should have received from your INSTALLER) as well as the shadowing situation at the location are required (please attach pictures, if possible).

(h)The desired processing result.

Note:

The report of a warranty case is to be addressed to one of the Service - /Contact - Addresses of LIGHTWAY.

If the module(s) need to be send back to LIGHTWAY for inspection, repair or replacement, LIGHTWAY shall provide the customer with a Return Merchandise Authorization (RMA). However, LIGHTWAY will not accept a return of any module(s) without such RMA. With the approval of the LIGHTWAY's Customer Service Department, in connection with both "Limited Product Warranty" and "Limited Power Warranty", LIGHTWAY may reimburse customer for reasonable, normal and documented transportation charges by sea freight (for both the return of the module(s) and reshipment of any repair or replacement module(s)).

LIGHTWAY shall be entitled, in LIGHTWAY' s sole discretion upon written notice to Customer, to require that any breach of the Warranties alleged by Customer shall be reviewed by TUV Rheinland, TUV SUD or other neutral third party testing laboratory selected by LIGHTWAY and approved by Customer, such approval ("Independent Testing Lab") should not to be unreasonably withheld or delayed. The power measurement tolerance of any testing equipment utilized by any Independent Testing Lab in performing tests required by this section shall be disclosed in writing to both Parties prior to performance of any such tests and shall be reflected in any final test results provided by the Independent Testing Lab. The determination by an Independent Testing Lab as to whether a breach has occurred shall be final and conclusive with respect to the matters covered by such determination.

B: Limited Remedies

In LIGHTWAY' s sole discretion, LIGHTWAY shall repair, replace or provide additional module(s) compensating for the related power loss for any module(s) which causes a breach of the Warranties. Additional, repaired or replaced module(s) shall be delivered to the same destination and on the same INCOTERMS 2010 delivery basis that the original module(s) causing breach of the Warranties was delivered under the purchase agreement to which this Limited Warranty applies. Replaced module(s) received by LIGHTWAY shall be the sole property of LIGHTWAY. LIGHTWAY shall be solely responsible for all shipping costs incurred performing its additional supply, repair or replacement obligations. Additional or replacement module(s) shall be of the same type and physical form as the original module(s), electrically compatible with

the original module(s), and have an electrical output of not less than the warranted power output of the original module(s) at the time of supply or replacement. Notwithstanding the foregoing, if LIGHTWAY no longer supplies module(s) meeting the foregoing criteria, then additional or replacement module(s) shall be those module(s) then supplied by LIGHTWAY most substantially meeting the foregoing criteria. LIGHTWAY' s performance of any repair, replacement or additional supply shall not extend the term of any Warranties.

Under no circumstances will either party be liable to the other party or its affiliates, officers, directors, employees, stockholders, agents or representatives for any special, incidental, indirect, punitive or consequential damages, costs or expenses (including but not limited to, profit loss, revenues loss, loss of business and/or loss of savings), arising under this agreement or concerning any Product, even if such party has been advised of the possibility of such damages, costs or expenses. LIGHTWAY' s aggregate liability, if any, in damages and otherwise, shall not exceed the Invoice Value as paid by the Customer for the non-conforming Product.

5 Severability

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

6 Disputes

In case of any discrepancy in a warranty claim, a mutually agreed upon test institute shall be involved for the final judgment. All fees and expenses shall be borne by the losing party unless otherwise awarded.

7 Force Majeure

LIGHTWAY shall not be in any way be responsible or liable to the Customer or any third - party arising out of any non - performance or delay in performance of any terms and conditions of sale, including this limited warranty, due to Acts of God; earthquakes, whirlwinds, floods, lightning, snow damage as well as war, riots, strikes, unavailability of suitable and sufficient labor, 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.



Customer Service Contact Information

Email : _____

Phone Number : _____

Address : _____

MKT-20191216

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