
Warranty for PV Modules

Five Year Product Warranty

Wuxi Jiacheng Solar Energy Technology Co.,Ltd. ("*JC SOLAR*") hereby warrants the solar Modules ("*MODULES*") produced by JC SOLAR and its accessories (DC connectors and cables) to be free from noticeable defect in materials and workmanship under normal conditions for 5 years from date of sale as shown in the invoice to the immediate customer of JC SOLAR ("*CUSTOMER*"). If *MODULES* fail to conform to this warranty, JC SOLAR and/or RENESOLA LTD will, at their discretion, either repair or replace the product, or refund the purchase price as paid by the *CUSTOMER*. The repair or replacement or refund remedy shall be performed to the immediate *CUSTOMER* only.

Peak Power Warranty

10 years

JC SOLAR warrants that its *MODULES* shall give at least 90% of the minimum "*Peak Power at STC*"¹ as specified in JC SOLAR's Product Specification Sheet within 10 years from the date of invoice. If any *MODULES* exhibit a power output less than 90% of the minimum "*Peak Power at STC*" within this period of time and if such loss in power is determined by JC SOLAR (at its sole and absolute discretion) to be due to defects in materials or workmanship, JC SOLAR and/or RENESOLA LTD would then remedy such loss in power by either providing additional *MODULES* to the immediate *CUSTOMER*, or replacing the defective *MODULES* at the discretion of JC SOLAR and/or RENESOLA LTD.

25 years

JC SOLAR warrants that its *MODULE* shall give at least 80% of the minimum "*Peak Power at STC*" as specified in JC SOLAR's Product Information Sheet within 25 years from the date of invoice. If any *MODULES* exhibit a power output less than 80% of the minimum "*Peak Power at STC*" within this period of time and if such loss in power is determined by JC SOLAR (at its sole and absolute discretion) to be due to defects in materials or workmanship, JC SOLAR and/or RENESOLA LTD would then remedy such loss in power by either providing additional *MODULES* to the immediate *CUSTOMER*, or replacing the defective *MODULES* at the discretion of JC SOLAR and/or RENESOLA LTD.

Exclusions and Limitations

- (1) In any event, all warranty claims must be filed within the applicable warranty periods.
- (2) The "*Five Year Product Warranty*" and the "*Peak Power Warranty*" do not apply to any *MODULES* which have been subjected to:
 - Misuse, abuse, neglect or accident;
 - Alteration, improper installation or application;

¹ "*Peak Power at STC*" is the power in Watt peak that a PV module generates in its Maximum Power Point. "*STC*" is given as follows: (a) light spectrum of AM 1.5, (b) irradiation of 1.000 W/m² and (c) cell temperature of 25°C 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 JC SOLAR valid at the date of manufacture of the *MODULES*.

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- Non-observance of JC SOLAR’s installation and maintenance instructions;
 - Repair or modifications by someone other than an approved service technician of JC SOLAR; or
 - Power failure surges, lighting, flood, fire, accidental breakage or other events outside JC SOLAR’s control.
- (3) Both, the “*Five Year Product Warranty*” and “*Peak Power Warranty*” do not cover any transportation charge, customs clearance or any other costs for return of the MODULES, or for reshipment of any repaired or replaced MODULES, or costs associated with installation, removal or reinstallation of the MODULES.
- (4) Warranty claims will not be honored if the type or serial numbers of the MODULES have been altered, removed or made illegible.

Limitation of Warranty Scope

These “*Warranties for PV Modules*” as set forth herein are expressly in lieu of and exclude all other expressed 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 JC SOLAR, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by JC SOLAR. JC SOLAR and/or RENESOLA LTD 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 JC SOLAR and/or RENESOLA LTD be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are therefore specifically without limitation excluded.

The aggregate liability of JC SOLAR and/or RENESOLA LTD, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER, for the single unit of MODULE.

Obtaining Warranty Performance

If the CUSTOMER feels a justified claim covered by this “*Warranty for PV Modules*”, an immediate notification directly to JC SOLAR shall be filed. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial numbers of the MODULES and the invoice on which the MODULES have been purchased.

The return of any PV modules will not be accepted unless prior written authorization has been given by JC SOLAR.

Severability

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

Disputes

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 in United States shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded.

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

Force Majeure

JC SOLAR and/or RENESOLA LTD 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 “*Warranty for PV Modules*”, due to acts God, 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 limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the MODULES or the claim.