

# Warranty Terms

## 质保条款

### Limited Warranty for PV Modules

#### 光伏组件有限担保

#### 1. Limited Product Warranty – Repair, Replacement or Refund Remedy

##### 有限产品担保——维修，更换或退款赔偿

Ningbo Cinco Solar Co., Ltd. warrants its PV Modules (MODULES) to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If MODULES fail to conform to this warranty, during the period ending (120) months from the date of sale to the customer of the CINCO SOLAR product (CUSTOMER), CINCO SOLAR will, at its option, either repair or replace the product, or refund the purchase price as paid by the CUSTOMER (SALES DATE). The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the one hundred and twenty (120) months period set forth herein. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (“Limited Peak Power Warranty”).

宁波晶欧太阳能有限公司（晶欧太阳能）保证其光伏组件（产品），在正常应用、安装、使用和服务条件下，免于材料和制作工艺的缺陷。若组件与该担保不符，在销售日起的 10 年内，晶欧太阳能将按其意愿，维修或更换产品，或赔偿客户购买时价格。在有限产品担保下且在有效期 10 年内，维修、更换产品或退款赔偿只能是单一补偿。有限产品担保不能保证特定功率输出，将会在条款 2 中单独提及（以下称有限最高功率担保）。

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

##### 有限最高功率担保——有限补偿

10 years

10 年

If, within a period of ten (10) years from the Sales Date any MODULE(s) exhibits a power output less than 90 % of the “Peak Power at STC” 1 as specified as of the Sales Date in CINCO SOLAR 's Module Parameter List, provided that such loss in power is determined by CINCO SOLAR ( at its sole and absolute discretion ) to be due to defects in material or workmanship, CINCO SOLAR will, at its sole option, either (1) replace such loss in power by either (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) at the option of CINCO SOLAR or (2) refund the percentage of the cost of the MODULE (as measured by the then prevailing market price for similar MODULES) to the CUSTOMER representing the percentage of the power output less than 90% of the minimum “Peak Power at STC”1 as specified as of the Sales Date in CINCO SOLAR 's Module Parameter List.

从质保期生效起的 10 年内，如果任何组件存在，在标准测试条件下，最高功率少于 90%的情况，且经晶欧太阳能认定的功率不足，晶欧太阳能将按其意愿，（a）更换功率不足的组件；（b）提供额外的组件作为补偿；（c）以现行市价，赔偿不足的功率百分比。

25 years

25 年

If, within a period of twenty five (25) years from the date shown in the invoice to the CUSTOMER any MODULE(s) exhibits a power output less than 80% of the “Peak Power at STC”1 as specified as of the Sales Date in CINCO SOLAR 's Module Parameter List, provided that such loss in power is determined by CINCO SOLAR (at its sole and absolute

discretion ) to be due to defects in material or workmanship, CINCO SOLAR will, at its sole option, either (1) replace such loss in power by either (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) at the option of CINCO SOLAR or (2) refund the percentage of the cost of the MODULE (as measured by the then prevailing market price for similar MODULES) to the CUSTOMER representing the percentage of the power output less than 80% of the minimum “Peak Power at STC”<sup>1</sup> as specified as of the Sales Date in CINCO SOLAR’s Module Parameter List.

从质保期生效起的 25 年内，在标准测试条件下，正常输出功率不少于 80%，如果任何组件存在，在标准测试条件下，最高功率少于 80% 的情况，且经晶欧太阳能认定的功率不足，晶欧太阳能将，按其意愿，(a) 更换功率不足的组件；(b) 提供额外的组件作为补偿；(c) 以现行市价，赔偿不足的功率百分比。

### 3. Exclusions and Limitations

#### 排除性和有限性

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the “Limited Peak Power Warranty”.

(1) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.

任何条件下，质保索赔须在有效期内，书面提出。

(2) The “Limited Product Warranties” and the “Limited Peak Power Warranties” do not apply to any MODULES which have been subjected to:

该有限产品担保和有限最高功率担保对下列情形不适用：

Misuse, abuse, neglect or accident;

Alteration, improper installation or application;

Repair or modifications by someone other than an approved service technician of CINCO SOLAR;

Power failure surges, lighting, flood, fire, accidental breakage or other events outside CINCO SOLAR’s control.

误用、滥用、疏忽或意外

变更、不恰当的安装或使用

由未经晶欧太阳能认可的技术服务人员维修或变更

由大浪、闪电、洪水、火灾、意外破损或其他晶欧太阳能无法控制的因素导致的功率失效。

(3) Both the “Limited Product Warranties” and “Limited Peak Power Warranties” do not cover any costs associated with installation, removal or re-installation of the MODULES and (except as explicitly set forth in the final paragraph of Section 5) customs clearance and shipping or any other costs for return of the MODULES.

有限产品担保和有限最高功率担保均不承担运费、清关费、组件退运费、维修或更换组件的重装费用或与安装相关、移除或重安装的费用。

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

若组件的型号或序列号更改、移除或不合法化，担保条款不适用。

### 4. Limitation of Warranty Scope

#### 有限担保范畴

These “Limited Warranties for Solar Modules” as set forth herein are 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 CINCO SOLAR, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by CINCO SOLAR. CINCO 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 MODULE, or from use or installation. Under no circumstances shall CINCO 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. CINCO SOLAR's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER, for the single unit of MODULE.

在此陈述的组件有限担保须与表述一致且不包括任何隐含担保，包括适销性和符合特殊目的、使用或应用的担保和其他晶欧太阳能的责任和义务，除非这些责任和义务由晶欧太阳能签字认同。晶欧太阳能将没有责任或义务承担人身或财产损失、损失，由与组件相关引发的损失损害，包括，非有限产品使用、安装的缺陷。在任何条件下，晶欧太阳能不对突发、间断或特殊的损害负责。使用、利益、生产、收益的损失不在担保范围内。晶欧太阳能在损坏上的全部责任，如有需要，将不超过客户支付的单片组件的发票金额。

## 5. Obtaining Warranty Performance

### 履行保修

If the CUSTOMER has a justified claim covered by this "Limited Warranties for PV Modules", an immediate notification directly to CINCO SOLAR shall be filed by mailing a registered letter in writing to the address of CINCO SOLAR listed hereunder, or, sending an email letter to the email account of CINCO SOLAR listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the date on which the MODULES have been purchased.

如果客户认为在本质保公约涵盖的范围内有正当诉求，应立即书面通知晶欧公司，或者发送邮件到晶欧公司邮箱。随同通知文件，客户需同时发送相应序列号组件的要求证明。除非晶欧公司提前书面证明，否则任何组件的退回将不予受理。

The return of any MODULES will not be accepted unless prior written authorization has been given by CINCO SOLAR. In connection with both the "Limited Product Warranties" and "Limited Peak Power Warranties", CINCO SOLAR shall reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repaired or replaced MODULES, only if this cost is authorized by CINCO SOLAR customer service department.

如没有晶欧太阳能的书面授权，任何的组件的退回将不被接受。与产品的有限质保跟有限功率质保有关，只要这些费用被晶欧太阳能客户服务部门授权，晶欧太阳能会对于组件退运，重装或者是更换模块，合理赔偿一些运费。

## 6. Severability

### 分割性

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

如果此“光伏组件有限质保”部分，条文或者条款，或应用于任何人或环境，被视为无效的或者不可强制执行的，将不影响此合约其他部分，条文或者条款以及应用。为此，“光伏组件有限质保”的其他部分，条款以及应用将被视为可分割的。

## 7. Disputes

### 争议解决

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by CINCO SOLAR.

一旦产生争议，应由国际一流的测试机构进行最终裁定，比如德国的 TUV 莱茵测试机构。产生的所有费用由败诉方承担，

除非另有裁定。晶欧公司享有最终解释权。

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS 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. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU.

在本质保之外，你可能有特定的其他法律权利，并且因不同的州或者国家，你可能还有其他的权利。这有限的质保不影响不限在法律管辖权下产品销售的其他的权利。国家法律实施欧共体指令 99/44。一些州不允许意外或间接的损失的排除性跟限制性，所以在这个有限质保中限制性跟排除性可能不适用。

## 8. Others

### 其他

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

修理更换的组件或者组件的进一步需求不会产生新的质保条款，原有条款也不能延长。所有更换的组件将成为晶欧公司财产，由晶欧公司自行处理。诉求期间，一旦晶欧公司不再继续生产更换组件，晶欧有权利交付其他型号组件（包括尺寸颜色外形以及功率的不同）。

## 9. Warranty Transfer

### 质保转移

This warranty is transferable when the product remains installed in its original location at the warranty registration.  
组件在原产地安装时质保将具有可转移性

## 10. Force Majeure

### 不可抗力

CINCO SOLAR shall not be responsible or liable in any way to the customer or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Warranty for PV Modules", due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of such CINCO. In such cases, performance by CINCO of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

由于战争、暴乱、罢工、瘟疫或其他流行病、火灾、洪水或其他类似情形下，超过晶欧可控制范围，而产生的有限功率担保中条款的不履行或延迟履行，晶欧太阳能将不承担责任。

## 11. Validity

### 有效期

This "Limited Power Warranty for PV Modules" is valid for all MODULES within 25years since the date that delivered from the factory.

此条款对任何工厂生产的所有组件有效，有效期自产品出厂之日起 25 年内。

=1 "Peak Power at STC" is the power in Watt peak that a PV module generates in its Maximum Power Point. "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 degree centigrade at right angle irradiation. The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of CINCO SOLAR valid at the date of manufacture of the PV modules.

STC 最高功率是光伏组件产生的最大功率点。STC 是： a) 光谱 AM1.5 b) 光照 1000W / m<sup>2</sup> c) 直角辐照温度 25 摄氏度。在接线盒和连接器终端测试方法符合 I E C 61215, P V 组件生产日期校准测试标准都是有效的。

This “Limited Power Warranty for PV Modules” will become null and void if the MODULE is transferred from the original continent of origin (e.g. North America). All customers, direct and indirect, are hereby notified of such potential nullification. 如果组件被从最原始的大陆转移（例如北美），那么组件的有限功率质保将会无效。所有消费者，直接或者间接地，再次都会被通知到此潜在的无效性。

**Ningbo Cinco Solar Co.,Ltd.**

ADD: Add: 1# ShunYe Street, LuoTuo, ZhenHai, NingBo, ZheJiang, China

Tel: +86-574-26268605 (Customer Service hot line)

Fax: +86-574-26268609

Email: sales@cinco-solar.com

Website: <http://www.cinco-solar.com>