

# WARRANTY CERTIFICATE

Company Name: Panda Pv Tech Co., Ltd. (“PANDA PV”)

Products: Crystalline Silicon Solar Modules (“Modules” or “Products”)

By purchasing PV Modules from PANDA PV, you have selected a high quality product we know will meet all your expectations. If the Products are properly installed according to the instructions in our enclosed installation instruction manual under (“Guidance”) and provide proper maintenance, we are sure this PANDA PV Product will continue to maintain its ability to generate the amount of electricity as stated (“Functional Capability”). We are so confident of the quality of our Products that we are willing to extend, to the end-user (namely the purchaser of the Product who initially installed the Products or anyone who has legitimately acquired the Products from the original purchaser, without any modifications, and if the Products have been operated properly in accordance with the “Guidance”) (“Customer”) the following warranties:

## 1. Limited Product Warranty

PANDA PV warrants its Modules, including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application, installation, use and service conditions, including:

- 1) Not suffering from any material adverse effects, if the installation and use are properly conducted in accordance with the Guidance, which may limit the stability of the Modules;
- 2) Not allowing the clouding or discoloration of the glass to take place;
- 3) Cable and connector plug remaining safe and operational if installed professionally, not submersed in water, puddle or in any other conditions which may affect the functionality or damaged by any external forces (including animals bites such as rodent bites, birds and insects).
- 4) the aluminum frames not freezing up in cold weather conditions if installed correctly.
- 5) only for the Modules with labels stating “Class A Application”.

If the Modules fail to conform to the Limited Product Warranty within 144 months from the date of purchase shown on the invoice (“Purchase Date”), PANDA PV will, at its option, either repair or replace the Product. The repair or replacement remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the 144 months period set forth herein. Any alleged quality problems must be documented by a certification report prepared and issued by an independent and authoritative third party (whose appointment must be agreed by the Customer and PANDA PV). The Limited Product Warranty does not provide any warranty for the specific power output, which shall be separately covered under clause 2 hereinafter (“Limited Peak Power Warranty”).

## 2. Limited Peak Power Warranty

The relevant Effective Output data can be found in the nameplate on the reverse of the Products. PANDA PV assures that

the actual power output of the Products will decline slightly only, over a period of 25 years from the Purchase Date.

- For Monocrystalline Products: less than 3.0 % in the first year, thereafter less than 0.68% per year, ending with no less than 80.68% in the 25th year after the Warranty Start Date.

- For Polycrystalline Products: less than 2.5 % in the first year, thereafter less than 0.7% per year, ending with no less than 80.7% in the 25th year after the Warranty Start Date.

STC 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°C degree centigrade. The measurements are carried out in accordance with IEC 61215, test tolerance  $\pm 3\%$ .

### 3. Exclusions and Limitations

In any event, any warranty claims must be made within the applicable warranty period together with a report from an independent and authoritative third party (whose appointment must be agreed by the Customer and PANDA PV). This Warranty Certificate only applies to Modules of “Class A Application” by PANDA PV. Both “Limited Product Warranty” and “Limited Peak Power Warranty” 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 or any other costs for return of the Modules.

In addition, the “Limited Product Warranties” and the “Peak Power Warranties” do not apply to any Modules which have been subjected to:

- 1) Misuse, abuse, neglect or accident of storage or inappropriate transport before installation.
- 2) Alteration, improper installation or application. Non-observance of PANDA PV’s installation and maintenance instructions;
- 3) Exchange, repair or modification of the Products by someone other than an approved service technician of PANDA PV;
- 4) The serial or identification number has been altered, defaced, removed or made illegible.
- 5) Use of Products on mobile units such as vehicles or ships.
- 6) Influences such as dirt or contamination on the face-plate; contamination or damage by e.g. smoke extraordinary salt contamination, or other chemicals.
- 7) Power failure surges, lighting, flood, fire, accidental breakage or other events outside PANDA PV’s control.

### 4. Limitation of Warranty Scope

The limited warranties set forth herein are in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose or application, and all other obligations on the part of PANDA PV, unless such other warranties and obligations are agreed to in writing by PANDA PV. Some jurisdictions limit or do not permit disclaimers of warranty, so this provision may not apply to the Customer.

To the maximum extent permitted by applicable law, PANDA PV hereby disclaims, and 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 any of its Products or their use. To the maximum extent permitted by applicable law, under no circumstances shall PANDA PV be liable to the Customer, or to any third party claiming through the Customer, for any lost profits, loss of use, or equipment downtime, or for any incidental, consequential or special damages of any kind, howsoever arising, related to the Products, even if PANDA PV has been advised of the possibility of such damages. To the maximum extent permitted by applicable law, PANDA PV's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price paid to PANDA PV by the Customer for the Product.

The Customer acknowledges that the foregoing limitations on liability are an essential element of the agreement between the parties and that in the absence of such limitations the Purchase Price of the Products would be substantially different. Some jurisdictions limit or do not permit disclaimers of liability, so this provision may not apply to the Customer.

Some jurisdictions do not allow limitations on the exclusion of damages, so the above limitations or exclusions may not apply to the Customer.

## **5. Obtaining Warranty Performance**

If the Customer has a justified claim covered by this Limited Warranty, an immediate notification directly to PANDA PV shall be filed by mailing a registered letter in writing to the address of PANDA PV listed hereunder, or, sending an email letter to the email account of PANDA PV 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. An invoice with clear indication of the Purchase Date, purchase price, Module type, stamp or signature of PANDA PV 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 PANDA PV. In connection with both the "Limited Product Warranty" and "Limited Peak Power Warranty", PANDA PV 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.

## **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. Various**

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 PANDA PV made for their disposal. PANDA PV has the right to deliver another type (different in size, color, shape and/or power) in case PANDA PV has discontinued producing the replaced modules at the time of the claim.

## 8. Force Majeure

PANDA PV 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, 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 PANDA PV. In such cases, performance by PANDA PV of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

## 9. Others

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. 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.

## 10. Contact

If you have any question, please contact the distributor from whom you purchased the Products or PANDA PV via the following address:

Add: Room 201, building 23 (D1), zhongguancun software park, xinwu district, wuxi city (Zip code: 214000)

Tel: +86-510-68076111

Email: [info@pandasky.com](mailto:info@pandasky.com)

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

## 11. Amendment of this Document

PANDA PV has the absolute right to amend and interpret the provisions of this Warranty Certificate, as and when it deems necessary.

## 12. Choice of law

This Warranty shall be exclusively governed by and construed under the laws of Principality of China.