**QCLenergy Warranty Terms**

**Photovoltaic Module Limited Warranty**

(Effective after Feb 10, 2023)

**1. Limited Product Warranty – Fifteen-Year Repair,Replacement or Refund**

QCLENERGY (NANJING) Co.,Ltd (“QCLenergy”) warrants that its photovoltaic modules together with the DC connector cable assemblies are free from defects, if any, in materials and workmanship under normal application, use, installation and service conditions for a period of pending 180 months from the shipment date of QCLenergy modules (“Modules”) to the original end-customer (“Customer”). If Modules become malfunction or inoperative due to defect in material or workmanship during such pending 180 months period set forth above, QCLenergy will, at its own option, either repair or replace the Modules in problem, or refund a reasonable portion of the purchase price as paid by the Customer(“Purchase Price”). The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under this Limited Warranty.

**2. Limited Peak Power Warranty and Limited Remedy**

A. 15 years

In accordance with the contract, the delivery of the goods arrive at the designated destination date of 3 months commencing. Any Module exhibits a power output less than 90% of the minimum peak power at Standard Test Conditions, and the reason for such loss in power is due to Modules’ defects in material or workmanship attributed to QCLenergy, who will, at its sole option and discretion,either

[1] make up such loss in power by providing to Customer additional Modules; or

[2] repair or replace the defective Modules including free shipping to the place supplied by QCLenergy; or

[3] refund Customer such loss proportion arising from unqualified power output which less than 90% of the minimum peak power.

B. 30 years

Provided that, within a period of thirty (30) years from shipment date of the Modules to the Customer, any Module exhibits a power output less than 80% of the minimum peak power at Standard Test Conditions, and the reason for such loss in power is due to Modules’ defects in material or workmanship attributed to QCLenergy, who will, at its sole option and discretion,either

1. make up such loss in power by providing to the end-user Customer additional Modules; or
2. repair orreplace the defective Modules including free shipping to the place applied by QCLenergy; or

[3] refund Customer such loss proportion arising from unqualified power output which less than 80% of the minimum peak power. The remedies set forth in Section 2 are the sole and exclusive remedies provided under the limited minimum Peak Power Warranty.

3. Exclusions and Limitations

A. Warranty claims, in any event, shall be filed in writing to QCLenergy or it sauthorized distributors within the applicable warranting period.

B. These Limited Warranties will not be applied to normal wear and tear, to the natural effects of exposure to weather conditions over time, or to the Modules which under QCLenergy 's sole judgment have been subjected to:

1) Misuse, abuse, neglect, vandalism or accident;

2) Alteration, improper installaotion or application;

3) Repair or modifications that do not strictly follow the manufacturer’s

instructions;

4) Non-observance of QCLenergy’s maintenance instructions;

5) Power failure, electrical spikes or surges, lighting, flood, fire, accidental

breakage or other events outside the control of QCLenergy.

C. These Limited Warranties only cover the transportation costs for shipment of any repaired or replaced Modules to the place applied by QCLenergy. Any costs for returning the Modules to QCLenergy or its authorized agents and authorized distributors, or costs associated with installation, removal or reinstallation of the Modules, shall be borne by the end user Customers.

D. Warranty claims will not be honored if the type or serial number of QCLenergy Modules have been altered, removed or made illegible without written authorization from QCLenergy.

4. Transferability

This warranty is extended to the original end-user purchaser, and is also transferable to any subsequent owner of the location or holder of the product when Module(s) remain at their original installed location upon satisfactory

proof of succession or assignment.

5. Obtaining Warranty Performance

In order to obtain warranty service under the QCLenergy Limited Warranty, the end user Customer should promptly notify QCLenergy regional customer service center. Together with the notification, the complete serial number

printed on the module label and the shipment date of its Modules shall be marked as well. If the Modules will be returned for inspection, repair or replacement by QCLenergy , QCLenergy will give the Customer a Return Merchandise Authorization (RMA). However, QCLenergy will not accept a return of any Modules without a RMA .

6. Disputes

No action, regardless of form, arising out of or in any way connected with this Limited Warranty, may be brought by the end user Customer more than one(1)

year from the date when causes of action occurred.

7. Various

The repair or replacement of the Modules or the supply of additional Modules does not lead to a new commencement of warranty terms, nor shall the original terms of this Limited Warranty be extended. Any replaced Modules shall become the property of QCLenergy . QCLenergy shall at its own options to deliver another type of PV Modules (differentin size, color, shape, or power), either a new brand or the original one, in case of that QCLenergy has discontinued producing the module in question at the time of the claim.

8. Force Majeure

QCLenergy shall not be in any way be responsible or liable to the end user Customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to fire, flood, blizzard, hurricane, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labor or materials and other events which are out of control of QCLenergy .

NOTE: “ Peak Power ” is the power in watt peak that a PV-module generates in its maximum power point. QCLenergy measurements are as follows

1. light spectrum of AM 1.5

(b) an irradiation of 1,000Wperm2 and

(c) a cell temperature of 25 degree Centigrade. The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of QCLenergy valid at the date of manufacture of the PV-Modules. QCLenergy ’s calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.

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