



Limited Warranty

for DMEGC Solar Photovoltaic Modules

HENGDIAN GROUP DMEGC MAGNETICS CO., LTD.



DMW-0018 May 15th 2023

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” or “Warranty”) to the immediate buyer and its permitted successors and assigns (“Customer”) with respect to any DMEGC or GREENHOUSE branded solar photovoltaic modules (“Modules”) sold by DMEGC Solar under modules supply agreement signed by DMEGC Solar and the Customer on or after May 15th, 2023.

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) DMEGC branded glass foil Solar PV Modules with P type cell quantity below 72pcs (in full): One Hundred and Eighty (180) months from the Warranty Start Date;
- 2) DMEGC branded glass glass Solar PV Modules with P type cell quantity below 72pcs (in full): Two Hundred and Forty (240) months from the Warranty Start Date;
- 3) DMEGC branded glass foil Solar PV Modules with cell quantity no less than 72pcs (in full) or Greenhouse branded glass foil Solar PV Modules: One Hundred and Forty-Four (144) months from the Warranty Start Date;
- 4) DMEGC branded glass glass Solar PV Modules with cell quantity no less than 72pcs (in full) or Greenhouse branded glass glass Solar PV Modules: One Hundred and Eighty (180) months from the Warranty Start Date;
- 5) DMEGC branded glass foil Solar PV Modules with N type cell quantity below 72pcs (in full): Two Hundred and Forty (240) months from the Warranty Start Date;
- 6) DMEGC branded glass glass Solar PV Modules with N type cell quantity below 72pcs (in full): Three Hundred (300) months from the Warranty Start Date.

3. Limited Peak Power Warranty

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

- 1) P-type mono Modules
 - a) For glass-foil Modules with 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 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 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 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

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 (P_{nom}) is labeled power output, expressed in Watt, as indicated in the nameplate of the Modules. The actual power 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 m², 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 Sections 2 or 3 above, only at the sole discretion of DMEGC Solar, a justified claim will be settled by either of the following warranty services:

- 1) Repair work; or
- 2) Delivery of additional Module to make up the extra power loss; or
- 3) Reimbursement of the difference in power (wattage difference) between the actual power output and the guaranteed power output set out in the Section 3 according to the market price (per watt) at the time DMEGC Solar received the warranty claim; or
- 4) Reimbursement of the purchase price, reduced by an annual, linear depreciation amount calculated on the basis of the warranty period set out in Section 3 (i.e. 30 or 25 years following the Warranty Start Date) of the original Modules that is subject to the warranty claim; or
- 5) Replacement of the defective Module or part thereof by new Module. 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.

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 modules supply agreement to which this Warranties apply. Any costs and expenses for the dismantling, removal, testing, packaging, installation or re-installation of the Modules shall be assumed by the Customer.

The settlement of a justified claim shall not constitute a renewal or extension of existing, statutory warranty claims or claims on the basis of the Warranty. Any replaced Modules shall become the property of DMEGC Solar made for their disposal. Unless instructed by DMEGC Solar otherwise, the Customer shall dispose of Modules in accordance with all local applicable regulations on

electronic waste treatment and disposal at its own cost. Modules having been replaced shall not be sold, reworked or reused in any way, unless expressly authorized by DMEGC Solar.

That Warranty represents a voluntary service by DMEGC Solar. Any claims beyond the warranty services as set forth in this section, particularly regarding direct or indirect damage shall be excluded, to the extent permitted by law.

5. Warranty Exclusions

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

- 1) Misuse, abuse, neglect, accident, wear and tear from the installed environment;
- 2) Non-compliance with national and local electric codes;
- 3) The installation was not performed as per the installation instructions of DMEGC Solar;
- 4) There are defects that were caused by Customer or third parties, in particular installers, and these certain defects were specifically caused by incorrect assembly or commissioning, a combination with unsuitable components or incorrect operation or use;
- 5) Repair work or modifications were not carried out or authorized by DMEGC Solar, unless that claim is confirmed not associate with the Repair work or modifications;
- 6) Downgraded, or any Modules not covered by the Warranties;
- 7) Nameplate or serial number of the affected Module have been tampered with, erased, removed or rendered illegible;
- 8) The Module was used in such a manner to infringe DMEGC Solar or any third party's intellectual property rights (e.g. patents, trademarks);
- 9) There are defects that indicate force majeure, in particular lightning strike, overvoltage, floods, soot, acid rain, industrial chemicals, fire, pests, breakage or any other events that DMEGC Solar cannot influence;
- 10) The Module has been subjected to exposure to mold discoloration or similar external effects;
- 11) Any deterioration in appearance of the Module (including, but not limited to any scratches, stains, mechanical wear, rust, or mold), or any other changes to the Module which occur after delivery to the Beneficiary, do not constitute a defect under the Product Warranty. A claim in the event of glass

breakage arises only to the extent that there was no external cause of the breakage. Normal wear, i.e. wear caused by normal Module use, does not constitute a Product Warranty Event. The same applies in the event of discoloration of the Module;

- 12) Any subsequent sale from a country where DMEGC Solar was first marketed to another country without the prior consent of DMEGC Solar; provided, however, that the foregoing shall not apply to the sales among the members of the European Union ("EU"), where the sale of Modules from one EU member to another does not require the prior consent of DMEGC Solar. The above-mentioned consent of DMEGC Solar shall not be valid unless made in writing and signed by a duly authorized representative of DMEGC Solar;
- 13) 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;
- 14) The Warranties shall not apply to Staubli connector, and such connector shall be covered by the warranty provided by Staubli;
- 15) The Warranties shall not apply to Modules for which the full and final payment has not been received by DMEGC Solar.

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, AND THE CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY. THE WARRANTIES DO NOT AFFECT ANY ADDITIONAL RIGHTS THE CUSTOMER HAS UNDER MANDATORY LAWS IN THE CUSTOMER'S JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS.

NOTWITHSTANDING THE ABOVE, THE FOLLOWING STATEMENT APPLIES TO CUSTOMERS, WHO MATCHES THE DEFINITION OF "CONSUMERS" UNDER 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 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.”

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 Magnetism Co., Ltd. With address Hengdian Industrial Zone, Dongyang, Zhejiang, China, 322118 (Tel: +86-579-86310330; Email: 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 heritance 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.

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