


# Limited Manufacturer's Warranty

for DMEGC Solar Photovoltaic Modules

HENGDIAN GROUP DMEGC MAGNETICS CO., LTD.

A man in a dark jacket and glasses is photographing a large array of solar panels. The panels are tilted and reflect the bright light of a sunset. In the background, there are large, white, conical structures, possibly part of a solar tower or heliostats, set against a backdrop of mountains and a dramatic, orange and yellow sky.

DMW-0016 September 15<sup>th</sup> 2021

[www.dmegcsolar.com](http://www.dmegcsolar.com)

## Limited Warranty for DMEGC Solar photovoltaic Modules

For DMEGC Solar or GREENHOUSE branded photovoltaic modules (hereinafter Modules), HENGDIAN GROUP DMEGC MAGNETICS CO., LTD. (hereinafter DMEGC Solar), shall warrant the performance of its Modules to the immediate Buyer starting from the date of purchase, and validity will count down from the Warranty Start Date which is the date of installation or hundred and eighty (180) days after Modules leave DMEGC Solar factory (if the leave date cannot be verified, manufacturing date will be used in its place), whichever date is earlier.

### 1. Limited Product Warranty

DMEGC Solar warrants its Modules to be free from material and/or manufacturing defects but strictly to the extent that it influences the power output functionality of Modules more than expected in accordance with the product specification under normal application, installation, and use conditions. If the glass-foil Modules fail to confirm to this warranty, during the period of One Hundred and Forty-Four (144) months from the Warranty Start Date, or glass-glass Modules fail to confirm to this Warranty, during the period of One Hundred and Eighty (180) months from the Warranty Start Date, DMEGC Solar will, at its option, either repair or replace the Modules; or refund the market value of the Modules at the time of claim, or make up such loss in power by providing to Buyer(s) additional Modules.

Module Warranty Extension Certificate fee will not be considered when opts refund at a claim.

DMEGC Solar shall cover reasonable transportation costs for returning the affected product to DMEGC Solar and shipping the additional, repaired or replaced product to the Buyer.

### 2. Limited Peak Power Warranty

For glass-foil Modules with M2 mono cells inside, no less than 97% of Modules' nominal power in the

first year from Warranty Start Date, thereafter it decreases linearly by no more than 0.7% per year, remains no less than 80.2% of nominal power till the 25th year from Warranty Start Date.

For glass-foil Modules with mono G1 or M6 or M10 or G12 cells inside, no less than 98% of Modules' nominal power in the first year from Warranty Start Date, thereafter it decreases linearly by no more than 0.55% per year, remains no less than 84.8% of nominal power till the 25th year from Warranty Start Date.

For glass-foil Modules with poly cells inside, no less than 97.5% of Modules' nominal power in the first year from Warranty Start Date, thereafter it decreases linearly by no more than 0.7% per year, remains no less than 80.7% of nominal power till the 25th year from Warranty Start Date.

For glass-glass Modules with M2 mono cells inside, no less than 97% of Modules' nominal power in the first year from Warranty Start Date, thereafter it decreases linearly by no more than 0.5% per year, remains no less than 82.5% of nominal power till the 30th year from Warranty Start Date.

For glass-glass Modules with G1 or M6 or M10 or G12 mono cells inside, no less than 98% of Modules' nominal power in the first year from Warranty Start Date, thereafter it decreases linearly by no more than 0.45% per year, remains no less than 85% of nominal power till the 30th year from Warranty Start Date.

For glass-glass Modules with poly cells inside, no less than 97.5% of Modules' nominal power in the first year from Warranty Start Date, thereafter it decreases linearly by no more than 0.52% per year, remains no less than 82.5% of nominal power till the 30th year from Warranty Start Date.

All the warranted percentages of nominal power output should be as indicated by DMEGC Solar on the respective module minus a tolerance range of 3% three percent under standard test conditions, consider the calibration level differs from lab to lab,

the same reference module for the Modules production line flash test at DMEGC Solar (certified by reputable institute) is preferred.

If, for a period of twenty-five (25) years for glass-foil Modules or thirty (30) years for glass-glass Modules from Warranty Start Date, any Modules exhibit a power output less than the Warranted Percentages of Nominal Power Output, provided that such loss in power is determined by DMEGC Solar (at its sole and absolute discretion) to be due to defects in materials or workmanship of the product, DMEGC Solar will, at its sole option, either repair or replace the Modules; or refund the market value of the Modules at the time of claim; or make up such loss in power by providing to Customer(s) additional Modules.

DMEGC Solar shall cover reasonable transportation costs for returning the affected product to DMEGC Solar and shipping the additional, repaired or replaced product to the Buyer. If DMEGC Solar opts repair as the remedy, DMEGC Solar shall cover reasonable material and labor costs related to the repair.

### **3. General Conditions for Warranty Claims**

(1) Claims must be submitted within the applicable warranty period, within a reasonable period maximum 2 (two) weeks of noticing the defect.

(2) The "Limited Product Warranty" and the "Limited Peak Power Warranty" do not apply to any Modules which have been subjected to:

Misuse, abuse, neglect accident, wear and or tear from the installed environment;

Non-compliance with national and local electric codes or installation and maintenance manual of DMEGC Solar;

Poor system design or maintenance like put long term stress on the bypass diodes in the modules. Downgraded, or any Modules not covered by this Warranty agreed by DMEGC Solar and its immediate Buyer; Aesthetic issues associated with but not limited to cells or module(s) color, product size, which do not affect the power output;

Modules installed by someone other than a qualified or licensed technician in the solar or electrical business; Repair or modifications by someone other than an approved service technician of DMEGC Solar;

Power failure surges, lightning, flood, soot, acid rain, industrial chemicals, salt water, fire, accidental breakage or other events out of DMEGC Solar's control.

The claim associates with due payment, nor cover the cost of Warranty Extension Certificate.

Associate with a design/material/process/application other than the conventional PV module which is based on and decided by Buyer.

(3) Both the "Limited Product Warranty" and the "Limited Peak Power Warranty" do not cover non DMEGC Solar branded electronics (like but not limited to micro inverter, optimizer and their accessories), the manufacturer of the electronics will provide warranties.

(4) Both the "Limited Product Warranty" and the "Limited Peak Power Warranty" do not cover any costs and expenses for the removal, installation or reinstallation, scraping of the Modules, those costs and expenses shall remain with the Buyer.

(5) Warranty claims will not be honored if the type or serial number of the Modules have been altered, removed or made illegible;

(6) If the limited years of the "Limited Product Warranty" and the "Limited Peak Power Warranty", conflict with the local laws, the shorter years shall prevail.

(7) If the Modules with a Staubli connector, the Warranty of the connector is according to Staubli, and is not extendable.

### **4. Limitation of liability**

This "Limited Warranty" as set forth herein is 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 DMEGC Solar, unless such other obligations or liabilities are

expressly agreed to in writing signed and approved by DMEGC Solar.

DMEGC 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, without limitation, any defects in the Modules, or from use or installation. Under no circumstances shall DMEGC Solar be liable 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. DMEGC Solar's aggregate liability, if any, in damages or otherwise, shall be limited to the extra DC power output degradation multiplied by the unit price stated on the Invoice if any shall exclude Warranty Extension Certificate fee from DMEGC Solar to its immediate Buyer, taking into account a depreciate ratio according the years of the Limited Peak Power Warranty.

The limitations of liability in this Section enable Seller to provide Products to Buyer at lower prices.

#### **5. Obtaining Warranty Performance**

If the Buyer has a justified claim covered by this "Limited Warranty", an immediate notification shall be filed in writing to **Hengdian Group DMEGC Magnetics Co., Ltd. With address Hengdian Industrial Zone, Dongyang, Zhejiang, China, 322118; Tel: +86-579-86310330; Email: solar@dmegc.com.cn.** Together with the notification, the Buyer should enclose the evidence of the claim with the corresponding serial number of the Modules 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 DMEGC Solar representative 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 DMEGC Solar. Please note that if a claim finally prove is not due to DMEGC Solar fault, the DMEGC Solar Specialist might charge a fee for

visiting your address.

#### **6. 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.

#### **7. Technical Disputes**

In case of any discrepancy in a warranty-claim, a first- class international test-institute such as TÜV Rheinland in Germany/China, TÜV SÜD in Germany/China, PI in Berlin/China and the third party which be agreed between the parties, shall be retained to judge the claim finally. All fees and expenses so arising shall be born by the failed party.

#### **8. Miscellaneous**

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" be extended. Any replaced Modules shall become the property of DMEGC Solar made for their disposal. DMEGC Solar has the right to deliver another type (different in size, color, shape and/or power) in case DMEGC Solar has discontinued producing the replaced Modules at the time of the claim.

#### **9. Warranty Transfer**

This "Limited Warranty" is transferable when the product remains installed in its original installation position. After the transfer, Seller keeps the right to identify and the new Warranty owner shall support to prove he/she is the legal owner of the Warranty to the Seller. Any limitation or restrictions of the warranty or guarantee terms other than this Limited Warranty will be

terminated from the Warranty Transfer execute date.

#### 10. Force Majeure

DMEGC Solar shall not be responsible or liable in any way to the Buyer or any third-party for any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Warranty", due to any acts of God, wars, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of DMEGC Solar. In such cases, performance by DMEGC 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" is valid for all Modules dispatched from DMEGC Solar's factories since 1st Oct 2021 until next update published at [www.dmegc.com.cn](http://www.dmegc.com.cn).

"Nominal Power specified in the product data sheet" 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 m<sup>2</sup> and (c) a cell temperature of 25 degrees centigrade at right angle irradiation. The measurements are carried out as per IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of DMEGC Solar valid at the date of manufacture of the PV- modules.

#### 12. Applicable Law and Dispute Settlement

This "Limited Warranty" shall be governed by and interpreted under the laws of Singapore (irrespective of its choice of law principles) with the exclusion of the 1980 UN Convention on the International Sale of Goods (CISG).

Except for the Technical Disputes, all disputes arising out of or in connection with this "Limited Warranty" shall, unless amicably settled between

the parties, be settled by arbitration in Singapore under the Singapore International Arbitration Centre Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these Rules. The language of arbitration shall be English. The award of the Arbitrators will be final and binding upon the Parties. Provided that there is any inconsistency between sale's contracts with this "Limited Warranty", the "Limited Warranty" shall prevail.

This document constitutes part of the contract and valid automatically when the contract is signed. A copy of the "Limited Warranty" is available via the website [[www.dmegc.com.cn](http://www.dmegc.com.cn)] and can be downloaded.

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