



LIMITED WARRANTY TERMS FOR PV MODULES

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ReneSola Jiangsu Ltd. (hereinafter “ReneSola Jiangsu”) provides limited warranties for crystalline silicon terrestrial photovoltaic modules (hereinafter “MODULES”).

TYPES OF THE MODULES

ReneSola Jiangsu Standard PV MODULES Types Name covered under this warranty are:

Module Type	Description
JC***M-24/Ab(***=245-325)	156-72 Poly series (Virtus II)
JC***M-24/Abs(***=245-355)	156-72 Poly series （Poly 4 busbar cell）
JC***S-24/Ab(***=255-330)	156-72 Mono series
JC***F-24/Ab(***=255-330)	156-72 Square Mono series
JC***M-24/Bb(***=205-270)	156-60 Poly series (Virtus II)
JC***M-24/Abs-b(***=245-355)	156-72 Poly series Black Frame(Poly 4 busbar cell)
JC***S-24/Bb(***=215-275)	156-60 Mono series
JC***F-24/Bb(***=215-275)	156-60 Square Mono series
JC***M-18/Cb(***=190-240)	156-54 Poly series (Virtus II)
JC***M-24/Azs(***=245-325)	156-72 Poly series Zep Frame (Virtus II)
JC***S-18/Cb(***=200-245)	156-54 Mono series
JC***F-18/Cb(***=200-245)	156-54 Square Mono series
JC***S-24/Db(***=160-210)	125-72 Mono series
JC***F-24/Db(***=160-210)	125-72 Square Mono series
JC***M-18/Eb(***=180-220)	156-48 Poly series (Virtus II)
JC***M-24/Azs-b(***=245-325)	156-72 Poly series Black Zep Frame (Virtus II)
JC***S-18/Eb(***=175-220)	156-48 Mono series
JC***F-18/Eb(***=175-220)	156-48 Square Mono series
JC***M-24/Ab-b(***=245-325)	156-72 Poly series (Virtus II)
JC***M-24/Bbs(***=205-295)	156-60 Poly series (Poly 4 busbar cell)
JC***S-24/Ab-b(***=255-330)	156-72 Mono series
JC***S-24/Abs(***=255-360)	156-72 Mono series （Mono 4 busbar cell）
JC***S-24/Abs-b(***=255-360)	156-72 Mono series Black Frame （Mono 4 busbar cell）
JC***S-24/Abs(***=205-300)	156-60 Mono series （Mono 4 busbar cell）
JC***S-24/Abs-b(***=205-300)	156-60 Mono series Black Frame （Mono 4 busbar cell）
JC***F-24/Ab-b(***=255-330)	156-72 Square Mono series
JC***M-24/Bb-b(***=205-270)	156-60 Poly series (Virtus II)
JC***M-24/Bbs-b(***=205-295)	156-60 Poly series Black Frame(Poly 4 busbar)

Module Type	Description
JC***S-24/Bb-b(***=215-275)	156-60 Mono series
JC***F-24/Bb-b(***=215-275)	156-60 Square Mono series
JC***M-18/Cb-b(***=190-240)	156-54 Poly series (Virtus II)
JC***M-24/Bzs(***=205-270)	156-60 Poly series Zep Frame (Virtus II)
JC***S-18/Cb-b(***=200-245)	156-54 Mono series
JC***F-18/Cb-b(***=200-245)	156-54 Square Mono series
JC***S-24/Db-b(***=160-210)	125-72 Mono series
JC***F-24/Db-b(***=160-210)	125-72 Square Mono series
JC***M-18/Eb-b(***=180-220)	156-48 Poly series (Virtus II)
JC***M-24/Bzs-b(***=205-270)	156-60 Poly series Black Zep Frame (Virtus II)
JC***S-18/Eb-b(***=175-220)	156-48 Mono series
JC***F-18/Eb-b(***=175-220)	156-48 Square Mono series
JC***M-24/Abh(***=245-325)	156-72 Poly series (Virtus II)
JC***S-24/Abh(***=255-330)	156-72 Mono series
JC***F-24/Abh(***=255-330)	156-72 Square Mono series
JC***M-24/Bbh(***=205-270)	156-60 Poly series (Virtus II)
JC***S-24/Bbh(***=215-275)	156-60 Mono series
JC***F-24/Bbh(***=215-275)	156-60 Square Mono series
JC***M-24/Abh-b(***=245-325)	156-72 Poly series (Virtus II)
JC***S-24/Abh-b(***=255-330)	156-72 Mono series
JC***F-24/Abh-b(***=255-330)	156-72 Square Mono series
JC***M-24/Bbh-b(***=205-270)	156-60 Poly series (Virtus II)
JC***S-24/Bbh-b(***=215-275)	156-60 Mono series
JC***F-24/Bbh-b(***=215-275)	156-60 Square Mono series
JC***S-12/Jb(***=70-95)	125-32 Mono series
JC***F-12/Jb(***=70-95)	125-32 Square Mono series
JC***M-24/Bgs(***=225-270)	156-60 Poly Transparent Double glass series (Poly 4 busbar)
JC***M-24/Ags(***=245-355)	156-72 Poly Transparent Double glass series (Poly 4 busbar)
JC***S-24/Bgs(***=225-280)	156-60 Mono Transparent Double glass series (Mono 4 busbar)
JC***S-24/Ags(***=300-360)	156-72 Mono Transparent Double glass series (Mono 4 busbar)

For the standard solar module types listed above, ReneSola Jiangsu shall warrant to its immediate customer of ReneSola Jiangsu the MODULES performance starting from the date of unpacking at client side or ninety (90) days after the delivery from ReneSola Jiangsu, whichever date is earlier (hereinafter “WARRANTY START DATE”).

LIMITED PRODCUT WARRANTY – TEN YEARS REPAIR, REPLACEMENT OR REFUND REMEDY

ReneSola Jiangsu warrants its Modules types listed in the MODULES type table, including factory-assembled DC connectors and cables will perform fully compliant to the technical specifications under normal application, installation, utilization and service conditions. If MODULES under perform during the period of 10 years from the Warranty Start Date due to MODULES' material or workmanship, ReneSola Jiangsu will, at its own option, either repair or replace the product, or refund the then current market price of the MODULES when the CUSTOMER makes the claim. The repair or replacement or refund remedy set forth in this paragraph shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the ten-year product warranty period set forth herein. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under the Limited Peak Power Warranty.

LIMITED PEAK POWER WARRANTY – LIMITED REMEDY

For a period of 25 years from the Warranty Start Date, concerning the power output compared with the nominal peak power output specified in relevant product technical data sheet and measured at standard test conditions (hereinafter "STC"), ReneSola Jiangsu warrants that:

- For all ReneSola Jiangsu's MODULES: the peak power output has a positive allowance 0 ~+5W based on ReneSola Jiangsu ex works testing data;
- For the poly series: the power output should no less than 97.5% of nominal peak power output in the first year; and thereafter, the power output degrades linearly; the power output should no less than 80.7% of nominal peak power at the end of the 25th year after the Warranty Start Date;
- For the Quasi-mono series: the power output should no less than 97% of nominal peak power output in the first year; and thereafter, the power output degrades linearly; the power output should no less than 83% of nominal peak power at the end of the 25th year after the Warranty Start Date;
- For the double glass poly series: the power output should no less than 97.5% of nominal peak power output in the first year; and thereafter, the power output degrades linearly; the power output should no less than 80% of nominal peak power at the end of the 30th year after the Warranty Start Date;
- For the Mono Transparent Double glass series: the power output should no less than 96.5% of nominal peak power output in the first year; and thereafter, the power output degrades linearly; the power output should no less than 80% of nominal peak power at the end of the 30th year after the Warranty Start Date;
- For the Mono series and square mono series : the power output should no less than 96.5% of nominal peak power output in the first year; and thereafter, the power output degrades linearly; the power output should no less than 80% of nominal peak power at the end of the 25th year after the Warranty Start Date; and If there is any excess power output loss, and it is determined by ReneSola Jiangsu (at its sole and absolute discretion) to be due to defects in material or workmanship, ReneSola Jiangsu will, at its sole option:

- Provide additional MODULES to the CUSTOMER or replace, repair the defective Module(s) to make up for such loss in power, or refund the percentage of the cost of the Module (according to the market price of the Module at the time the CUSTOMER makes the claim) to the CUSTOMER, corresponding to the power loss discrepancy from the warranted value stated above.

The remedies defined in this section shall be the sole and exclusive remedies provided under the Limited Peak Power Warranty.

EXCLUSIONS AND LIMITATIONS

(1) In any event, all warranty claims must be presented 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;
- Alteration, improper installation, or application or damage due to transportation which the CUSTOMER is responsible for;
- Non-observance of ReneSola Jiangsu's Photovoltaic MODULES Installation Manual (REF: RNS-Installations-001 for all series except double glass, REF: RNS-Installations-002 for double glass series);
- Repair or modifications by someone other than a service technician pre-approved by ReneSola Jiangsu;
- Power failure surges, lightning, flood, fire, accidental breakage, actions of third parties, or other events outside ReneSola Jiangsu's reasonable control;
- Damages due to abnormal environmental conditions, including, without limitation, improper voltage, acid rain, mobile or marine environment, and other pollution and damages due to a defective construction base on which the MODULES are mounted;
- Damages due to external corrosion or mold discoloration;
- Damages due to movement from the MODULES' original installation;
- Cell finger or cell bus bar discoloration and / or snail trail.

(3) Both the "Limited Product Warranty" and "Limited Peak Power Warranty" do not cover any costs associated with installation, removal or re-installation of the MODULES, and (except as explicitly set forth in the final paragraph of Obtaining Warranty Performance) customs clearance or any other costs for return of the MODULES.

(4) Payment overdue.

(5) Warranty claims will not be honored or covered under the Limited Warranties if the type or serial number of the MODULES have been altered, removed or made illegible.

LIABILITY LIMITATION OF WARRANTY

These Limited Warranty Terms 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 ReneSola Jiangsu, unless such other obligations or liabilities are expressly agreed to in a writing signed and approved by ReneSola Jiangsu.

Under no circumstances shall ReneSola Jiangsu be liable for any indirect, incidental, consequential, special, or punitive damages, including, without limitation, loss of profit or revenue, loss of business opportunities, loss of production, and loss of goodwill or reputation, that arises from or is in connection to the breach of these Limited Warranty Terms for PV MODULES regardless of the type of claim, whether or not of contract, tort, warranty or otherwise, and even if ReneSola Jiangsu has been advised of the possibility of such damages.

The aggregate maximum liability of ReneSola Jiangsu, if any, for certain MODULES in connection to any loss(es), in damages or otherwise, whether for claims of contract, tort, warranty or otherwise, shall not exceed the invoice price and impacted quantity and value with 4% deducted each year, for the purchase order including the MODULES which cause damages.

OBTAINING WARRANTY PERFORMANCE

If the CUSTOMER has a justified claim covered by these Limited Warranty Terms for PV MODULES, an immediate notification in writing directly to ReneSola Jiangsu shall be filed by mailing a registered letter to the address of ReneSola Jiangsu listed hereunder, or by sending an email to the email account of ReneSola Jiangsu listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the affected Module(s) and the date on which the Modules have been purchased. An invoice with clear indication of the contract number, purchase date, purchase price, module type, stamp or signature of ReneSola Jiangsu or its authorized 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 ReneSola Jiangsu.

SEVERABILITY

If a part, provision or clause of these Limited Warranty Terms for PV MODULES, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect the validity and enforceability of and shall leave all other parts, provisions, clauses or applications of these Limited Warranty Terms for PV MODULES, and to this end, such other parts, provisions, clauses or applications of these Limited Warranty Terms for PV MODULES shall be treated as severable.

TECHNICAL DISPUTES

In case of any dispute on technical facts relating to a warranty-claim, a first-class international test-institute such, as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland, VDE or PTL in Arizona State University shall be engaged to provide test results which will be reference to the judgment from technical side. All fees and expenses shall be borne by the responsible or liable party or the final losing party. The final optional right in connection with test institute shall be owned by ReneSola Jiangsu.

MISCELLANEOUS

The repair or replacement of the MODULES or the supply of additional MODULES will not cause the beginning of new warranty terms, nor shall the original terms of these Limited Warranty Terms for PV MODULES be extended. Any replaced MODULES shall become the property of ReneSola Jiangsu at its disposal. ReneSola Jiangsu has the right to deliver another type (different in size, color, and shape and/or power) in case ReneSola Jiangsu has discontinued producing the same type of product as that of the replaced MODULES.

WARRANTY TRANSFER

The warranties herein are transferable, provided that the MODULES remains installed in their original installation location and that the transferee must hold the MODULES or the projects in which such MODULES are used; any assignment or and such transfer of any of the Limited Warranties is subject to ReneSola Jiangsu's prior written consent, and all assignments and transfers in violation of the aforementioned consent requirement will be void.

FORCE MAJEURE

ReneSola Jiangsu 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 contractual obligations, including those provided under these Limited Warranty Terms for PV MODULES, due to acts of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, unavailability of suitable and sufficient labor, raw material, capacity or technical or yield failures, or any other similar cause or circumstance beyond the reasonable control of such ReneSola Jiangsu, including, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the defective MODULES. In the event of a force majeure occurrence, performance by ReneSola Jiangsu of these Limited Warranty terms shall be suspended without liability for the period of delay reasonably attributable to such occurrences of force majeure.

VALIDITY

This Limited Warranty Terms for PV MODULES is valid for all MODULES in the defined contract(s) dispatched from ReneSola Jiangsu's factory sites.

"Nominal Power in Datasheet" is the power in Watt peak that a PV module generates in its Maximum Power Point under standard test condition (STC), which 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 °C centigrade at right angle irradiation.

The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of ReneSola Jiangsu valid at the date of manufacture of the PV MODULES.

APPLICABLE LAW AND DISPUTE SETTLEMENT

These Limited Warranty Terms for PV MODULES shall be governed by and interpreted under the laws of People's Republic of China (irrespective of its choice of law principles).

Except for the technical disputes specified in the TECHNICAL DISPUTES" section above herein, all disputes arising out of or in connection with these Limited Warranty Terms for PV MODULES shall, unless amicably settled between the parties, shall be settled by arbitration in Hong Kong under the Hong Kong International Arbitration Center 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. In the event of any conflict or inconsistency between this Section and a signed purchase or sales contract to which these Limited Terms are attached, the terms and conditions of such contract shall prevail.

This document constitutes part of the contract and valid automatically when the contract is signed.



光伏组件 有限质保条款

编号：RNS-WARRANTY-001 版本：12 修订日期：2016-10

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浙江昱辉阳光能源江苏有限公司（以下简称“昱辉江苏”）为其生产的地面用晶硅光伏组件（以下简称“组件”）提供有限的质量保证。

组件型号

本质保书涵盖的组件产品型号包括：

型号名称	说 明
JC***M-24/Ab(***=245-325)	156-72 多晶系列 (Virtus II)
JC***M-24/Abs(***=245-355)	156-72 多晶系列 （多晶4 主栅电池）
JC***S-24/Ab(***=255-330)	156-72 单晶系列
JC***F-24/Ab(***=255-330)	156-72 方形单晶系列
JC***M-24/Bb(***=205-270)	156-60 多晶系列 (Virtus II)
JC***M-24/Abs-b(***=245-355)	156-72 多晶系列黑色边框(多晶4 主栅电池)
JC***S-24/Bb(***=215-275)	156-60 单晶系列
JC***F-24/Bb(***=215-275)	156-60 方形单晶系列
JC***M-18/Cb(***=190-240)	156-54 多晶系列 (Virtus II)
JC***M-24/Azs(***=245-325)	156-72 多晶系列 Zep 边框 (Virtus II)
JC***S-18/Cb(***=200-245)	156-54 单晶系列
JC***F-18/Cb(***=200-245)	156-54 方形单晶系列
JC***S-24/Db(***=160-210)	125-72 单晶系列
JC***F-24/Db(***=160-210)	125-72 方形单晶系列
JC***M-18/Eb(***=180-220)	156-48 多晶系列 (Virtus II)
JC***M-24/Azs-b(***=245-325)	156-72 多晶系列黑色Zep 边框 (Virtus II)
JC***S-18/Eb(***=175-220)	156-48 单晶系列
JC***F-18/Eb(***=175-220)	156-48 方形单晶系列
JC***M-24/Ab-b(***=245-325)	156-72 多晶系列 (Virtus II)
JC***M-24/Bbs(***=205-295)	156-60 多晶系列 (多晶4 主栅电池)
JC***S-24/Ab-b(***=255-330)	156-72 单晶系列
JC***S-24/Abs(***=255-360)	156-72 单晶系列 （单晶4 主栅电池）
JC***S-24/Abs-b(***=255-360)	156-72 单晶系列黑色边框（单晶4 主栅电池）
JC***S-24/Abs(***=205-300)	156-60 单晶系列 （单晶4 主栅电池）
JC***S-24/Abs-b(***=205-300)	156-60 单晶系列黑色边框（单晶4 主栅电池）
JC***F-24/Ab-b(***=255-330)	156-72 方形单晶系列
JC***M-24/Bb-b(***=205-270)	156-60 多晶系列 (Virtus II)
JC***M-24/Bbs-b(***=205-295)	156-60 多晶系列黑色边框(多晶4 主栅)

Module Type	Description
JC***S-24/Bb-b(***=215-275)	156-60 单晶系列
JC***F-24/Bb-b(***=215-275)	156-60 方形单晶系列
JC***M-18/Cb-b(***=190-240)	156-54 多晶系列 (Virtus II)
JC***M-24/Bzs(***=205-270)	156-60 多晶系列 Zep 边框 (Virtus II)
JC***S-18/Cb-b(***=200-245)	156-54 单晶系列
JC***F-18/Cb-b(***=200-245)	156-54 方形单晶系列
JC***S-24/Db-b(***=160-210)	125-72 单晶系列
JC***F-24/Db-b(***=160-210)	125-72 方形单晶系列
JC***M-18/Eb-b(***=180-220)	156-48 多晶系列 (Virtus II)
JC***M-24/Bzs-b(***=205-270)	156-60 多晶系列黑色Zep 边框 (Virtus II)
JC***S-18/Eb-b(***=175-220)	156-48 单晶系列
JC***F-18/Eb-b(***=175-220)	156-48 方形单晶系列
JC***M-24/Abh(***=245-325)	156-72 多晶系列 (Virtus II)
JC***S-24/Abh(***=255-330)	156-72 单晶系列
JC***F-24/Abh(***=255-330)	156-72 方形单晶系列
JC***M-24/Bbh(***=205-270)	156-60 多晶系列 (Virtus II)
JC***S-24/Bbh(***=215-275)	156-60 单晶系列
JC***F-24/Bbh(***=215-275)	156-60 方形单晶系列
JC***M-24/Abh-b(***=245-325)	156-72 多晶系列 (Virtus II)
JC***S-24/Abh-b(***=255-330)	156-72 单晶系列
JC***F-24/Abh-b(***=255-330)	156-72 方形单晶系列
JC***M-24/Bbh-b(***=205-270)	156-60 多晶系列 (Virtus II)
JC***S-24/Bbh-b(***=215-275)	156-60 单晶系列
JC***F-24/Bbh-b(***=215-275)	156-60 方形单晶系列
JC***S-12/Jb(***=70-95)	125-32 单晶系列
JC***F-12/Jb(***=70-95)	125-32 方形单晶系列
JC***M-24/Bgs(***=225-270)	156-60 多晶透明双玻系列 (多晶4 主栅)
JC***M-24/Ags(***=245-355)	156-72 多晶透明双玻系列 (多晶4 主栅)
JC***S-24/Bgs(***=225-280)	156-60 单晶透明双玻系列 (单晶4 主栅)
JC***S-24/Ags(***=300-360)	156-72 单晶透明双玻系列 (单晶4 主栅)

对上述型号的标准太阳电池组件，昱辉江苏将向其直接客户保证其光伏太阳能组件的性能，保证期从组件离开昱辉江苏90日内或者组件开箱日两者中较早的日期（质保期开始日）。

有限产品质保-十年维修、更换或退款补偿

从质保期开始日起10年内，如果组件出现质量缺陷，则将由昱辉江苏决定进行维修或更换产品，或以当时的组件市场价格退款给客户。本条规定的维修、更换或退款应为“有限产品质保”项下提供的唯一的、排他性的补救措施，并且不超过本条规定的10年质保期。本“有限产品质保”不包括特定的功率输出（该项将只在下面的条款3“有限峰值功率质保”中进行规定）。

有限峰值功率质保-有限补救措施

自质保期开始日起25年内，产品标准条件下实际输出功率相对于昱辉江苏产品资料中所规定的标称功率的衰减，昱辉江苏将保证：

- 对于上述型号的光伏组件，昱辉江苏保证出厂测试功率是0 ~ +5W的正公差。
- 对于多晶系列组件：第1年功率输出降低幅度低于标称功率的2.5%。其后，输出功率线性衰减，自质保期开始日起的第25年，输出功率不低于标称功率的80.7%。
- 对于单晶系列组件，方形单晶系列组件：第1年功率输出降低幅度低于标称功率的3.5%。其后，输出功率线性衰减，自质保期开始日起的第25年，输出功率不低于标称功率的80%。
- 对于多晶透明双玻系列组件：第1年功率输出降低幅度低于标称功率的2.5%。其后，输出功率线性衰减，自质保期开始日起的第30年，输出功率不低于标称功率的83%。
- 对于单晶透明双玻系列组件：第1年功率输出降低幅度低于标称功率的3.5%。其后，输出功率线性衰减，自质保期开始日起的第30年，输出功率不低于标称功率的80%。
- 自质保期开始日起，如果任何组件出现输出功率衰减超过上文描述，并且由昱辉江苏确定该功率的损耗是由于原料或工艺缺陷所致，将由昱辉江苏决定：

提供额外的组件给客户以弥补功率损耗，维修或更换有缺陷的组件以消除功率损耗；或对于实际功率输出与昱辉江苏产品资料中所规定的标称功率的差额超过上文保证的部分，向客户同比例退还组件的成本（按当时的组件市场价格计算）。

本条规定的补救措施应为“有限峰值功率质保”项下提供的唯一的排他性的补救措施。

排除和限制

（1）任何情况下，所有质保要求必须在相应的质保期内提出才有效。

（2）组件的“有限产品质保”和“有限峰值功率质保”不适用于遭受如下情况的组件：

- 误用、滥用、疏忽或事故；
- 改装、不当安装或使用，或由于客户负责的运输造成的损害；
- 未遵循昱辉江苏的安装和保养维护说明（参见组件安装说明书RNS-Installations-001，双玻组件参见RNS-Installations-002）；
- 非昱辉江苏认可的维修技术人员的维修或改动；
- 停电、雷电、洪水、火灾、意外破损，第三方行为或其他昱辉江苏不可合理控制的事件。
- 由于不正常的环境条件造成的损害，包括但不限于不当电压、酸雨，多变的或海洋环境，其它污染，或损害是由于组件安装在有缺陷的建筑物上。
- 由于外部腐蚀，或使组件变色的类似现象造成的损害。
- 由于安装或运维造成的损害，或者蜗牛纹。

（3）“有限产品质保”和“有限峰值功率质保”均不包含如下费用：与光伏组件的安装、拆卸或重新安装相关的费用（本质保书第6条最后一段明确规定的情况除外）；退回光伏组件所产生的清关或任何其他费用。

（4）买方未按协议约定及时支付货款。

（5）组件型号或序列号被改动、移除或无法辨认时，质保请求将会被拒绝。

（6）本“光伏组件的有限质保”不适用于标识为“A级”或“B级”的组件。昱辉江苏明确提示有专门的“A级光伏组件的有限质保”或“B级光伏组件的有限质保”适用于此类组件。

质保的责任限制

除非昱辉江苏以书面方式明确同意、签署并订可了其他的义务和责任，本文规定的“光伏组件的有限质保”明确替代并排除了所有其他明示的或默示的担保（包括但不限于商销性担保，适用于特殊目的、用途或应用的担保），以及昱辉江苏所有的其他义务或责任。

在任何情况下，昱辉江苏不对因违反本质保书引起的任何附随的、间接的、特殊的或惩罚性的损失承担责任，包括但不限于利润或收入损失、商业机会损失、生产损失、商誉损失，无论索赔的类型如何，而且即使昱辉江苏已经被告知该种损失的可能性。

昱辉江苏如果对客户承担损害或其他责任，其累计的所有责任不得超过客户支付的包含有缺陷组件的订单之发票之价值及单价。

质保的履行

如果客户认为根据本“光伏组件的有限质保”可以提出正当质保要求，应立即直接以挂号信形式将书面通知寄送至昱辉江苏的后面的地址，或发送电子邮件到下述昱辉江苏的电子邮箱。客户应随通知附上质保证明，对应的组件序列号及购买日期。同时，还应提供能够清晰显示合同编号，购买日期、购买价格、组件型号、昱辉江苏或其分销商的签章也同时作为证据进行提交。

如果昱辉江苏没有预先发出书面授权，退回的光伏组件将不会被接受。

在“有限产品质保”和“有限峰值功率质保”下，重新发运修理好的或更换过的组件所支付的合理的、通常的海上或陆路运输费用由昱辉江苏承担。

可分割性

如果本“光伏组件的有限质保”的某部分、某项目规定或某个条款，或其对某人或某情形的适用被认定为无效或不可执行，该认定将不影响本“光伏组件的有限质保”的所有其他部分、规定、条款或其应用的效力，并且为此目的，本“光伏组件的有限质保”的其他部分、规定、条款或应用应被视为是可分割的。

技术争议

在质保索赔中产生的任何技术方面的争议，应由国际一流的检测机构，如德国弗莱堡的Fraunhofer研究院太阳能研究中心（Fraunhofer ISE in Freiburg / Germany）、莱茵TUV（TUV Rheinland）、VDE或PTL(亚利桑那州立大学，PTL in Arizona State University)进行技术判定的参考依据，除非另有规定，所有的试验费用应由最终的败诉方承担。前述机构的最终选择权归昱辉江苏所有。

其他

组件的维修、更换或提供额外的组件并不表示质保期限重新开始，此“光伏组件的有限质保”的原有期限也不应延期。任何被更换的组件均为昱辉江苏的财产，并由其全权处置。在处理索赔过程中，如果昱辉江苏停止生产被更换组件型号的产品，其有权提供另一型号（尺寸、颜色、形状和/或功率不同）的组件。

质保的转让

组件仍然安装在原始的安装位置，并且未经过拆卸、转移时，本质保方可转让。而受让转让方必须拥有组件或使用该组件的项目和必须得到昱辉江苏的事先书面同意，本质保方可转让。

不可抗力

如果由于自然力、战争、暴乱、罢工、战争状态、瘟疫或其他传染病、火灾、洪水、工人和原材料短缺、产能或产量或技术的失效等其他超出昱辉江苏合理控制范围的原因或情况（包括但不限于在销售存在缺陷组件时不知悉的技术的或物质的事件或状况）造成昱辉江苏不履行或延迟履行销售条款或条件（包括本“光伏组件的有限质保”），昱辉江苏不对客户或任何第三方承担任何责任。此种情况下，在可归因于上述原因造成的延误期限内，昱辉江苏对本有限质保的履行将暂停，并无需承担任何责任。

效力

本“光伏组件的有限质保”适用于从昱辉江苏发出的所有指定合同规定内的组件。

“产品资料上的标称功率”为光伏组件在标准条件下，在其最大功率点产生的功率瓦数。

“标准条件”如下：

- (a) 光谱AM1.5，
- (b) 辐射强度每平方米1000瓦，
- (c) 直角辐射下电池温度25摄氏度。

测量根据IEC 61215在连接器或接线盒终端进行，可行的情况下，按照昱辉江苏在光伏组件生产日有效的校准和测试标准进行测试。

适用法律和争议解决

本“光伏组件的有限质保”的签署、生效、解释、履行及争议的解决适用中华人民共和国法律法规。除上述第8条规定的技术争议外，因本“光伏组件的有限质保”产生的所有争议，如未能协商友好解决，双方同意提交昱辉江苏所在地有管辖权的人民法院诉讼解决。

该资料构成合同的一部分，随着合同的签署自动生效。