



## **PHOTOVOLTAIC MODULE LIMITED WARRANTY**

### **1. Limited Product Warranty -Ten Years Repair, Replacement or Refund**

Kinse Solar warrants its Photovoltaic modules (KS\*\*\*-\*\*\*-M\*\*\*), including field replaceable DC connector cables assemblies, to be free from defects in materials and workmanship under normal application, installation, use and service conditions. Kinse Solar warrants that the above-mentioned models of PV modules are free from material and workmanship defects under normal conditions of application, installation, use and service. If Kinse determines that these modules do not meet the limited product warranty, Kinse will dispose of them at its own discretion within a reasonable period of time.

Kinse will repair or replace products or PV Modules that are subject to serious cosmetic defects as defined in IEC 61215 and IEC 61730 and cosmetic defects of abnormal power during the limited warranty period. If Kinse fails to repair or replace any such defective modules within a reasonable repair period, Kinse will refund the purchase price of the relevant modules upon written request of the purchaser.

If the PV modules fail to conform to this warranty, then for a period ending 120 months from date of delivery from the Seller. Kinse Energy will, at its option, either repair or replace the product, or refund the purchase price as paid by the Customer ("Purchase price").

This warranty does not apply to damage that is not the fault of Kinse, including but not limited to any cosmetic damage or defacement caused by abusive or unreasonable use or non-standard maintenance, or damage caused by unauthorized changes in design construction.

### **2. Effective date of the warranty**

The effective date of the warranty is defined as the date of delivery of the Products to the Buyer or the 180th day from the date of manufacture and production of the Products, whichever is the earlier.

The limited warranty set forth in this warranty is in addition to any implied warranties granted to the Buyer by law. All implied warranties (including warranties of merchantability and fitness for purpose) are limited to the period up to the date of delivery stated above. Except for the terms and duration of the warranties set forth in this warranty, neither Kinse sales personnel nor any other person shall be authorized to make any warranties on behalf of Kinse or to extend any warranties beyond the warranty period set forth below.



### **3. Limited Peak Power Warranty**

Both warranties are valid for all Kinse Energy modules, one for 12 years at 89.3% of the original power after decay, and one for 25 years at 80.2% of the original peak power after decay.

#### **A . 12 years**

Kinse Solar warrants the output power of the modules will be no less than around 89.3% of the rated power (lower limit value) under Standard Test Conditions for a period of 12 years since the date of B/L.

#### **B . 25 years**

Under the terms of this Limited Warranty, Kinse Solar provides the Purchaser with a maximum peak power warranty of 25 years from the date of commencement of the warranty for mono-glass modules ("Maximum Peak Power Warranty"): for monocrystalline silicon solar modules.

a) For the first year from the date of sale, Kinse Solar guarantees the nominal output power of the module to be not less than 97% of the product of the nominal output power of the module and the minimum of the module tolerance.

b) For the period from the 2nd year to the 24th year from the date of sale, the actual power of the module shall not decrease by more than 0.7% per year; for the period from the date of sale to the 25th year, the nominal output power of the module shall be not less than 80.2% of the product of the module nameplate output power and the minimum value of the module tolerance.

Note: The output power is the power at which the PV module is tested under Standard Test Conditions (STC). The standard test conditions (STC) are as follows: (a) spectral AM1.5, (b) light intensity 1000 W/m<sup>2</sup>, (c) temperature 25±2°C . The tests are based on IEC61215 and IEC61730. The actual output power of the modules is measured at Kinse's factory or at a third party testing facility approved by Kinse.

### **4. Promises**

Kinse Solar promises that if solar modules supplied by the SELLER to the BUYER do not meet the warranted percentage of its specified power output during the warranty period, and the reason for the power reduction is the material or workmanship, the SELLER will repair or replace the Solar Modules to reach the guaranteed output. Whether to repair or replace the Solar Modules will be decided by the SELLER.

Considering so long period of warranty (10-25 years) and possible change of type and



specification of the product during such period, it may be impossible for replacement with the same type of module, so, similar or new type of modules may be used for replacement. Kinse Solar warrants that the Goods sold by the SELLER under the terms of this Contract are brand-new and first handed without any defect in workmanship and materials and conform to the specifications under the condition of normal using and maintenance.

Kinse Solar shall not be liable under this warranty if testing and examination made by the SELLER discloses that the alleged defect in the goods does not exist or was caused by BUYER or the end-user's misuse, neglect, improper installation or testing, unauthorized attempts to repair, or by accident, fire, lightning or other hazards.

In the event that the actual power output of the module falls below the promised power during the warranty period, as confirmed by Kinse, Kinse will provide additional modules to the purchaser to compensate for the power loss, or repair or replace the defective module to eliminate the power loss, or give the purchaser the corresponding financial compensation for the lost power in the manner determined by Kinse at its sole discretion, less the power decayed during the cycle used.

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.

Compensation for module power deficiency (in the following equation)

Where: Pnc-compensation for module power shortfall in year N.

Pnt-The theoretical minimum output power of the module in year N.

Pna - the actual power output of the module in year N.

$\Delta t$ - absolute value of the minimum nameplate tolerance.

(a) For polycrystalline modules, Pnt is calculated using the following formula

$$Pnt = [97.5\% - 0.7\% \cdot (N-1)] \cdot Pm \cdot (1 - \Delta t)$$

(b) For monocrystalline modules, Pnt is calculated using the following formula

$$Pnt = [97\% - 0.7\% \cdot (N-1)] \cdot Pm \cdot (1 - \Delta t)$$

Note: Pm is the nominal output power of the product of that size in the JSI product data sheet

(c) Pna is the actual output power of the module in year N under standard test conditions (STC) at a JX factory or at a third party testing facility approved by JX.



## **5. Announce**

The contract goods do not fit for using in the environment of gas and liquid which are corrosive. Otherwise, the BUYER shall be responsible for the losing.

## **6. Limitation on Liability**

In no event, whether based on contract or tort, shall either party be liable for indirect loss or damages of any kind (including but without limitation of losing of profits, revenue, losing of business, freight, insurance, storage, duty and so on) arising out of or relating to this contract or the breach thereof, whether or not the party was advised of the possibility of such damage.

In case the said limitation on liability is not valid for product liability the Kinse Solar liability is limited to the compensation paid by the SELLER's insurance or according to the really quantity of the mangled (total how much BUYER paid for these mangled quantity) .

## **7. Settlement of Disputes**

Any dispute arising from or in connection with this Contract shall be settled through friendly negotiations. In case that no settlement can be reached, the dispute shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) Shanghai Sub-Commission for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

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