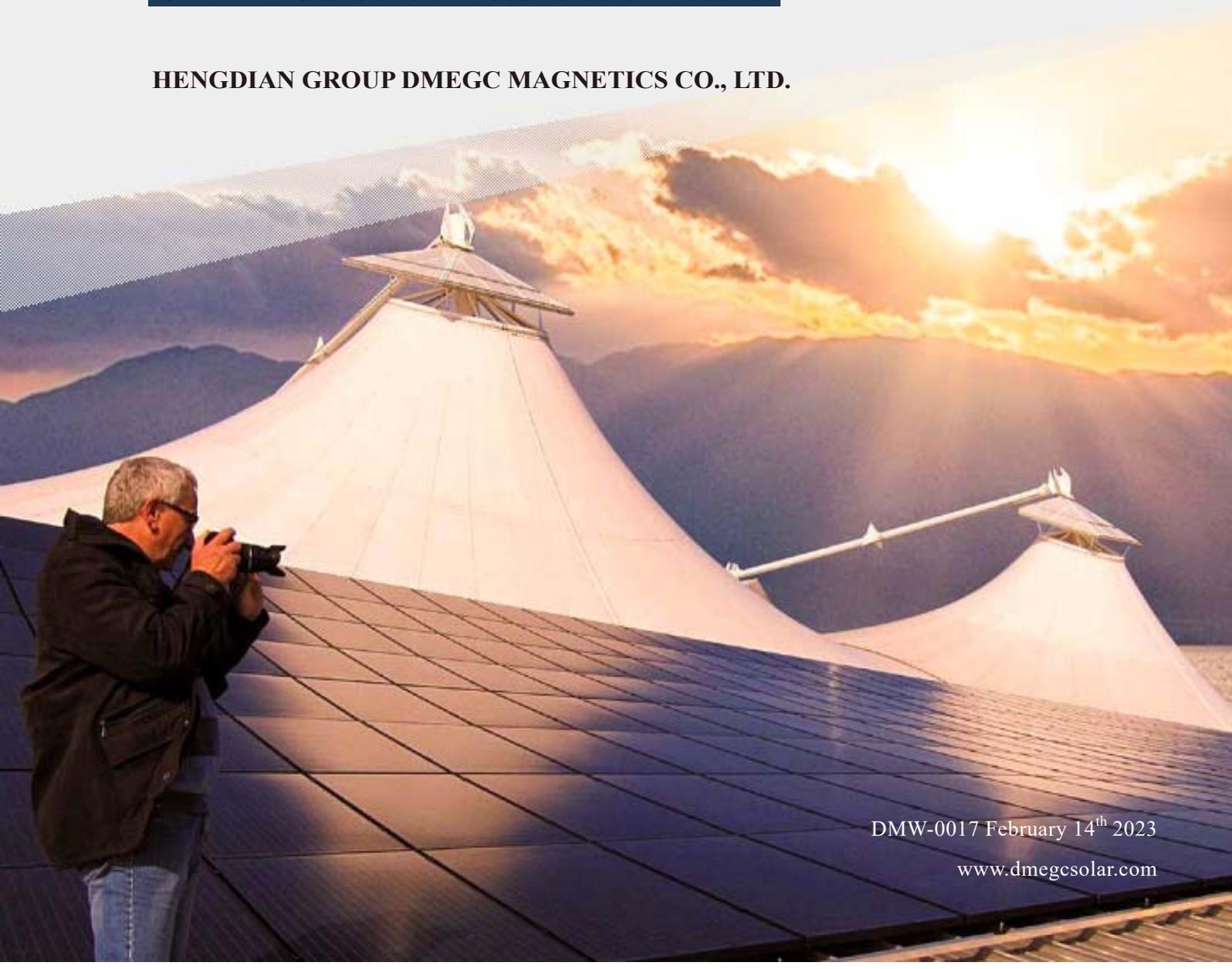




# Limited Warranty

**for DMEGC Solar Photovoltaic Modules**

**HENGDIAN GROUP DMEGC MAGNETICS CO., LTD.**



DMW-0017 February 14<sup>th</sup> 2023

[www.dmegcsolar.com](http://www.dmegcsolar.com)

## Limited Warranty for DMEGC Solar Photovoltaic Modules

HENGDIAN GROUP DMEGC MAGNETICS CO., LTD. (“DMEGC Solar”) hereby grants the warranties set forth herein (“Warranties”) to the immediate buyer and its permitted successors and assigns (“Customer”) with respect to any DMEGC or GREENHOUSE branded solar photovoltaic modules sold by DMEGC Solar under modules supply agreement signed by DMEGC Solar on or after Feb 14th, 2023 (“Modules”).

### 1. Warranty Start Date

DMEGC Solar provides the Warranties starting from the earlier of (i) date of the first installation or (ii) six (6) months after the Modules depart from DMEGC Solar’s manufacturing facility.

### 2. Limited Product Warranty

DMEGC Solar warrants the Modules to be free from material and/or manufacturing defects which impair the normal installation or utilization of Modules for the following period:

- (1) Glass-foil Modules: One Hundred and Forty-Four (144) months from the Warranty Start Date;
- (2) Glass-glass Modules: One Hundred and Eighty (180) months from the Warranty Start Date.

### 3. Limited Peak Power Warranty

DMEGC Solar further warrants the actual power output will reach the following guaranteed level:

#### (1) P-type mono Modules

- a) For glass-foil Modules with P-type M2 mono cells inside, no less than 97% of Modules’ nominal power in the first year from Warranty Start Date, thereafter it decreases linearly by no more than 0.7% per year, and remains no less than 80.2% of nominal power till the 25th year from Warranty Start Date;
- b) For glass-foil Modules with P-type mono G1 or M6 or M10 or G12 cells inside, no less than 98% of Modules’ nominal power in the first year from Warranty Start Date, thereafter it decreases linearly by no more than 0.55% per year, and remains no less than 84.8% of nominal power till the 25th year from Warranty Start Date;
- c) For glass-glass Modules with P-type M2 mono cells inside, no less than 97% of Modules’ nominal power in the first year from Warranty Start Date, thereafter it decreases

linearly by no more than 0.5% per year, and remains no less than 82.5% of nominal power till the 30th year from Warranty Start Date;

- d) For glass-glass Modules with P-type G1 or M6 or M10 or G12 mono cells inside, no less than 98% of Modules’ nominal power in the first year from Warranty Start Date, thereafter it decreases linearly by no more than 0.45% per year, and remains no less than 85% of nominal power till the 30th year from Warranty Start Date.

#### (2) N-type Modules

For glass-glass Modules with N-type cells inside, no less than 99% of Modules’ nominal power in the first year from Warranty Start Date, thereafter it decreases linearly by no more than 0.4% per year, and remains no less than 87.4% of nominal power till the 30th year from Warranty Start Date.

Nominal power is labeled power output, expressed in Watt, as indicated in the nameplate of the Modules. The actual output means the power in Watt peak that the Module generates at a given points in time a year after Warranty Start Date under STC condition. “STC” conditions 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 degrees centigrade at right angle irradiation. The measurements are carried out as per IEC 61215 as tested at the connectors or junction box terminals. In all measurements of actual power output, the effect of test uncertainty needs to be considered as per IEC 61215.

### 4. Remedies

In the event that the Modules fails to meet the warranties as described in the sections above, DMEGC Solar will, at its sole option, repair or replace the Modules, or provide a refund of the fair market value of the wattage difference between the actual measured power output wattages and the guaranteed power output or make up such loss in power by providing to Customer(s) additional Modules.

DMEGC Solar shall, at its cost and expense, deliver the additional, repaired or replacement Modules based on the same Incoterms and destination that the Modules causing the breach of the Warranties were delivered under the sales supply agreement to which this Warranties applies. Any

costs and expenses for the dismantling, removal, installation or re-installation of the Modules shall be assumed by the Customer.

DMEGC Solar has the right to deliver another type (different in size, color, shape and/or power but with equivalent or higher power level) in case DMEGC Solar has discontinued producing the replaced Modules at the time of the claim.

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 DMEGC Solar made for their disposal.

## 5. Warranty Exclusions

The Warranties do not apply to any Modules which have been subjected to:

- a) Misuse, abuse, neglect, accident, wear and tear from the installed environment;
- b) Non-compliance with national and local electric codes or installation and maintenance manual of DMEGC Solar;
- c) Poor system design or maintenance like put long term stress on the bypass diodes in the modules;
- d) Downgraded, or any Modules not covered by the Warranties agreed by DMEGC Solar and the Customer;
- e) Aesthetic issues associated with but not limited to cells or module(s) color, product size, which do not affect the power output;
- f) Modules installed by someone other than a qualified or licensed technician in the solar or electrical business;
- g) Repair or modifications by someone other than an approved service technician of DMEGC Solar;
- h) Power failure surges, lightning, flood, soot, acid rain, industrial chemicals, salt water, fire, accidental breakage or other events out of DMEGC Solar control;
- i) Associate with a design/material/process/application other than the conventional PV module which is decided by Customer.

The Warranties do not cover non DMEGC Solar branded electronics (including but not limited to micro inverter, optimizer and their accessories), the manufacturer of the electronics will provide warranties.

Warranty claims will not be honored if the type or serial number of the Modules have been altered, removed or

made illegible;

The Warranties shall not apply to Modules for which the full and final payment has not been received by DMEGC Solar.

The Warranties shall not apply to Staubli connector, and such connector shall be covered by the warranty provided by Staubli.

## 6. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE WARRANTIES AND EXCEPT AS EXPRESSLY STIPULATED HEREIN, THIS WARRANTY IS 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.

TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, DMEGC 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, OR FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED.

TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, DMEGC SOLAR’S LIABILITY TO CUSTOMER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THIS WARRANTIES SHALL NOT EXCEED THE PURCHASE PRICE OF THE MODULES ACTUALLY DELIVERED TO AND PAID FOR BY THE CUSTOMER AND SUBJECT TO BREACH OF THE WARRANTIES.

THE CUSTOMER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE RELEVANT MODULES SALES AGREEMENT BETWEEN DMEGC SOLAR AND THE CUSTOMER AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE MODULES WOULD BE

SUBSTANTIALLY HIGHER.

THE LIMITATION OR DISCLAIMER OF LIABILITY HEREUNDER MAY NOT APPLY TO THE CUSTOMER IF THE MODULES SOLD TO SUCH CUSTOMER BY DMEGC SOLAR ARE SUBJECT TO THE JURISDICTION WHICH LIMITS OR DOES NOT PERMIT SUCH LIMITATION OR DISCLAIMER OF LIABILITY. THE CUSTOMER MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY FOR THE MODULES, AND MAY ALSO HAVE OTHER MANDATORY RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION, WHICH SHALL REMAIN UNAFFECTED.

#### **7. Warranty Claims**

Claims must be submitted within the applicable warranty period, and promptly in any case no later than thirty (30) calendar days from noticing the breach of the Warranties. Claim shall be filed in writing to Hengdian Group DMEGC Magnetics Co., Ltd. With address Hengdian Industrial Zone, Dongyang, Zhejiang, China, 322118 (Tel: +86-579-86310330; Email: [service@dmegc.com.cn](mailto:service@dmegc.com.cn)). The claim shall set forth, at least, the following information: (a) party making claim; (b) detailed description of the claim; (c) evidences supporting the claim, including the photos, data or testing report; (d) the evidence for purchase of the Modules subject to the claim, which is able to demonstrate that the party making claim is the beneficiary of the Warranties; (e) the corresponding serial number of the Modules subject to the claim.; (f) Warranty Start Date, (g) Modules type; (h) physical address of the Modules; and (i) any other information reasonably requested by DMEGC Solar. The return of any Modules will not be accepted unless prior written authorization has been given by DMEGC Solar.

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as TÜV Rheinland in Germany / China, TUV SUD in Germany / China, PI in Berlin / China and the independent third-party test institute selected by DMEGC Solar and approved by Customer (such approval not be unreasonably withheld or delayed), shall be retained to review the claim. The determination by such institute as to whether a breach of the Warranties has occurred shall be final and exclusive. If such institute is unable to confirm a breach of the Warranties, all fees and expenses so arising shall be borne by the Customer.

#### **8. Severability**

If a part, provision or clause of the Warranties, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, this 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.

#### **9. Warranty Transfer**

Subject to written notice to DMEGC Solar, the Warranties may be assigned in whole when the Modules remains installed in its original installation position. Upon request by DMEGC Solar, the Customer shall provide reasonable evidence demonstrating its heritage of the ownership of the Modules within 15 days following receipt of such request.

#### **10. Applicable Law and Dispute Settlement**

Any and all disputes arising out of or in connection with the Warranties shall referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the modules supply contract between the original Customer and DMEGC Solar.

#### **11. Miscellaneous**

Terms of the Warranties are conditioned upon their incorporation in a contractual agreement between DMEGC Solar and the Customer.

**HENGDIAN GROUP DMEGC MAGNETICS CO., LTD**

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