

# Limited Warranty

## For Solar Modules

## GLOBAL LIMITED WARRANTY TERMS

Renesola Co., Ltd. (hereinafter “**RENESOLA**”) hereby grants the following Global Limited Warranty to the first customer installing for its own use (hereinafter “**BUYER**”) any of specified (and no other) brand models listed below (hereinafter “**PRODUCTS**”):

### 1. WARRANTY START DATE.

Renesola provides the warranties set forth herein commencing upon the earlier of delivery of a Module to the original purchaser thereof or that date which is one hundred and eighty (180) days following the Module manufacture date (as indicated by the serial number for such Module) (“**Warranty Start Date**”).

### 2. LIMITED PRODUCT WARRANTY.

Beginning on the Warranty Start Date and terminating on that date which is one hundred and forty-four (144) months thereafter for Series A: single glass, Series B: dual glass and Series C N-type modules. RENESOLA warrants that the Module and its respective DC connector and cables, if any, shall be free from material defects in design, materials and workmanship that impair the performance of the Module (“**Limited Product Warranty**”). Material defects shall not include normal wear and tear.

### 3. LIMITED POWER WARRANTY.

This Limited Warranty applies to the following modules:

Series A single glass	Module Type
Saturn 41-108	RS41-xxxMXB
	RS41-xxxM RS41-xxxMB
	RS41-xxxMX
Saturn 4-120	RS4-xxxMXB
	RS4-xxxM RS4-xxxMB
	RS4-xxxMX
Saturn 6-144	RS6-xxxMXB
	RS6-xxxM RS6-xxxMB
	RS6-xxxMX
Saturn 5-132	RS5-xxxMXB
	RS5-xxxM RS5-xxxMB
	RS5-xxxMX
Saturn 2-120	RS2-xxxM RS2-xxxMB RS2-xxxMX
Saturn 3-144	RS3-xxxM RS3-xxxMB RS2-xxxMX
Mars 1-144	RS13-xxxM
Mars 1-120	RS14-xxxM

<b>Mars 1-72</b>	RS15-xxxM
<b>Mars 1-60</b>	RS16-xxxM
<b>Series B dual glass</b>	<b>Module Type</b>
<b>Saturn 41-108</b>	RS41-xxxMBG
<b>Saturn 4-120</b>	RS4-xxxMBG
<b>Saturn 6-144</b>	RS6-xxxMBG,RS6-xxxMG
<b>Jupiter 8-120</b>	RS8-xxxMBG
<b>Jupiter 91-110</b>	RS91-xxxMBG
<b>Saturn 2-120</b>	RS2-xxxMG
<b>Saturn 3-144</b>	RS3-xxxMG
<b>Mars 1-144</b>	RS13-xxxMG
<b>Mars 1-120</b>	RS14-xxxMG
<b>Series C N-type</b>	<b>Module Type</b>
<b>Saturn 41-108</b>	RS41-xxxN RS41-xxxNG
	RS41-xxxNX
	RS41-xxxNBG
<b>Saturn 4-120</b>	RS4-xxxN RS4-xxxNG
	RS4-xxxNX
	RS4-xxxNBG
<b>Saturn 6-144</b>	RS6-xxxN RS6-xxxNG
	RS6-xxxNX
	RS6-xxxNBG
<b>Saturn 5-132</b>	RS5-xxxN RS5-xxxNG
	RS5-xxxNX
<b>Saturn 7-156</b>	RS7-xxxN RS7-xxxNG
	RS7-xxxNX
<b>Series D 210-132 series</b>	<b>Module Type</b>
<b>Jupiter 9-132</b>	<b>RS9-xxxMBG</b>

**For series A:25-Year Limited Performance Warranty**

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

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

**For series B:30-Year Limited Performance Warranty**

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

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

**For series C:30-Year Limited Performance Warranty**

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

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

**For series D:30-Year Limited Performance Warranty**

Actual Power Output (Year=1)  $\geq$  Nominal Power \* (1 - 1.5%)

Actual Power Output(Year=N,  $2 \leq N \leq 30$ )  $\geq$  Nominal Power \* (1 - (1.5% + 0.4% \* (N-1)))

The actual power output is to be measured under standard testing condition (“STC” or “Standard Test Conditions”) in an independent testing lab accepted by the Supplier or previously designated by the Supplier, and when measuring the actual power output, measurement equipment tolerance is to be taken into consideration, as per IEC60904. Standard Test Conditions are: Air mass 1.5, wind speed 0m/s, irradiance 1000W/m<sup>2</sup>, cell temperature 25°C.

#### 4. Exclusions and Limitations

This "Global Limited Warranty" does not apply to any Products which have been subject to: 1) Failure to pay the purchase price towards RENESOLA or its subsidiaries which have put the module on the market even though (i) the payment was due and (ii) the direct customer who has obtained the module from RENESOLA or its subsidiary ("Direct Customer") is not entitled to withhold the purchase price or parts of the purchase price. RENESOLA must inform the Buyer about the non-payment and provide the name and the full address of the Direct Customer which has failed to pay the module. In case that RENESOLA can reject the claims under this Global Limited Warranty based on this provision, the Buyer can deposit the amount not paid in order to trigger the Global Limited Warranty claims;

- 2) Failure to provide proof of purchase or product information;
- 3) Failure to comply with the requirements of RENESOLA's user manual or rules of use and application for the Products;
- 4) Failure to carry out proper operation and maintenance (including but not limited to operation and maintenance requirements requested by RENESOLA's applicable user manual or other applicable local laws and regulations of the place of installation);
- 5) Service by service technicians who are not qualified under the relevant law and/or applicable regulations at the place of installation;
- 6) Change, erasure or illegible-made of the Product's type, nameplate or serial number (other than by any act or omission of RENESOLA);
- 7) Installation on mobile units (except photovoltaic tracking system), such as vehicles, ships or offshore-structures (except water surface floating systems pursuant) ;
- 8) Exposure to voltage in excess to the maximum system voltage or power surges;
- 9) defective components in the construction on which the module is mounted; 10) Exposure to mold discoloration or similar external effects; 11) unauthorized modifications:
  - i) Operation/maintenance by use of unauthorized spare parts;
  - ii) Application under extreme environmental conditions or rapid changes in such environments resulting in corrosion, oxidation, or affected by chemical products;
  - iii) Other acts beyond RENESOLA's reasonable control (including direct or indirect damage by war, fire, flood, hurricane, volcanic eruption, surface collapse, debris flow, lightning, earthquake, heavy snowfall, hailstone, strong breeze etc.);
- 12) Use of the Products in such a manner as to infringe RENESOLA's or any third party's intellectual property rights (including but not limited to patents, trademarks, etc.);
- 13) Any subsequent sale of the Products from a country where RENESOLA was first marketed to another country without the consent of RENESOLA ("Prohibition of Parallel Import"). But the Prohibition of Parallel Import does not apply to the sales within the European Union ("EU"), where the sale of Products from one EU country to another does not require the consent of RENESOLA. However, the consent of RENESOLA must be obtained for the sale of Products from outside the EU to an EU country or from an EU country to outside the EU.

## 5. Repair, Replacement or Refund Remedy

a) As Buyer's sole and exclusive remedy under this Global Limited Warranty (though the Buyer should note regarding the potential existence of other statutory rights and for Australian Buyers) RENESOLA will, at its sole discretion, either, with regard to the applicable Products:

- (i) determine a maintenance plan and repair the defective Products; or
- (ii) refund the difference value between the actual STC power and the warranty power of the defective products. Difference value = The market price at the moment of raising Global Limited Warranty claims (per watt) \* sum of the remaining theoretical warranty power - sum of STC power actually measured by third party; or
- (iii) refund the salvage value of the defective Products. For purposes of this Global Limited Warranty salvage value = The market price at the moment of raising warranty claim (unit price per watt) \* the original guaranteed nameplate power \* remaining warranty period (year) / original total warranty period by RENESOLA; or
- (iv) provide free Products to make up for the difference between the actual STC power of defective Products and the warranty power (Difference power = sum of the remaining theoretical warranty power - sum of STC power actually measured by third party; or
- (v) replace the defective Products or part thereof by new or re-manufactured Products at no charge. The total nominal power of the replaced Products shall not be less than the total remaining theoretical warranty power of the defective Products. RENESOLA reserves the right to provide similar Products in replacement of the defective Products if the defective Products are discontinued or otherwise unavailable.

During the warranty period, in the event that RENESOLA shall bear the costs for repairing and all reasonable insurance and transportation charges (except air freight), customs clearance and any other reasonable costs for shipping the repaired Products to the Buyer (the Buyer may claim reimbursement by RENESOLA for these charges by providing an invoice from the relevant service provider to RENESOLA that these charges were incurred). The costs and other related expenses for the removal, repack, installation or re-installation shall remain with the Buyer. Beyond the warranty period, Buyer shall bear all reasonable costs of materials, labor, freight, clearance, removal, repack, installation or re-installation whatsoever related to repairing.

In the event that RENESOLA opts for option under Sec 5(a) (iv),(v), RENESOLA shall bear all reasonable insurance and transportation charges (except air freight), customs clearance and any other reasonable costs for shipping the replaced Products to the Buyer (the Buyer may claim reimbursement by RENESOLA for these charges by providing an invoice from the relevant service provider to RENESOLA that these charges were incurred). The costs and other related expenses for the removal, repack, installation or re-installation shall remain with the Buyer.

Defect Products or end of lifetime Products shall be disposed if legally permissible by the Buyer in accordance with local applicable laws or regulations, unless RENESOLA agrees or where legally mandatory takes them back. If RENESOLA decides or where legally mandatory takes the defective products back, the goods property of these products shall belong to RENESOLA without any limitation.

b) The Global Limited Warranty periods shall not extend or renew upon the repair or replacement of defective Products by RENESOLA. The Global Limited Warranty period for replaced or repaired Products is the remainder of the Global Limited Warranty period on the original new Products.

c) All other claims under this Global Limited Warranty against RENESOLA shall be excluded. Under this limited Warranty, RENESOLA is not responsible for any special, incidental or consequential damages (including loss of profits, business interruption, loss of power generation, harm to goodwill or business reputation, or delay damages) whether such claims are based in contract, warranty, negligence or strict tort. This exclusion applies to the extent permissible by law, and even if the remedies set forth below herein are deemed to have failed of their essential purpose.

d) YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS LIMITED WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS GLOBAL LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44 OR PURSUANT TO THE MAGNUSON MOSS WARRANTY ACT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS GLOBAL LIMITED WARRANTY STATEMENT MAY NOT APPLY.

e) The following statement applies to Buyers that are "Consumers" within the meaning of the Australian Consumer Law:

"Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure."

## **6. Rights and Remedies against Third Parties**

This Global Limited Warranty shall be construed as a separate warranty and independent from any other contractual arrangement with third parties relating to the Products. It shall not affect any rights, obligations and remedies of the Buyer, if any, with regard to third parties for defects or non-conformity 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 the Buyer may be entitled by agreements with such third parties or by law.

## **7. Claims Procedure, Notice Periods, Expiration of Global Limited Warranty Claims and Limitations.**

- a) The Buyer shall notify RENESOLA under this Global Limited Warranty using RENESOLA's Customer Service Portal at the e-mail [sales.cn@renesola-energy.com](mailto:sales.cn@renesola-energy.com); alternatively by letter or facsimile. The notification shall specify the claim and, without limitation, include proof for the purchase (purchasing invoices indicating purchase date, Products, serial numbers) and for the defect or malfunction (i.e. related to transport, storage, installation and operation) of the Products.
- b) Any dispute on technical facts relating to claims brought under this Global Limited Warranty for defects of Products shall be determined by expert determination. RENESOLA and the Buyer will, at the Buyer's or RENESOLA's request, jointly appoint as independent expert and appraiser a reputable researcher from a first-class test-institute such as Fraunhofer ISE in Freiburg, TÜV Rheinland, TÜV SUD or ASU Arizona State University, and so on ("Technical Expert"). The determination by such Technical Expert shall be final, conclusive, binding and enforceable in any proceeding brought hereunder. The Technical Expert shall (i) act as an expert recognized by RENESOLA; (ii) allow the parties a reasonable opportunity to make representations and counterrepresentations; (iii) take those representations and counter-representations into account; and (iv) if required by either party give written reasons for his or her determination.
- c) Any claim for breach of this Global Limited Warranty must be brought within two (2) months after discovery of the breach.
- d) The return of any defective Products will not be accepted unless prior written authorization has been given by RENESOLA.

## **8. Force Majeure**

RENESOLA shall not be responsible or liable in any way to the Buyer for any non-performance or delay in RENESOLA's performance under this Global Limited Warranty due to occurrences of force majeure such 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 limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the defective Products or the notification of the relevant Global Limited Warranty claim under this limited Warranty.

## **9. Warranty Assignment**

This Global Limited Warranty is transferrable when the Products remain installed in their original installation location.



## **10. Validity**

This Global Limited Warranty shall apply to Products delivered to the Buyer on or after 1<sup>st</sup> of July 2021. This Global Limited Warranty shall be valid until a new revision is issued by RENESOLA.

## **11. Geographical Validity**

This Global Limited Warranty does apply to all countries with the exception of Germany and Turkey where country specific limited warranties apply.

## **12. No Other Express Warranty**

Except as otherwise provided by applicable statutory law (cf. Sec. 5 d) and 5 e)) or unless modified in writing and signed by an officer of RENESOLA, the Global Limited Warranty set forth herein is the only express warranty (whether written or oral) by RENESOLA applicable to the Products and no one is authorized to restrict, expand or otherwise modify this limited Warranty.

## **13. Miscellaneous**

If any provision of this Global Limited Warranty is held invalid, unenforceable or contrary to law then the validity of the remaining provisions of this Global Limited Warranty shall remain in full force and effect.

## **14. Limitation of Liability**

To the maximum extent permitted by applicable law, RENESOLA's aggregate liability according to this Global Limited Warranty shall not exceed the purchase price paid by the Buyer for the defective Products in the case of a Global Limited Warranty claim. The Buyer acknowledges that the foregoing limitation of liability is an essential element of this Global Limited Warranty and that in the absence of such limitations the purchase price of the Products would be significantly higher.

## **15. Applicable Law and Jurisdiction**

The validity of this Global limited Warranty, the construction of its terms and the interpretation and enforcement of the rights and duties of the Buyer and RENESOLA shall be governed by the laws of the country of the original installation location of the Products, to the exclusion of that country's conflicts of law rules as well as of the United Nations Convention on the International Sale of Goods dated 11 April 1980 (CISG) and of any other uniform law.

All disputes arising out of or in connection with this Global Limited Warranty shall be finally settled before the ordinary courts of the country of the original installation location of the Products.

## **16. Note**

The installation and operation of photovoltaic modules requires professional skills and should only be performed by qualified professionals. Please read the safety and installation instructions before using and operating the Products.

<https://www.renesola-energy.com/download1/7144760.html>