



# Limited Manufacturer's Warranty

**for DMEGC brand crystalline solar photovoltaic Modules**

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



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For standard series solar photovoltaic modules (hereinafter Modules), HENGDIAN GROUP DMEGC MAGNETICS CO., LTD. (hereinafter DMEGC), shall warrant the performance of its Modules starting from the Warranty Start Date which be the date of installation or hundred and eighty (180) days after delivery from DMEGC factory to the Buyer, whichever date is earlier.

### Limited Product Warranty

DMEGC warrants its Modules to be free from material and/or manufacturing defects but strictly to the extent that it influences the power output functionality of Modules more than expected in accordance with the product specification under normal application, installation, and use conditions. If the glass-foil Modules fail to confirm to this warranty, during the period of One Hundred and Forty-Four (144) months from the Warranty Start Date, or glass-glass Modules fail to confirm to this Warranty, during the period of One Hundred and Eighty (180) months from the Warranty Start Date, DMEGC will, at its option, either repair or replace the Modules; or refund the then current market value of the Modules, or make up such loss in power by providing to Customer(s) additional Modules.

DMEGC shall cover reasonable transportation costs for returning the affected product to DMEGC and shipping the additional, repaired or replaced product to the Buyer.

### 1. Limited Peak Power Warranty

#### Warranted Percentages of Nominal Power Output

For glass-foil Modules with mono cells inside, no less than 97% of Modules' nominal power in the first year (the power loss in the first year including LID power loss) from Warranty Start Date, thereafter it decreases linearly by no more than 0.7% per year, remain no less than 80.2% of nominal power till the 25th year from Warranty Start Date.

For glass-foil Modules with poly cells inside, no less than 97.5% of Modules' nominal power in the first year (the power loss in the first year including LID power loss) from Warranty Start Date, thereafter it decreases linearly by no more than 0.7% per year, remain no less than 80.7% of nominal power till the 25th year from Warranty Start Date.

For glass-glass Modules with mono cells inside, no less than 97% of Modules' nominal power in the first year (the power loss in the first year including LID power loss) from Warranty Start Date, thereafter it decreases linearly by no more than 0.5% per year, remain no less than 82.5% of nominal power till the 30th year from Warranty Start Date.

For glass-glass Modules with poly cells inside, no less than 97.5% of Modules' nominal power in the first year (the power loss in the first year including LID power loss) from Warranty Start Date, thereafter it decreases linearly by no more than 0.52% per year, remain no less than 82.5% of nominal power till the 30th year from Warranty Start Date.

All the warranted percentages of nominal power output should be as indicated by DMEGC on the respective module minus a tolerance range of 3% under standard test conditions.

If, for a period of twenty-five (25) years for glass-foil Modules or thirty (30) years for glass-glass Modules from Warranty Start Date, any Modules exhibit a

power output less than **Warranted Percentages of Nominal Power Output** (clause 2), provided that such loss in power is determined by DMEGC (at its sole and absolute discretion) to be due to defects in materials or workmanship, DMEGC will, at its sole option, either repair or replace the Modules; or refund the then current market value of the Modules; or make up such loss in power by providing to Customer(s) additional Modules.

DMEGC shall cover reasonable transportation costs for returning the affected product to DMEGC and shipping the additional, repaired or replaced product to the Buyer. If DMEGC opts repair as the remedy, DMEGC shall cover reasonable material and labor costs related to the repair.

### 2. Exclusions and Limitations

(1) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.

(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.

Non-compliance with national and local electric codes; Backside power performance which is offered to Customer free of charge;

Alteration, improper installation or application;

Downgraded or customized Modules, or any Modules not covered by this Warranty agreed by DMEGC and its immediate Customer;

Aesthetic issues associated with but not limited to cells or module(s) color, product size, which do not affect the power output;

Non-compliance with the installation and maintenance instructions of DMEGC;

Repair or modifications by someone other than an approved service technician of DMEGC;

Power failure surges, lightning, flood, soot, acid rain or industrial chemicals, salt water, fire, accidental breakage or other events outside the control of DMEGC.

(3) Both the "Limited Product Warranty" and the "Limited Peak Power Warranty" do not cover non DMEGC branded electronics (like but not limited to micro inverter, optimizer and their accessories), the manufacturer of the electronics will provide warranties.

(4) Both the "Limited Product Warranty" and the "Limited Peak Power Warranty" do not cover any costs and expenses for the removal, installation or reinstallation, scraping of the Modules, those costs and expenses shall remain with the Buyer;

(5) Warranty claims will not be honored if the type or serial number of the Modules have been altered, removed or made illegible;

(6) If the limited years of the "Limited Product Warranty" and the "Limited Peak Power Warranty", conflict with the local laws, the shorter years shall prevail.

### 3. Limitation of liability

This "Limited Manufacturer's Warranty" as set forth herein 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, and all other obligations or liabilities on the part of DMEGC,

unless such other obligations or liabilities are expressly agreed to in writing signed and approved by DMEGC. DMEGC 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 DMEGC 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. DMEGC's aggregate liability, if any, in damages or otherwise, shall be limited to the extra DC power output degradation multiplied by the unit price stated on the Invoice from DMEGC to its immediate Customer, taking into account a depreciate ratio according the years of the Limited Peak Power Warranty.

#### **4. Obtaining Warranty Performance**

If the Customer has a justified claim covered by this "Limited Manufacturer's Warranty", an immediate notification 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: solar@dmegc.com.cn)**. Together with the notification, the Customer should enclose the evidence of the claim with the corresponding serial number of the Modules 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 DMEGC representative 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 DMEGC.

#### **5. Severability**

If a part, provision or clause of this "Limited Manufacturer's 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 Manufacturer's Warranty", and to this end such other parts, provisions, clauses or applications of this "Limited Manufacturer's Warranty" shall be treated as severable.

#### **6. Technical Disputes**

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as TÜV Rheinland in Germany / China, TÜV SÜD in Germany / China, PI in Berlin / China and the third party which be agreed between the parties, shall be retained to judge the claim finally. All fees and expenses so arising shall be born by the failed party.

#### **7. Miscellaneous**

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 Manufacturer's Warranty" be extended. Any replaced Modules shall become the property of DMEGC made for their disposal. DMEGC has the right to deliver another type (different in size, color, shape and/or power) in case DMEGC has discontinued producing the replaced Modules at the time of the claim.

#### **8. Warranty Transfer**

This "Limited Manufacturer's Warranty" is transferable when the product remains installed in its original installation location.

#### **9. Force Majeure**

DMEGC shall not be responsible or liable in any way to the Customer or any third-party for any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Manufacturer's Warranty", due to any acts of God, wars, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of DMEGC. In such cases, performance by DMEGC of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

#### **10. Validity**

This "Limited Manufacturer's Warranty" is valid for all Modules dispatched from DMEGC's factories since 1st Mar 2020 until 31st Dec 2020 or when there is an update of this "Limited Manufacturer's Warranty".

"Nominal Power specified in the product data sheet" is the power in Watt peak that a PV-module generates in its Maximum Power Point under STC condition. "STC" 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 – as applicable – per calibration and testing standards of DMEGC valid at the date of manufacture of the PV-modules.

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

This "Limited Manufacturer's Warranty" shall be governed by and interpreted under the laws of Singapore (irrespective of its choice of law principles) with the exclusion of the 1980 UN Convention on the International Sale of Goods (CISG).

Except for the technical disputes specified in Section 6 above herein, all disputes arising out of or in connection with this "Limited Manufacturer's Warranty" shall, unless amicably settled between the parties, be settled by arbitration in Singapore under the Singapore International Arbitration Centre Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these Rules. The language of arbitration shall be English. The award of the Arbitrators will be final and binding upon the Parties. Provided that there is any inconsistency between sale's contracts with this "Limited Manufacturer's Warranty", the "Limited Manufacturer's Warranty" shall prevail.

This document constitutes part of the contract and valid automatically when the contract is signed. A copy of the "Limited Manufacturer's Warranty" is available via the website [www.dmegc.solar] and can be downloaded.

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