PRODUCT WARRANTY

2019 V2.0

PERC MONO PHOTOVOLTAIC MODULE

1. Limited Product Warranty – Fifteen Years Repair, Replacement or Refund Remedy

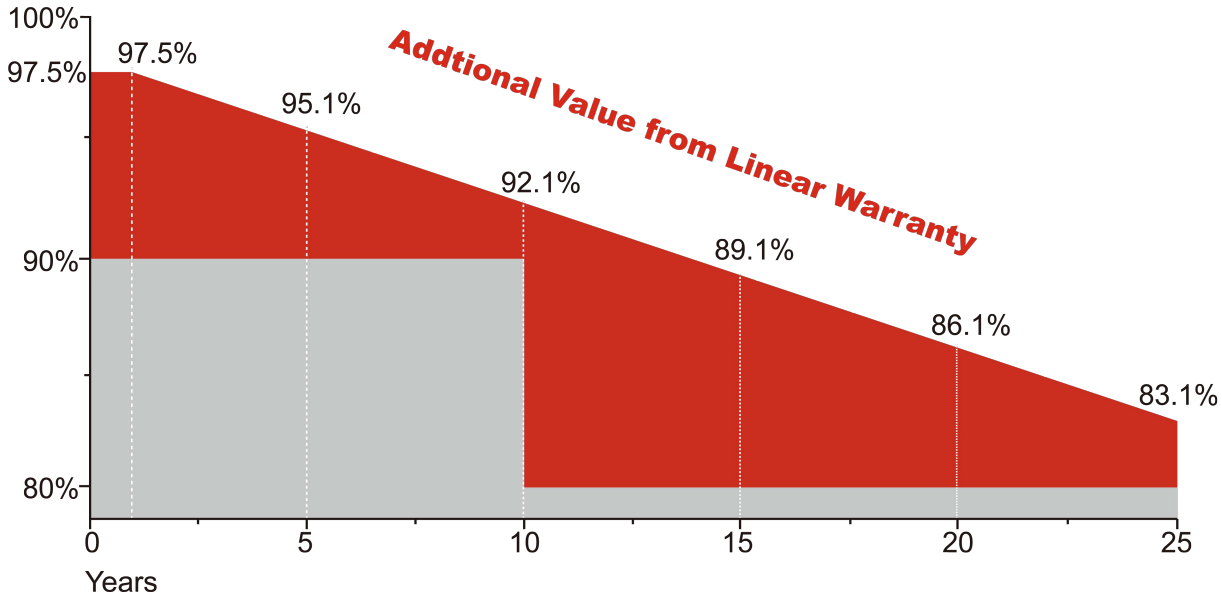
Jiangsu Seraphim Solar System Co., Ltd (SERAPHIM) warrants its photovoltaic solar PERC mono modules[1] (MODULES),including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application, installation, usage and service conditions. If MODULES fail to conform to this warranty, during the period ending one hundred eighty (180) months from the date of sale to the customer of the SERAPHIM product (CUSTOMER), SERAPHIM will, at its option, either repair or replace the product, or refund the purchase price as paid by the customer (SALES DATE). The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the "Limited Product Warranty" and shall not extend beyond the one hundred eighty (180) months period set forth herein. This "Limited Product Warranty" does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter ("Limited Peak Power Warranty").

2. Limited Peak Power Warranty - Limited Remedy

SERAPHIM warrants that for a period of twenty-five years commencing on the warranty start date, the loss of power output relating to the initial guaranteed power which is defined as Peak Power Watts Pmax (Wp) plus Peak Power Watts Pmax (Wp) multiplied by the lower limit of the Power Output Tolerance Pmax (%)–as specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC[2]) for the Product(s) shall not exceed.

LINEAR PERFORMANCE WARRAN

For PERC Monocrystalline Products: less than 2.5% in the first year, thereafter less than 0.60% per year, ending with no less than 83.10% in the 25th year after the Warranty Start Date.



If MODULES fail to conform to this warranty during the period ending 25 years from the date of sale to the customer of the SERAPHIM product, SERAPHIM will, at its option, either repair or replace the product.

3. 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 Warranties” and the “Limited Peak Power Warranties” do not apply to any MODULES which have been subjected to:

Misuse, abuse, neglect or accident;

Alteration, improper installation or application;

Non-observance of SERAPHIM’s installation and maintenance instructions;

Repair or modifications by someone other than an approved service technician of SERAPHIM; Power failure surges, lighting, flood, fire, accidental breakage or any other Force Majeure incidents.

(3) Both the “Limited Product Warranties” and “Limited Peak Power Warranties” do not cover any costs associated with installation, removal or re-installation of the PV-modules and (except as explicitly set forth in the final paragraph of Section 5) customs clearance or any other costs for return of the MODULES.

(4) Warranty claims will not be honored if the serial number of the MODULES have been altered, removed or made illegible.

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 (usage), or application, and all other obligations or liabilities on the part of SERAPHIM unless such

other obligations or liabilities are expressly agreed to in writing signed and approved by SERAPHIM. SERAPHIM 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 MODULE, or from usage or installation. Under no circumstances shall SERAPHIM be liable for incidental, consequential or special damages, howsoever caused. Loss of usage, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. SERAPHIM’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.

5. Obtaining Warranty Performance

If the CUSTOMER has a justified claim covered by this “Limited Warranties for PV Modules”, an immediate notification directly to SERAPHIM shall be filed by mailing a registered letter in writing to the address of SERAPHIM listed hereunder, or, sending an email letter to the email account of SERAPHIM listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the date on which the MODULE(s) have been purchased.

The return of any PV-modules will not be accepted unless prior written authorization has been given by SERAPHIM. In connection with both the “Limited Product Warranties” and “Limited Peak Power Warranties”, SERAPHIM shall reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repaired or replaced MODULES, only if this cost is authorized by SERAPHIM customer service department.

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, TÜ V Rheinland, TÜV SÜD or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party, unless otherwise awarded. The final explanation right belongs to SERAPHIM.

You may have specific legal rights outside this warranty, and you may also have other rights that vary from state to state. this limited warranty does not affect any additional rights you have under laws in your jurisdiction governing the sale of consumer goods, including, without limitation, national laws implementing EC directive 99/44. some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in this limited warranty statement may not apply to you.

8. Various

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 Warranty for PV-Modules” be extended. Any replaced MODULES shall become the property of SERAPHIM made for their disposal. SERAPHIM has the rights to deliver another type (different in size, color, shape and/or power) in case SERAPHIM discontinued producing the replaced MODULES at the time of the claim.

9. Warranty Transfer

This warranty is transferable when the product remains installed in its original location at the warranty registration.

10. Force Majeure

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

11. Validity

This “Limited Power Warranty for PV Modules” will become null and void if the MODULE is transferred from the original continent of origin (e.g. North America). All customers, direct and indirect, are hereby notified of such potential nullification.

12. Contac

Please contact SERAPHIM customer service department if you have any problem with the product, quality or performance.

Address: 1-2 Hengyao Road, Henglin Zhen, Wujin District,213101 Changzhou, China
Tel: +86 519 88776028
Mail: info@seraphim-energy.com

Remarks:

【1】.PERC mono modules:
SRP-XXX-6MB，SRP-XXX-6MB-HV，SRP-XXX-6MA，SRP-XXX-6MA-HV;
SRP-XXX-BMB，SRP-XXX-BMB-HV，SRP-XXX-BMA，SRP-XXX-BMA-HV.

【2】.STC:
“Peak Power at STC” is the power in Watt peak that a PV- module generates in its Maximum Power Point. “STC” 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 degree centigrade at right angle irradiation. The measurements are carried outin accordance with IEC 61215 as tested atthe connectors or junction box terminals – as applicable – per calibration and testing standards of SERAPHIM valid atthe date of manufacture ofthe PV-modules.