

Limited Warranty for HEC+ Modules

(Version 2011_V2)

The product (hereinafter the “Product”) in this Warranty means the HEC+ PV Module(s) manufactured by Phono Solar Technology Co., Ltd. (hereinafter the “Phono Solar”). The Phono Solar warrants its Product(s) in compliance with the terms and conditions as stipulated below.

This “Limited Warranty for HEC+ Modules“ is valid for all HEC+ MODULES delivered from Phono Solar between 1st September 2011 and 31st December 2011.

1. Limited Product Warranty –Ten Years Repair or Replacement

Phono Solar warrants that the Product including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If Product fails to conform to this warranty, within a period of ten (10) years as from the date of delivery, Phono Solar will, at its sole discretion, repair or replace the Module, within the above specified period. The repair or replacement remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the ten years 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

25 years

Phono Solar warrants that for a period of twenty five years commencing on the Warranty Start Date loss of power output of the nominal power output specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC) for the Product(s) shall not exceed

- For Polycrystalline Products : 2.5 % in the first year, thereafter 0.7% per year, ending with no less than 80% in the 25th year after the Warranty Start Date,
- For Monocrystalline Products : 3.5 % in the first year, thereafter 0.68% per year, ending with no less than 80% in the 25th year after the Warranty Start Date.

Otherwise, Phono Solar will, at its sole option, either

(1) replace such loss in power by either (a) providing additional Product(s) to the CUSTOMER to make up for such loss in power or (b) replacing the defective Product(s) at the option of Phono Solar or

(2) refund the percentage of the cost of the Product(s)(as measured by the then prevailing market price for similar Product(s) to the CUSTOMER representing the percentage of the power output less than the value in each year the minimum “Peak Power at STC”¹ as specified as of the Delivery Date in Phono Solar’s Flash Report.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the “Limited Peak Power Warranty”

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 Product(s) which have been subjected to:

- Misuse, abuse, neglect or accident;
- Alteration, improper installation or application;
- Non-observance of Phono Solar’s installation instructions;
- Repair or modifications by someone other than an approved service technician of Phono Solar;
- Power failure surges, lightning, flood, fire, accidental breakage or other events outside Phono Solar’s control;

Phono Solar Technology Co., Ltd

- Caused by external events including but not limited to defective equipment parts, appliances, system components like, connecting cables, invertors, or the like, which have been coupled with the Module by anyone other than Seller, or caused by defective system design, configuration, or installation planning;

- Using on mobile vehicles;

(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 Product(s); .

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

4. Limitation of Warranty Scope

These warranty 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 Phono Solar, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Phono Solar.

Phono 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 Product(s), including, without limitation, any defects in the Product(s), or from use or installation. Under no circumstances shall Phono Solar be liable for incidental, on sequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded Phono Solar ´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 Product(s).

5. Obtaining Warranty Performance

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

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

6. Severability

If a part, provision or clause of this “Limited Warranty for HEC+ 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 HEC+ Modules”, and to this end such other parts, provisions, clauses or applications of this “Limited Warranty for HEC+ 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 in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by PHONO SOLAR.

8. Various

The repair or replacement of the Product(s) or the supply of additional Product(s), does not cause the beginning of new warranty terms, nor shall the original terms of this “Limited Warranty for HEC+ Modules” be extended. Any replaced Product(s) shall become the property of Phono Solar made for their disposal. Phono Solar has the right to deliver another type (different in size, color, shape and/or power) in case Phono Solar discontinued producing the replaced Product(s) 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

Phono Solar 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 HEC+ 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 Phono Solar. In such cases, performance by Phono Solar of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

1 “Peak Power at STC” is the power in Watt peak that a PV- module generates in its Maximum Power Point. “STC” are as follows:

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 out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of Phono Solar valid at the date of manufacture of the PV-modules.

Contact

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