

## Limited Warranty for Skyworth/Solavita Solar Modules

Skyworth/ Solavita provides the following warranty commitment to purchasers (hereinafter referred to as "Customers") of crystalline silicon photovoltaic modules. The limited warranty terms are as follows:

## **1. LIMITED PRODUCT WARRANTY - REPAIR, REPLACEMENT OR REFUND**

Based on the exceptions and limitations in Clause 3, Skyworth/Solavita warrants a limited warranty service for its solar crystalline silicon photovoltaic modules (hereinafter referred to as modules) including factory-installed glass, batteries, films, frames, electrical components, junction boxes, connectors and cables and other parts under normal application, operation, use, installation and maintenance conditions.

The warranty start date of the Solar Modules stipulated under this Limited Warranty for Solar Modules (hereinafter referred to as "Limited Warranty") is the date of delivery to the Initial Customer or 6 months after the modules are shipped out of the production plant (Incoterms 2020), whichever is earlier (hereinafter referred to "Warranty Start Date").

1) P type/N type modules will be free of product defects due to material and workmanship and design reasons for 15 years after the warranty start date.

2) ABC all-black modules will be free of product defects due to material and workmanship and design reasons for 15 years after the warranty start date.

The Products shall be free from defects in materials, workmanship or design issues within fifteen years after the Warranty Start Date.

If the modules have material or workmanship defects or design defects during the warranty period, Skyworth/Solavita will, at its sole discretion, repair or provide the modules for replacement, or compensate the customer for the residual value of the replacement material or defective module at a reasonable market price, depending on the type of product problem.

It should be clarified that "defects in materials or process and design defects" will refer to the appearance defect evaluation standards specified in Clause 8 of IEC 61215-1, Clause 4.1 of IEC 61215-2, and Clause 10.2 of IEC 61730-2, as well as the electrical and mechanical structural defects defined in Clause 4 of IEC 61215-2. For defective modules, the options include repairing or replacing the defective modules, or compensating for the remaining market value of replacement materials or defective modules. These three methods constitute the only compensation options, and cannot exceed the 15-year period stipulated in this warranty. Skyworth/Solavita provides direct compensation to its end customers, and this limited product warranty does not

cover the rated power output of the modules, which will be specifically described in Clause 2 below (“LIMITED PEAK POWER WARRANTY”).

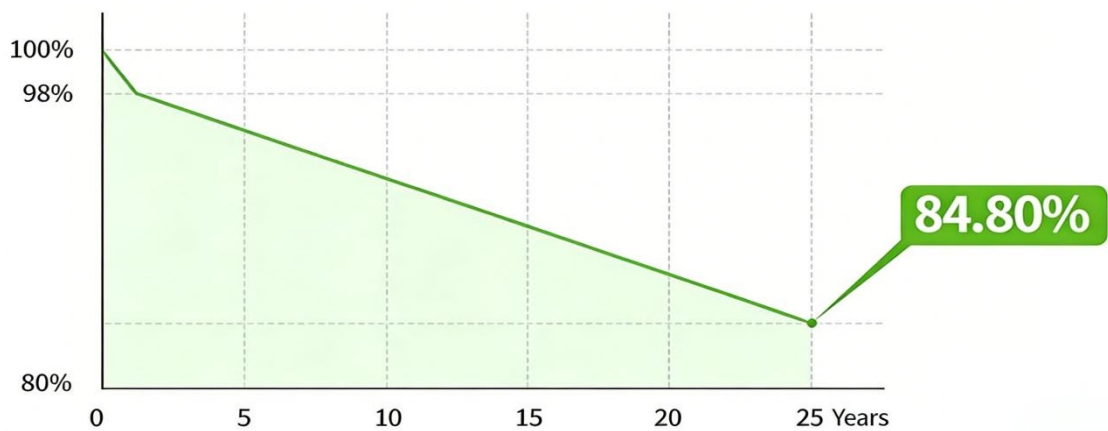
## 2. LIMITED PEAK POWER WARRANTY - LIMITED REMEDY

Based on the exceptions and limitations in Clause 3, Skyworth/Solavita undertakes to:

1) Within one year from the start of the warranty, the output power of the P-type single-glass module under standard test conditions (standard test condition STC: AM1.5, light irradiation intensity 1000W/m<sup>2</sup>, direct angle irradiation, a cell temperature of 25 degrees centigrade, according to IEC61215 measurement) is no less than 98% of the Pmax value indicated on the product nameplate; In the next 2 to 25 years, the output power of its modules under standard test conditions decreased by no more than 0.55% per year compared to the Pmax value indicated on the product nameplate. Therefore, the output power of the module under standard test conditions is no less than 84.8% of the Pmax value indicated on the product nameplate within 25 years from the start of the warranty.

$$\text{Actual Power Output (Year=1)} \geq \text{Nominal Power} * (1 - 2\%)$$

$$\text{Actual Power Output (Year=N, } 2 \leq N \leq 25) \geq \text{Nominal Power} * (1 - (2\% + 0.55\% * (N-1)))$$

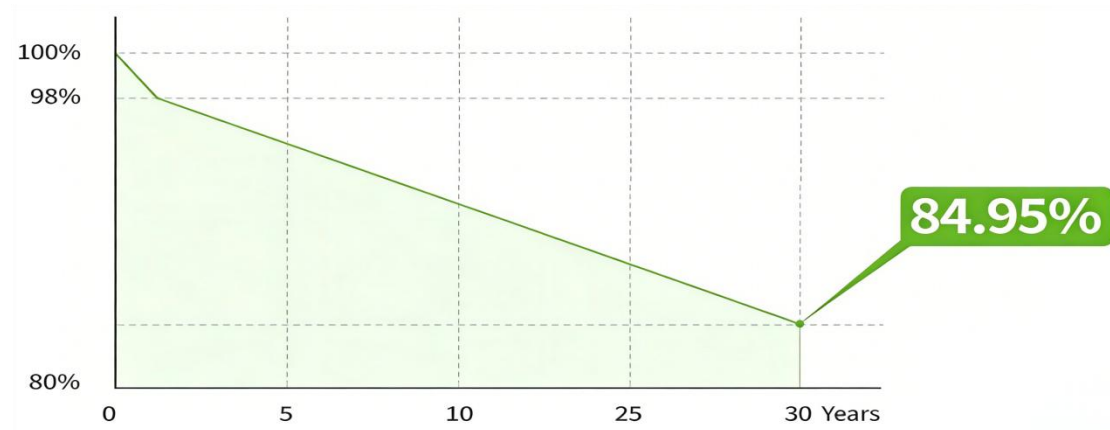


**Skyworth/Solavita P-type single-glass module linear power output guarantee**

2) Within one year from the start of the warranty, the output power of the P-type double-glass module under standard test conditions (standard test condition STC: AM1.5, light irradiation intensity 1000W/m<sup>2</sup>, direct angle irradiation, a cell temperature of 25 degrees centigrade, according to IEC61215 measurement) is no less than 98% of the Pmax value indicated on the product nameplate; In the next 2 to 30 years, the output power of its modules under standard test conditions decreased by no more than 0.45% per year compared to the Pmax value indicated on the product nameplate. Therefore, the output power of the module under standard test conditions is no less than 84.95% of the Pmax value indicated on the product nameplate within 30 years from the start of the warranty.

*Actual Power Output (Year=1)  $\geq$  Nominal Power \* (1 — 2%)*

*Actual Power Output(Year=N, 2≤N≤30 )  $\geq$  Nominal Power \* (1 —(2% + 0.45% \*(N-1)))*

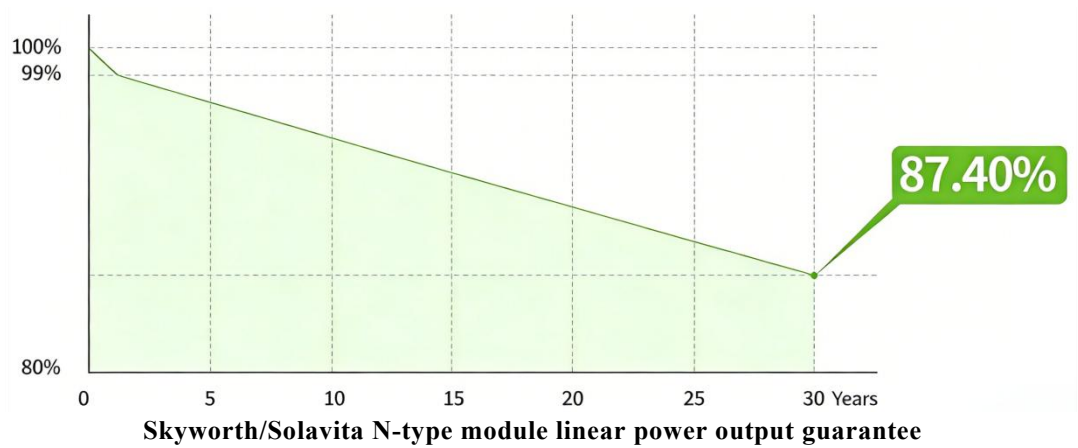


### Skyworth/Solavita P-type double-glass module linear power output guarantee

3) Within one year from the start of the warranty, the output power of the N-type module under standard test conditions (standard test condition STC: AM1.5, light irradiation intensity 1000W/m<sup>2</sup>, direct angle irradiation, a cell temperature of 25 degrees centigrade, according to IEC61215 measurement) is no less than 99% of the Pmax value indicated on the product nameplate; In the next 2 to 30 years, the output power of its modules under standard test conditions decreased by no more than 0.4% per year compared to the Pmax value indicated on the product nameplate. Therefore, the output power of the module under standard test conditions is no less than 87.4% of the Pmax value indicated on the product nameplate within 30 years from the start of the warranty.

*Actual Power Output (Year=1)  $\geq$  Nominal Power \* (1 — 1%)*

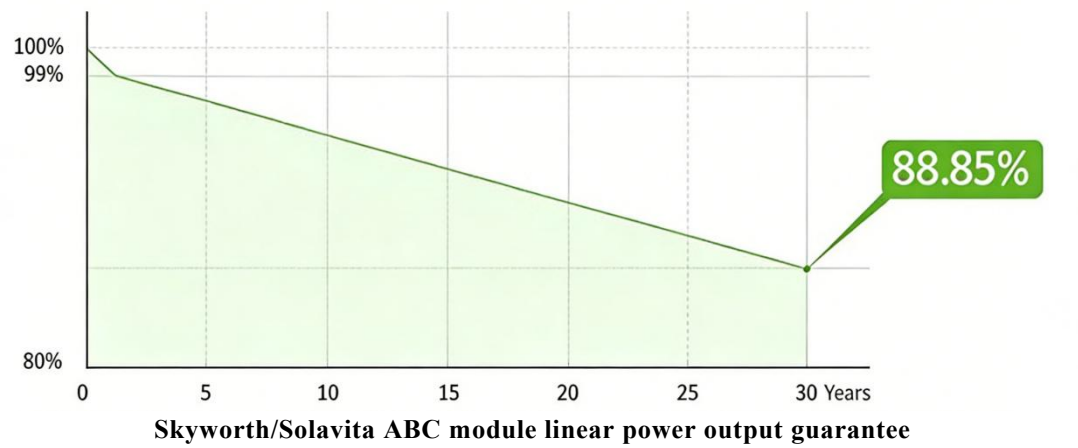
*Actual Power Output(Year=N, 2≤N≤30 )  $\geq$  Nominal Power \* (1 —(1% + 0.4% \*(N-1)))*



4) Within one year from the start of the warranty, the output power of the ABC module under standard test conditions (standard test condition STC: AM1.5, light irradiation intensity 1000W/m², direct angle irradiation, a cell temperature of 25 degrees centigrade, according to IEC61215 measurement) is no less than 99% of the Pmax value indicated on the product nameplate; In the next 2 to 30 years, the output power of its modules under standard test conditions decreased by no more than 0.35% per year compared to the Pmax value indicated on the product nameplate. Therefore, the output power of the module under standard test conditions is no less than 88.85% of the Pmax value indicated on the product nameplate within 30 years from the start of the warranty.

*Actual Power Output (Year=1) ≥ Nominal Power \* (1 — 1%)*

*Actual Power Output(Year=N, 2≤N≤30 ) ≥Nominal Power \*(1 —(1% + 0.35% \*(N-1)))*



In the event that the customer claims that the module(s) fails to meet the “Limited Warranty” as described in Sections 1 and 2 above, and the modules are indeed measured by the test equipment of Skyworth/Solavita Factory or a third-party testing institution jointly recognized by both parties that exceed the above power guarantee value, the customer has the right to claim for the modules under this limited warranty.

- Skyworth/Solavita shall, at its sole discretion, either:
- 1) Repair the defective solar modules. In such case, the Supplier shall prepare the repair project plan and carry out the repair project for the affected modules;

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2) Replace the defective modules to make up for the output gap between the guaranteed output and the actual power output of the defective module(s) ;

3) Refund the reasonable market value corresponding to the difference between the actual output power of the product and the warranty power at the time of claim.

The remedies measures proposed in Clause 2 shall be the sole remedies provided under the “Limited Peak Power Warranty”.

Note: Because of different measurement equipment, any power test method mentioned above should be performed in accordance with the requirements of IEC 60904 standard and take into account the uncertainty of testing by different institutions, subject to the specific performing agency.

### 3. EXCEPTIONS AND LIMITATIONS

A. In any event, all warranty claims must be made in accordance with the steps set out in Clause 4 during the corresponding warranty period.

B. This limited warranty will not apply if:

- Misuse, abuse, negligence or accident;
- Replace, disassemble, reinstall, and/or install improperly;
- Failure to comply with the relevant provisions of the Skyworth/Solavita 's module installation manual, module technical specification and maintenance manual;
- It is not repaired or modified by authorized or certified technical personnel of Skyworth/Solavita;
- Failure caused by peripheral devices;
- Use in abnormal conditions or environments that exceed the range of use conditions specified in the product specification and installation instructions (such as high temperature and high humidity areas);
- The product is installed on a movable platform (except for photovoltaic tracking systems) or exposed to the marine environment;
- Module(s) which have been installed on unqualified buildings;
- The use of modules is not related to solar power generation;
- Connecting the modules with photovoltaic modules from other suppliers or with other modules of different models or different power outputs without the prior permission of Skyworth/Solavita;
- Defects caused by violations of normal transportation or storage conditions or specified transportation and storage rules by Skyworth/Solavita after the modules are delivered to the customer;

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• Natural minor scratches, stains, mechanical wear, rust, degradation, discoloration or other appearance changes that have not affected power output or mechanical structural strength since shipping from the date of shipment are not limited to the following appearance changes during the warranty period:

- a. Non-serious partial fading of laminate parts;
- b. Non-serious reduction in glass transmittance;
- c. Non-serious increased surface roughness of modules;
- d. Non-serious border damage caused by environmental influences;
- e. Non-serious junction box damage caused by environmental pressure or corrosion sources;
- f. Non-serious damage to cables and connectors caused by environmental pressure or corrosion;
- g. Non-serious border fixation damage caused by environmental pressure.

• Accidents caused by power outages, surges, floods, fires, accidental damage, or other natural forces, force majeure factors (including but not limited to war, riot, strike, epidemic, quarantine, traffic control and other social events; or due to lack of adequate labor force, shortage of raw materials or inability to produce capacity, technology or output, or delay not attributable to Skyworth/Solavita, government acts, change of laws), or unforeseen events beyond the control of the Skyworth/Solavita.

• Module(s) which have been used in a way that infringes on the intellectual property rights of the Skyworth/Solavita or any other third party (including but not limited to patent rights, trademark rights, etc.);

C. Skyworth/Solavita undertakes to bear the reasonable freight in the following cases:

(i) with the written permission of Skyworth/Solavita, the customer returns the defective product to Skyworth/Solavita;

(ii) the repaired, replaced, or reissued product is shipped to the customer;

However, the above-mentioned reasonable transportation costs do not include product insurance premiums, import and export tariffs, and any expenses incurred due to the customer's negligence in cooperating, such as storage fees, demurrage fees, etc. The buyer shall provide the original proof of such reasonable freight, otherwise Skyworth/Solavita will not bear such reasonable freight.

If Skyworth/Solavita chooses to repair defective products by itself, the customer should provide reasonable and necessary on-site cooperation; If Skyworth/Solavita agrees to the customer's own maintenance or entrusts a third party to repair, Skyworth/Solavita shall bear reasonable material and labor costs directly related to the maintenance.

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Regardless of whether Skyworth/Solavita chooses to repair defective products (including customer repair by itself or entrusted to a third party to repair), replace defective products, or compensate customers, the following costs shall be borne by the customer:

(i) Costs and expenses related to the disassembly, repackaging, installation of replacement products, reinstallation of repaired products, etc., as well as costs incurred for loss of power generation, including but not limited to costs incurred for the disposal of solid waste, electronic waste, or compliance with environmental regulations;

(ii) Product compliance fees that increase due to changes in laws, regulations, or industry standards after the product is sold.

D. If the type or serial number of the modules have been altered, removed or made illegible, the warranty claim will not be honored.

E. The Supplier assumes no warranties, express or implied, other than the warranties expressly made herein. Skyworth/Solavita shall not be responsible or liable for any personal injury, property damage or other loss or injury caused by the modules (including but not limited to: module defects or the installation and use of the modules). Skyworth/Solavita shall not be liable for any incidental, indirect loss, loss of use, loss of profits, loss of revenues, loss of production or special damage. Skyworth/Solavita 's liability for any damage or other circumstances will not exceed the invoice amount paid by the customer for the unit product.

## **4. OBTAINING WARRANTY**

A. Warranty claims should be sent to (a) the module distributor, or (b) the module distribution partner authorized by Skyworth/Solavita, or (c) directly to the location of Skyworth/Solavita.

B. Warranty claims must be mailed by registered mail or a regular courier company. The claim must include the claimant, the module type, the serial number of the defective module (both can be found on the module label), the date of installation, the location and the installation address, a precise description of the defect discovery (if possible, any information that can be analyzed for the defect: such as defect photographs, system circuit diagrams and any system data monitoring records) and the relevant invoice, a copy of the purchase contract, project location, other supplementary information required by Skyworth/Solavita and a statement that “We hereby accept the laws and regulations, professional appraisers and arbitration set out in Clause 6 of this Limited Warranty”. In addition, the customer is required to provide proof of the date of sale of the module. Claims do not comply with Clause 4.C will not be supported.

C. Any claim that qualifies under this Limited Warranty shall be forfeited if the following conditions apply: (a) the customer fails to file a written claim against Skyworth/Solavita or its distributor under Section 4.A within 30 days of the discovery or should have discovered the defect in the module; or (b) the customer fails to take arbitration action within 6 months of making the claim.

D. If the claimed module has been discontinued after receiving the claim, Skyworth/Solavita has the right to provide another type of module (with other characteristics

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if necessary) to replace it, and the power of the replacement product is not lower than that of the original supplied product.

E. Repaired, replaced, or additionally compensated modules will not be renewed or extended the warranty period, it will still be based on the original product warranty period.

F. Any substituted claimed/defective product belongs to the property of Skyworth/Solavita. Without prior written permission from Skyworth/Solavita, the replaced products shall not be sold privately.

## **5. SEVERABILITY**

If a part, provision or clause of this Limited Warranty, or application for any person or any circumstance, is held invalid, or unenforceable, they shall not affect or void all other parts, provisions, clauses or applications of this Limited Warranty. The part, provision or provision that is deemed invalid or unenforceable is severed from the other part, provision or provision.

## **6. DISPUTES**

Regardless of the form of product problems related to the warranty of Skyworth/Solavita, if the complaint is reported 6 months after the problem occurs, Skyworth/Solavita will not accept the complaint.

In case of any discrepancy in a warranty claim, Skyworth/Solavita will invite third-party testing institutions with world-class testing qualifications, such as the Fraunhofer Institute in Freiburg/Germany, or TUV Rheinland in Cologne/China, TUV Nord, TÜV Süd, Intertek, CSA, and other IECEE-accredited testing laboratories (CBTL) to adjudicate the case. Unless otherwise pronounced, all fees and expenses shall be borne by the losing party. If Skyworth/Solavita or the customer refuses to accept the conclusion of the third-party testing agency, the dispute shall be finally resolved through the dispute resolution method determined in the module sales contract signed between Skyworth/Solavita and the customer. In this regard, Skyworth/Solavita reserves the right of final interpretation.