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Limited Warranty for Standard PV Modules

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

Subject to the below exclusions, ZNSHINE PV Tech Co., Ltd.

(hereafter referred to as “ZNSHINE PV”) warrants to the original buyer (the “Buyer”) that the modules shall be free from defects in materials and workmanship that have an effect on module functionality under normal application, installation, use and service conditions as specified in ZNSHINE PV’s standard product documentation and are hence endowed with a Limited Product Warranty of ten (10) years.

ZNSHINE PV guarantees that the module will maintain the mechanical integrity and stability in accordance with approved operation methods described in our installation instructions; the glass of a module will maintain its integrity provided there are no indications of localized impacts or external forces; and that the cable and connector plug of a module will remain safe and operational provided modules are professionally installed. Any damages caused by abrasion, improper installation or animals are exempt from this warranty.

Claims under the warranty can only be accepted if the Buyer can provide proof that the malfunctioning or non-conformity of a module results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in ZNSHINE PV’s standard product documentation. To this end, the Buyer shall also provide evidence such as module purchase date, transportation, storage, and deployment information. Any color change on module or any other changes on module appearance do not represent defects, insofar the change in appearance does not stem from defects in material and/or workmanship, and does not cause degradation of functionality of the module. If the product fails to conform to this warranty, ZNSHINE PV will, at its option, either repair or replace the product, or provide an appropriate residual market value of the product(s) as compensation.

2. 25-Year Limited Peak Power Warranty (Linear Warranty)

If, within a period of twenty-five (25) years from the date shown in the invoice to the customer (Warranty Start Date), any module exhibits a power output inferior to the lowest value of nominal power output indicated by ZNSHINE PV in their Product Information Sheet, provided that such loss in power is determined by ZNSHINE PV (at its sole and absolute discretion) to be due to defects in material or workmanship, ZNSHINE PV will replace such loss in power by either providing additional modules to the customer to make up for such loss in power, or by replacing the defective module(s) at the option of ZNSHINE PV.

ZNSHINE PV guarantees that the loss of power output with respect to the nominal power output specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC) for the Product(s) shall not exceed:

(1) for polycrystalline Modules: 2.5% in the first year, thereafter 0.7% per year ending with 80.7% in the 25th year from the Warranty Start Date

(2) for monocrystalline Modules: 3.0% in the first year, thereafter 0.68% per year ending with 80.68% in the 25th year from the Warranty Start Date

3. Exclusions and Limitations

- 1) In any event, all warranty claims must be filed within the applicable warranty period.
- 2) The “Limited Product Warranty” and the “Limited Peak Power Warranty” do not apply to any modules which have been subjected to:
 - Misuse, abuse, neglect or accident;
 - Alteration, improper installation or application;
 - Non-observance of ZNSHINE PV’s installation and maintenance instructions;
 - Repair or modifications by someone other than an approved service technician of ZNSHINE PV;
 - Power failure surges, lightning, flood, fire, accidental breakage or other events outside ZNSHINE PV’s control.
- 3) Both the “Limited Product Warranty” and the “Limited Peak Power Warranty” do not cover any transportation charge, custom 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 PV-modules.
- 4) Warranty claims will not be honored if the type or serial number of the modules have been altered, removed or made illegible.

4. Limitation of Warranty Scope

These “Limited Warranties for PV 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 ZNSHINE PV, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by ZNSHINE PV. ZNSHINE PV 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 ZNSHINE PV 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. ZNSHINE PV’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.

5. Obtaining Warranty Performance

If the Customer feels a justified claim covered by this “Limited Warranty for PV Modules”, an immediate notification directly to ZNSHINE PV shall be filed by mailing a (registered/certified) letter in writing to the addresses of ZNSHINE PV listed hereunder, or, sending an email letter to the email account of ZNSHINE 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 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 ZNSHINE PV.

6. Severability

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.

7. Disputes

In case of any discrepancy in a warranty claim, a first-class international testing 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 borne by the losing party, unless otherwise awarded. The final explanation right shall be borne by ZNSHINE PV.

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

9. Warranty transfer

This warranty is transferable when the product remains installed in its original location at the warranty registration.

10. Claim Verification and Remediation Process

If the Buyer believes that it has a justified claim covered by the limited warranties set forth above, then the Buyer shall comply with the following Return Material Authorization (“RMA”) process. The Buyer must submit such claim in writing to ZNSHINE PV within the applicable warranty period specified above to the following addresses:

Global:

ZNSHINE PV TECH Co.,Ltd.
#1 Zhixi Industry Zone, Jintan, Jiangsu Province
People’s Republic of China
ZIP code: 213251

Tel: +86 519-68220233
Fax: +86 519-68220219
Email: info@znshinesolar.com Website:
<http://www.znshinesolar.com>

Australia:

ZNSHINE Solar Australia Pty Ltd
Level 6&7, 91 Phillip Street,
Parramatta, New South Wales

Contact person:
Tel:
Email:
Website:
ABN:

Collin Wang/Yangjian
(02) 9893 1856
enquiry.anz@znshinesolar.com
www.znshinesolar.com
84631007504

Such notice should enclose evidence of the date of delivery of the applicable product and the basis for the Buyer's claim. Warranty claims may only be made by the original Buyer or a person to whom the title to the applicable module(s) has been transferred, provided that the modules remain in their original location and configuration.

Upon receipt of such written claim, ZNSHINE PV may seek further verification of the Buyer's claim of a breach of one of the foregoing limited warranties. Upon written RMA authorization by ZNSHINE PV and according to return packaging and shipping instructions from ZNSHINE PV, the Buyer will return the allegedly-defective products to ZNSHINE PV. ZNSHINE PV will not accept the return of any product unless prior written authorization has been given by ZNSHINE PV themselves and the Buyer has complied with the packaging and shipping instructions provided by ZNSHINE PV.

If according to reasonable judgment ZNSHINE PV verifies that a module does not comply with the limited warranties set forth above, then ZNSHINE PV will at their option either (1) repair the affected module and return it to the Buyer (shipment costs at the Buyer's expense), (2) provide a new or refurbished replacement module to the Buyer (shipment costs at the Buyer's expense), or (3) provide an appropriate residual market value of the reduced performance of product(s) as compensation. Any repair or replacement of an affected module shall not increase the applicable warranty period. ZNSHINE PV reserves the right to deliver a similar module (of similar size, color, shape, and/or power output) in replacement of the returned module should the production of the returned model be discontinued or otherwise unavailable. Ownership of all modules which have been replaced is passed to ZNSHINE PV. Some jurisdictions limit or do not permit disclaimers of liability, so this provision may not apply.

11. Not Independent Warranties

The Buyer has the right to pursue claims under each of the warranties set forth above; provided that if claims arise under multiple limited warranties from a single incident, then if ZNSHINE PV remedies such incidents as set forth above, ZNSHINE PV shall be deemed to have resolved all applicable warranty claims arising from such an incident.

12. Limitation of Liability

To the maximum extent permitted by applicable law, ZNSHINE 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 ZNSHINE PV be liable to the Buyer, or to any third party claiming through or under the Buyer, 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 ZNSHINE PV has been advised of the possibility of such damages.

To the maximum extent permitted by applicable law, ZNSHINE PV's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price paid to ZNSHINE PV by the Buyer for the product. The Buyer 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 Buyer.

You may have specific legal rights outside this warranty, and you may also have other rights that vary from State to State or country to country. This Limited Warranty does not affect any additional rights you have under laws in your jurisdiction. . Some jurisdictions limit or do not permit disclaimers of liability, so the limitations or exclusions in this Limited Warranty Statement may not apply.

This limited power warranty for PV modules is valid for all modules dispatched between January 1st, 2019 and December 31st, 2019.

This version of the "Limited Power Warranty for PV Modules" holds its validity until replaced by an updated version.

13. Statutory Warranty for the modules sold in Australia:

THIS "LIMITED WARRANTY" AS SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES 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 ZNSHINEPV, UNLESS SUCH OTHER OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY ZNSHINEPV. ZNSHINEPV 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. UNDER NO CIRCUMSTANCES SHALL ZNSHINEPV 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. ZNSHINEPV'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED 100% OF THE INVOICE VALUE AS PAID BY THE CUSTOMER, FOR THE SINGLE UNIT OF MODULE.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH 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 PRODUCTS, 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.

This warranty is provided in addition to other rights and remedies held by a consumer at law. Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

ZNSHINE PV is a socially responsible Solar PV Module manufacturer, operating under a comprehensive Quality Management System certified to global standard ISO 9001 and the Environmental Management System certified to ISO 14001, upholding the value of fair trading and customer satisfaction by supplying products of the quality it claims. ZNSHINE PV undertakes to work closely with industry regulators and Australian governments and agencies, particularly Clean Energy Regulator, Clean Energy Council, Australian Competition & Consumer Commission (ACCC) and state and territory Fair Trading offices. As part of its Standard Operating Procedure (SOP), any significant product issues discovered or reported after sales, including but not limited to serial defect and latent safety risks, will be addressed expeditiously and in line with the SOP, which includes informing the customers of the issue and options of solution mitigating inconveniences caused, and reporting to the federal and state authorities in compliance with the laws and regulations.