



# Ningbo BEST Solar Energy Technology Co., Ltd

No. 2 BeiXing Road, Mazhu, Yuyao, Zhejiang 315450, China

Tel: (86) 574 62469438

Fax: (86) 574 62469408

Website: [www.cnbestsolar.com](http://www.cnbestsolar.com)

## Limited Warranty for PV Modules

### 1. Limited Product Warranty- Five Years Repair, Replacement

Subject to Clause 1 below, Ningbo Best Solar Energy Technology Co.,Ltd.(“NINGBO BEST SOLAR”) warrants its Photovoltaic Solar Modules, including factory-assembled MC connectors and cables, if any(together, the “MODULES”), to be free from defect in materials and workmanship under normal application, installation, use and service conditions, for a period ending sixty months from the data of sale as shown on the invoice to the original end customer(“the CUSTOMER”). If MODULES fail to conform to this warranty during such sixty months period, NINGBO BEST SOLAR will, at its option, either repair or replace the product. Such repair, replacement shall be the solar and exclusive remedy provided under this Clause 1 and shall not extend beyond the sixty months period set forth herein. It will be performed directly to the CUSTOMER only. This Clause 1 does not warrant a specific power output, which shall be exclusively covered under Clause 2 below (“Limited Peak Power Warranty”)

### 2. Limited Peak Power Warranty- Limited Remedy

#### 10 years

Subject to Clause 3 below, if , within a period of ten (10) years from the date of sale as shown in the invoice to the CUSTOMER, any MODULE(s) exhibits a power output less than 90% of the “Peak Power at STC” as specified at the date of invoice in NINGBO BEST SOLAR’s applicable product information sheet (the “PRODUCT INFORMATION SHEET”), NINGBO BEST SOLAR will, at its option, either provide additional MODULES to the CUSTOMER to make up for such loss in power, or replace the defective MODULE(s).

#### 25 years

Subject to clause 3 below, if, within a period of twenty-five (25) years from the date of sale as shown in the invoice to the CUSTOMER, any MODULE(s) exhibits a power output of less than 80% of the “Peak Power at STC” as specified at the date of invoice in NINGBO BEST SOLAR’s PRODUCT INFORMATION SHEET, NINGBO BEST SOLAR will, at its option, either provide additional MODULES to the CUSTOMER to make up for such loss in power, or replace the defective MODULE(s).

The remedies set forth in this Clause 2 shall be the sole and exclusive remedies with respect to any deficiency in the power output of MODULES.

### Peak Power at STC

Peak Power at STC is the power in Watt peak that a PV-module generates in its Maximum Power Point. STC (Standard-Test- Conditions) are as follows: (a) light spectrum of AM 1.5, (b) an irradiation of 1.000W per m<sup>2</sup> and (c) a cell temperature of 25 degree centigrade at right angle irradiation. The measurements are carried out in accordance with IEC 61215:2005 and IEC 61730 as tested at the connectors per calibration.



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### 3. Exclusions and Limitations

(1) All warranty claims must be filed within the applicable warranty period.

(2) The "Limited Product Warranties" and the "Limited Peak Warranties" described in Clauses 1 & 2 above shall not apply to, and NINGBO BEST SOLAR shall have no obligation of and kind whatsoever with respect to, any MODULES which have been subjected to:

~Misuse, abuse, neglect or accident;

~Alteration, improper installation or application;

~Non-observance of NINGBO BEST SOLAR's installation and maintenance instructions;

~Repair or modifications by someone other than an approved or appointed service technician of NINGBO BEST SOLAR, or

~Power failure surges, lightning, flood, fire, accidental breakage or other events outside the control Of NINGBO BEST SOLAR

(3) After the period of 60 months from the date of sale as shown on the invoice to the original end Neither customer neither the "Limited Product Warranties" nor the "Limited Peak Power Warranties set forth in Clauses 1 and 2 above, respectively, shall cover or include any transportation charges, customs clearance or any other costs for return of the MODULES, or for reshipment of any repaired or replaced MODULES, or costs associated with the installation, removal or reinstallation thereof, all such costs being the sole obligation of the CUSTOMER.

(4) Warranty claims will not be honored if the type or serial number of the MODULES has been altered, removed or made illegible

(5) Damages during transportation from the port of departure to the port of destination have to be claimed by the customer within one month after the effected MODULES arrive at the customer's warehouse.

(6) Claims which are issued after this time range will not be handled by NINGBO BEST SOLAR.

### 4. Limitation of Warranty Scope

The warranties described in these "Limited Warranties for PV Modules" are exclusive and are expressly in lieu of and exclude all other warranties, whether written, oral, express or implied, including but not limited to, warranties of merchantability and of fitness for a particular purpose, use, or application, and all other obligations or liabilities on the part of NINGBO BEST SOLAR, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by NINGBO BEST SOLAR, NINGBO BEST 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 NINGBO BEST SOLAR be liable for incidental, consequential or special damages howsoever cause.



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Loss of use, loss of profits, losses of production, loss of revenues are therefore specifically and without limitation excluded to the extent legally permissible, NINGBO BEST SOLAR'S aggregate liability, if any, in damages or otherwise, shall not exceed the invoice as paid by the CUSTOMER, Exception from this limitation is only the liability described in clause 1 within the sixty months from the date of sale as shown on the invoice to the original end consumer

### 5. Obtaining Warranty Performance

If the CUSTOMER believes that it has a justified claim covered by this "Limited Warranties for PV Modules", the CUSTOMER shall send an immediate notification in writing directly to Ningbo Best Solar Energy Technology Co., Ltd. No.2 Beixing Road, Mazhu town Yuyao, Ningbo city, Zhejiang province, China. Zipcode 315450. Together with the notification, the CUSTOMER must enclose the evidence of the claim, such as the description of the defect, documents showing results of the defect with the corresponding serial number of the MODULE(s) and a copy of the invoice for such MODULES. The return of any MODULES will not be accepted unless prior written authorization has been given by NINGBO BEST SOLAR.

### 6. Various

The repair or replacement of the MODULES or the supply of additional MODULES does not constitute the beginning of a new warranty period, nor shall the original term of this "Limited Warranty for PV-Modules" be extended. Any replaced MODULES shall become the sole property of NINGBO BEST SOLAR and shall be put at NINGBO BEST SOLAR's disposal immediately after a warranty claim has been recognized by NINGBO BEST SOLAR, NINGBO BEST SOLAR has the right to deliver another type of MODULE (different in size, color, shape and/or power) in case NINGBO BEST SOLAR has discontinued producing the replaced MODULES at the time of the claim.

### 7. Validity

This "Limited Power Warranty for PV Modules" is valid for all MODULES delivered from NINGBO BEST SOLAR to customers