

## 《Limited Warranty for Module Products》

This "Limited Warranty for Module Products" is only applicable to the module products of Shanghai Electric Hency Solar Technology Co., Ltd. (hereinafter called " Hency Solar"). The series of photovoltaic modules show as following:

182 x 91 (mm) N type-TOPCon cell modules;	SEP2-108D-xxxYS (xxx=420 to 440, in steps of 5) SEP2-144D-xxxYS (xxx=560 to 590,in steps of 5)
182 x 105 (mm) N type-TOPCon cell modules;	SEP3-132D-xxxYS (xxx=585 to 625, in steps of 5)
210 x 105(mm) N type-TOPCon cell modules;	SEP2-132D-xxxYS(xxx=665 to 720, in steps of 5)

\* SE stands for the company abbreviation; P1 represents the PERC prismatic cells;P2 represents the TOPCon prismatic cells; P3 represents the TOPCon rectangular cells, C1 represents the HJT prismatic cells, C2 represents the HJT rectangular cells; 1\*\* represents the number of cells; D represents the double-glass packaging; S represents the single -glass packaging; xxx represents the rated output power of the STC; Y stands for the modules with frames; S stands for the modules with silver frames, white sealant and white substrate glass.

\* The specific module type is dependent on the nameplate.

## 1. Limited warranty

The warranty of "Limited Warranty for Module Products" (hereinafter referred to as the "Limited Warranty") shall be valid when Hency Solar delivers the products to the direct customers, where the direct customer defines as the buyer as agreed in the modules sales contract.

### 1.1 Limited product warranty

Once the modules supplied by Hency Solar shall be installed, operated and maintained as the Hency Solar's installation manual required, Hency Solar guarantees that the installation and operation of modules will not be disabled by the product defects of materials or manufacturing within the 12-years warranty period. The foregoing defects do not include changes in the appearance of the modules after installation or normal wear. The Limited Warranty does not guarantee the power output of the modules, which is specifically described in the following Section 1.2 "Limited power warranty".

### 1.2 Limited power warranty

Hency Solar guarantees that the modules natural attenuation of power output will remain over the standard up to 30 years from the date of warranty, the specific content is below:

#### 1) Single glass module

PERC module Power warranty for 25 years: the attenuation shall not exceed 2% in the first year from the date of warranty, and the annual attenuation will be less than 0.55% from the second year.

TOPCon module Power warranty for 30 years: the attenuation shall not exceed 1% in the first year from the date of warranty, and the annual attenuation will be less than 0.4% from the second year.

#### 2) Double glass module

PERC module Power warranty for 25 years: the attenuation shall not exceed 2% in the first year from the date of warranty, and the annual attenuation will be less than 0.50% from the second

year.

HJT module Power warranty for 30 years: the attenuation shall not exceed 1% in the first year from the date of warranty, and the annual attenuation will be less than 0.30% from the second year.

TOPCon module Power warranty for 30 years: the attenuation shall not exceed 1% in the first year from the date of warranty, and the annual attenuation will be less than 0.375% from the second year.

Standard Test Conditions (STC): atmospheric quality AM1.5, wind speed 0m/s, radiation intensity 1000W/m<sup>2</sup>, cell temperature 25°C.

## **2. Claim for warranty**

In any case, all warranty claims shall be submitted in writing or by email to Hency Solar or Hency Solar authorized distributors within the corresponding warranty period. The customer shall bear the burden of proofing for what claim needs, if the customer believes that the modules do not meet the requirements of the limited product warranty or limited power warranty. The customer shall promptly notify the corresponding Hency Solar sales in writing or by email within 5 days from the date of being aware of such situation, which the notice shall contain the following information:

- (a) Proof of the identity of the claimant;
- (b) Detailed description of the claim;
- (c) Supporting materials, including photographs of affected modules or test reports, etc;
- (d) Serial numbers of relevant modules;
- (e) Proof of purchase;
- (f) Modules type;
- (g) Location of the modules;
- (h) Other supplementary certification materials required by Hency Solar.

If the customer fails to notify Hency Solar and provide the relevant information aforementioned (a)-(h) within the time required above, Hency Solar has the right to refuse to process the relevant demand without any liability.

After receiving the customer's claims and complete information materials, Hency Solar will review and evaluate the relevant demands. If Hency Solar deems it shall be necessary, the modules can be shipped back to Hency Solar factory for testing and Hency Solar will provide the customer with a letter of authorization for product return. If the customer returns products without authorization, Hency Solar will not accept any returned modules. Customer shall take all the costs and risks of the relevant products , including but not limited to damage or loss of goods, etc. With the approval of Hency Solar, Hency Solar will compensate shipping costs of reasonable, necessary and documented modules to customer, associated with the "Limited Product Warranty" and "Limited Power Warranty" claims.

Hency Solar has the right to decide whether to send representatives to investigate and verify the installation site of the claimed module products. Therefore, any expenses incurred in this process will be borne by Hency Solar. If Hency Solar decides to send a representative for on-site verification, the customer is required to cooperate actively. If the customer unreasonably refuses Hency Solar access to the site for verification without a valid reason, Hency Solar has the right to decide to delay or reject the warranty claims procedure. If third-party testing agencies are required (subject to mutual agreement, and in case of disagreement, the testing agency designated by Hency Solar shall prevail), the reasonable costs incurred by the third-party testing agency's evaluation will be prepaid by the customer. If the third-party testing agency confirms and determines that the responsibility lies with Hency Solar, reasonable, direct, and evidence-supported costs incurred in the testing process, including transportation fees, transport insurance fees, and third-party laboratory testing fees, can be borne by Hency Solar.

### **3. Performance of warranty**

In the event of any warranty claims raised by the buyer regarding the product's failure to meet essential guarantees, Hency Solar reserves the right to choose one of the following remedies for compensation. This decision will be made if Hency Solar determines that the defect arises from issues in materials or processes controlled by Hency Solar, or if, in accordance with customer requirements, both the customer and Hency Solar jointly select a third-party testing agency. The third-party agency's confirmation of Hency Solar as the responsible party for the complaint grants Hency Solar the authority to choose one of the following measures to provide compensation to the buyer:

1) Maintenance: Hency Solar determines the maintenance plan and repairs the defective products;

2) Replacement: Hency Solar will provide free-of-charge replacement products for any defective items or provides additional products to compensate for the power difference between the actual tested power and the warranty power of defective products;

3) Refund: Hency Solar refunds the customer money to meet the residual value of the defective product or the value difference corresponding to the power difference between the actual output power of the defective product and the guaranteed power:

Residual value = the market price of the product at the time of claim determination (price per watt) \* nameplate power \* remaining warranty period/limited power warranty period;

Value difference = the market price of the product at the time of claim determination (price per watt) \* (sum of remaining theoretical warranty power - actual output power).

**Special announcement:**

Unless otherwise agreed by both parties, Hency Solar shall be responsible for the transportation of repaired defective module products or newly replaced modules after maintenance. The transportation process will adhere to the same trade terms and destination as specified in the original sales contract related to the warranty claim for module products.

Insurance fees, freight charges, customs clearance fees, and other reasonable expenses shall be handled in accordance with the terms outlined in the original trade agreement. The buyer is required to contact Hency Solar in advance, providing relevant service provider invoices for compensation. All costs and related expenses incurred during the removal, repackaging, installation, or reinstallation of the products shall be borne by the buyer.

Repaired or replaced modules are still subject to the original warranty period, that is, the warranty period will not be recalculated or extended due to repair or replacement. In the case that the defective modules are no longer mass-produced, cannot be supplied or have been delisted, Hency Solar has the right to provide similar module products to replace the defective modules. The performance of the new modules should not be less than the original performance of the defective modules.

In the absence of Hency Solar's explicit consent or legal requirements for retrieval, the buyer is obligated to bear the self-funded disposal of defective or scrapped modules. This responsibility extends to compliance with local electronic waste disposal regulations applicable in the project's location. In circumstances where Hency Solar chooses or is legally mandated to reclaim such defective products, ownership of the respective products shall be vested in Hency Solar. Without prior written consent from Hency Solar, the acceptance of returned defective products is not permitted. Should the customer return products to Hency Solar without prior written approval, the customer assumes all associated risks (including, but not limited to, damage or loss of goods) and costs. Hency Solar retains the right to reject processing any related claims and disclaims liability unless expressly agreed upon in writing. Moreover, the buyer is expressly prohibited from selling, reworking, or reusing replaced products in any form, unless specifically agreed upon in writing by Hency Solar.

The buyer is obliged to cooperate with Hency Solar in signing the Hency Solar formatted "Customer Complaint Handling Agreement" to facilitate the implementation of relevant

resolution plans. Hency Solar and the customer mutually understand and agree that the signing of this "Customer Complaint Handling Agreement" is a prerequisite for Hency Solar to fulfill its obligations under the "Limited Warranty Certificate."

#### **4. Liability exemption clauses**

Hency Solar and the customer expressly agree that this Limited Warranty does not apply to the following situations:

1) The customer or end-user deviates from the stipulations provided in Hency Solar's product installation manual, product technical specifications, and maintenance guidelines, and such deviation results in improper installation, usage, and maintenance, thereby causing damage or functional abnormalities to the product;

2) Customer or end user's wrong use, abuse, negligence, intentional destruction, or accident leads to product damage or abnormal function;

3) Customer or end user's power failure, power surge, lightning, flood, fire, accidental damage, or other events beyond the control of Hency Solar leads to product damage or abnormal function.

4) The product is installed on mobile equipment (except photovoltaic tracking system with the express consent of the seller) such as vehicles, ships, etc., or offshore facilities (except water surface floating system and fish-light complementary pipe pile project system with the prior written consent of Hency Solar);

5) Customer or end user Increases voltage to exceed the maximum system voltage or surge;

6) Defects in building modules where the customer or end-user installs modules;

7) Customer or end user in extremely hot (refers to the temperature exceeds the operating environment temperature of the modules) or extreme environmental conditions, or rapid changes in the application environment, so that the product is subjected to corrosion, oxidation, or chemical products, leads to product damage or abnormal function.

8) Customer or end-user has not paid for the product (whether in whole or in part) to Hency

Solar or affiliated companies with Hency Solar who sell the products to the market;

9) Customer or end-user uses the product in a way that infringes the intellectual property rights (including but not limited to patent rights, trademark rights, etc.) of Hency Solar or any third party;

10) When the model and serial number identification of the module are tampered with, removed, or cannot be identified without the written authorization of Hency Solar, Hency Solar has the right to reject the customer's claim.

## **5. limited responsibility**

Notwithstanding any conflicting provisions within this "Limited Warranty Certificate," Hency Solar expressly disclaims any warranties, whether express or implied, for the modules, except for those explicitly stated herein. Hency Solar does not acknowledge any implied warranties or guarantees under the law, encompassing implied warranties of performance, merchantability, fitness for a specific purpose, and customary or conventional warranties. These disclaimed implied warranties and guarantees extend beyond the ones explicitly outlined in this "Limited Warranty Certificate."

In any circumstance, Hency Solar disclaims responsibility for performance analysis, inspection, diagnosis, relocation, and customs clearance of the modules. Furthermore, Hency Solar shall not assume liability for import duties, export duties, additional taxes, reinstallation costs, special, indirect, or incidental losses, fines, or any punitive or consequential damages. This encompasses losses arising from the deprivation of use value, as well as loss of profits, revenue, interest costs (unless explicitly stated as Hency Solar's responsibility in this "Limited Warranty Certificate"), reductions in the guaranteed amount provided by the warranty company, capital costs, or losses resulting from customer claims. Such disclaimers apply irrespective of whether these losses are mandated by law or other agreements, and whether they are based on contractual liability, tort liability (including negligence), or strict liability.

Except as expressly provided in this Limited Warranty, Hency Solar shall not be liable for personal injury or property loss and damage, nor shall it be liable for any other loss or damage related to this Limited Warranty.

## **6. Transferability**

Upon Hency Solar receiving full payment for the modules and written notification, and with the condition that the module products remain undisturbed in their original installation location, accompanied by clear evidence of inheritance and transfer relationships, this "Limited Warranty Certificate" becomes eligible for transfer. The transfer process must encompass the entire certificate and is not subject to partial transfers. At Hency Solar's request, the transferee of the acknowledged "Limited Warranty Certificate" is obligated to sign an agreement, confirming their acceptance of the certificate's content, establishing a necessary condition for the transfer.

## **7. Separability**

If any part or provision of this Limited Warranty is deemed invalid, invalid, or unenforceable, or if the application of such part or provision to certain persons or circumstances is deemed invalid, invalid, or unenforceable, then this situation shall not affect the validity of any other part or provision of this warranty or the application of this warranty. In this case, the applicability of other parts or clauses of this warranty should be considered independent and valid.

## **8. Law and dispute resolution**

In the event of any disputes relating to this Limited Warranty, including but not limited to the existence, validity, violation or termination of this Limited Warranty, the resolution shall adhere to the mutually agreed dispute settlement method outlined in the pre-signed sales contract. Should disagreements arise concerning the attribution of responsibility in warranty claims, both the customer and Hency Solar hereby expressly agree to entrust the industry's authoritative testing institutions, such as Fraunhofer, PI, TUV SUD, TUV Rheinland, Intertek, UL, CQC, CGC, etc., for testing. The testing organization may be invited to participate in determining the final claim. All

expenses incurred due to the commissioning of a third-party testing institution for testing shall be borne by the party deemed at fault. Unless otherwise stipulated in the final judgment or award on the settlement of disputes under the sales contract, the relevant expenses shall align with the provisions outlined in the final judgment or award. Hency Solar reserves the right of final interpretation of the Limited Warranty.

Our goods come with guarantees that cannot be excluded under the 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

## **9. Force majeure**

Hency Solar for force majeure events, Including but not limited to natural disasters ,wars ,riots, strikes, war situations, plagues or other infectious diseases, fires, floods, As well as any non-performance or delayed performance of sales terms and agreements (including this Limited Warranty) caused by similar reasons or circumstances beyond Hency Solar's control, it shall not be liable to customers or third parties in any way. Under such circumstances, Hency Solar shall suspend the performance of this limited warranty and shall not be liable for any delay caused by such reasons during this period.

If you have any questions regarding the products, quality or performance, please contact Hency Solar. The contact information is as follows:

Company Name: Shanghai Electric Hency Solar Technology Co., Ltd.

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