

Limited Warranty for PV Modules

By purchasing the solar photovoltaic modules identified in below (products) from Wuxi Sunket New Energy Technology Co., Ltd. (hereinafter referred to as: SUNKET), you have chosen a level of quality that meets high standards. Use of the products in accordance with regulations will reliably maintain their function to produce electricity (functional capability) as well as reliably maintaining the performance of the products. As a sign of our confidence in this quality, SUNKET is happy to grant you (the end-user who first put the products into operation correctly or the person who has purchased the products from such an end-user during the Warranty Period) a 25-year Limited Warranty under the terms and conditions below:

Standard Photovoltaic Modules

SKTxxxM10(xxx=560-605, in increment of 5)
SKTxxxM10(xxx=520-555, in increment of 5)
SKTxxxM10(xxx=475-510, in increment of 5)
SKTxxxM10(xxx=430-465, in increment of 5)
SKTxxxM10(xxx=390-415, in increment of 5)
SKTxxxM10(xxx=345-370, in increment of 5)
SKTxxxM10(xxx=300-325, in increment of 5)
SKTxxxM6(xxx=465-500, in increment of 5)
SKTxxxM6(xxx=430-465, in increment of 5)
SKTxxxM6(xxx=395-425, in increment of 5)
SKTxxxM6(xxx=360-385, in increment of 5)
SKTxxxM6(xxx=325-345, in increment of 5)

Customized Photovoltaic Modules

SKTxxxM10(xxx=260-280, in increment of 5)
SKTxxxM10(xxx=215-230, in increment of 5)
SKTxxxM10(xxx=175-185, in increment of 5)
SKTxxxM10(xxx=150-160, in increment of 5)
SKTxxxM10(xxx=130-140, in increment of 5)
SKTxxxM10(xxx=110,115)
SKTxxxM10(xxx=95,100)
SKTxxxM10(xxx=65,70)
SKT60M10
SKT50M10

M means Monocrystalline PV module.

1. Limited Power Warranty - Limited Remedy (Customized PV Module shall not enjoy this Warranty)**12 year**

If, within a period of twelve (12) years from the date shown on the invoice to the customer, module(s) exhibits a power output less than 90 % of the minimum output power in SUNKET's product datasheet, SUNKET and the customer will jointly analyze the causes. If it is determined that SUNKET shall be responsible for the loss of power output, SUNKET will, at its sole option, (i) provide additional module(s) (ii) repair or replace the defective module(s) to guarantee output power is no less than 90 % of the minimum output Power.

25 year

If, within a period of twenty-five (25) years from the date shown on the invoice to the customer any module(s) exhibits a power output less than 80% of the minimum output power in SUNKET's product datasheet, SUNKET and the customer will jointly analyze the causes. If it is determined that SUNKET shall be responsible for the loss of power output, SUNKET will, at its sole option, (i) provide additional module(s) (ii) repair or replace the defective module(s) to guarantee output power is no less than 80 % of the minimum output Power. The warranty period of original Product shall be considered as the warranty period of any replacement Product and repaired Product. If the production of a Product has been terminated, Supplier will provide a current standard Product as the replacement.

SUNKET's limitation of liability for the output power warranty will be that, SUNKET will make up the discrepancy between the committed total output and the actual output by compensating the Buyer additional modules accordingly.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the "Limited Quality Warranty".

NOTICE: The DC power of a Product shall be tested under standard test conditions which are: light intensity 1000 W/m², temperature 25°C, AM 1.5. (The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of SUNKET valid at the date of manufacture of the PV Modules. SUNKET's calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.)

2. Limited Product Warranty – Standard PV Module Twelve Years. Repair, Replacement and Refund Remedy

In the event you have a claim covered by this Limited Warranty, you must inform the authorized seller/dealer of the product of the alleged defect in writing. If that seller/dealer no longer exists, you may send this written notification to the address in Section I. You must include the original sales receipt (as evidence of the time of the purchase of the Newtech's products) with any warranty claim. Upon receipt of a claim, Newtech may require additional information regarding the claim, which may include, without limitation, applicable warranty registration information, proof of delivery and/or installation, serial and model numbers, and evidence regarding the basis of claim. All warranty obligations hereunder are expressly contingent upon the timely and full provision of such additional information. The return of any products will not be accepted unless prior written authorization has been given by Newtech.

3. Exclusions and Limitations

- (1) In any event, all warranty claims must be filed within the applicable warranty period;
- (2) The "Limited Product Quality Warranties" and the "Limited Power Warranties" do not apply to any module(s) which have been subjected to:
 - a) Misuse, abuse, neglect or accident;
 - b) Improper transportation, system design and the environment;

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- c) Non-observance of SUNKET's installation and maintenance instructions;
 - d) Repair or modifications by someone other than an approved service technician of SUNKET;
 - e) Power failure surges, lighting, flood, fire, accidental breakage or other events outside SUNKET's control.

NOTICE: Due to the limited protection on the back surface, it should be prevent from collision, scratch or squeeze in transportation, installation and other treatment.

(3) Both the "Limited Product Quality Warranties" and "Limited Power Warranties" do not cover any transportation charge, customs clearance or any other costs for return of the module(s), or for reshipment of any repaired or replaced module(s), or costs associated with installation, removal or reinstallation of the PV Modules.

(4) Warranty claim will not be honored if the type or serial number of the module(s) have been altered, removed or made illegible.

(5) This "Limited Warranty for PV Modules" only applies for the conforming products.

(6) Under STC conditions, the Maximum system voltage [V] is 1000V. In parallel connection, the number of modules shouldn't exceed N, $N = \text{Conductor current} / I_{sc}$. Also, in series connection, the number of modules shouldn't exceed M, $M = [V] / V_{oc}$ (V_{oc} is the module's open circuit voltage under the minimum working temperature in the installed region).

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 SUNKET, unless such other obligations or liabilities are expressly agreed to in writing signed and

approved by SUNKET. SUNKET 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 module(s), including, without limitation, any defects in the module(s), or from use or installation. Under no circumstances shall SUNKET 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 but without limitation excluded. SUNKET' 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(s).

FOR SALES TO U.S. ONLY:

SOME STATES IN THE U.S. DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES BY STATE LAW. SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY FOR YOU.

5. Obtaining Warranty Performance

If the customer has a justified claim covered by this "Limited Warranties for PV Modules", the customer shall send an immediate notification directly to SUNKET (info@sunket.cn), together with the notification, the evidence of the claim with the corresponding serial number of the module(s) and the invoice copies of which the modules have been purchased. The return of any PV Modules will not be accepted unless prior authorization has been given by SUNKET.

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 test-institute such as Fraunhofer ISE in Freiburg Germany, TÜV in Germany or other international institution shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by SUNKET.

8. Force Majeure

SUNKET shall not be responsible or liable in any way to distributors or ultimate customers or any third party for any module defect or power output loss due to acts of God, war, riots, strikes, and any other unforeseen event beyond its control, including but not limited to any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the module(s) or the claim.

9. Warranty Transfer

This Limited Warranty is fully assignable and transferable provided that the warranty holder provides notice to Solar Newtech PTY LTD at the first address listed in section 11 90 days of the assignment or transfer of the Limited Warranty.

10. Various

The repair or replacement of the module(s), the supply of additional module(s) and the transfer of warranty does not cause beginning of new warranty terms, nor shall the original terms of this "Limited Warranty for PV Modules" be extended. Any replaced module(s) shall become the property of SUNKET and at the disposal of SUNKET. SUNKET shall have the right to deliver another type of modules (different in size, color, shape and/or power) in case SUNKET discontinued producing the replaced

module(s) at the time of the claim.

11. Contact

1.To receive service under this Limited Warranty, please contact the authorized seller/dealer of your product or XXXX at the following address.

Customer Service
Solar Newtech PTY LTD

Australian Importer:

Business Phone: 0755385755

Business Street Address: 18A/2 Riverview Parade, Surfers paradise QLD 4217

Business Suburb: GOLD COAST

Business Postcode: 4217

Business State: QLD

ABN: 27629479723

Contact: Yanjun Zhao

Website: Solarnewtech.com

Mail: info@solarnewtech.com

2.Only for buyers located in Australia: The "Limited Warranty" is only valid for products purchased from authorized Australian resellers. Buyers may contact the above office for details of authorized Australian resellers.

The following statement applies to customers that are 'consumers' under the definition of the Australian

Consumer Law:

"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 for 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."