

Products Warranty

Photovoltaic Module

Version 2023/01/01



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QUALITY WARRANTY

太阳能光伏组件有限质保书

编码: OD/ZZC-05-R-059 版本: V1.1

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

有限产品质保——十五年的修理或更换

AUSTA SOLAR warrants its module(s) and laminate(s), to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If modules fail to conform to this warranty during the period of Fifteen (15) years from the WARRANTY START DATE, AUSTA SOLAR will, at its option, either repair or replace the product. The repair or replacement remedy shall be the sole and exclusive remedy provided under the "Limited Product Warranty" and shall not extend beyond the 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"). Note: For laminate product, silicon/tape sealing, framing, junction box mounting related process and materials flaws are excluded, the laminate defects such as scratch, dint, etc. potentially caused by following processing are also excluded.

宁波欧达光电有限公司保证它所生产的光伏组件/层压件在正常使用、安装和维护的状态下没有材料和工艺上的缺陷。如果组件同担保的条款不相符,从质保期起始日起 15年内生产商可以修理或更换。"有限产品质保"不得超过本合同规定的期限,这种"有限产品质保"不能保证一个特定的功率输出,故在此声明,此"有限产品质保"条款不包含在下文条款中提到的"有限峰值功率保证"。说明:欧达提供层压件的情况下,层压件边缘密封,装框,安装接线盒等后续工序和材料引起的组件外观和性能缺陷,以及因为这些工序的不当操作造成的层压件本身的损伤不在质保范围内。

2. Limited Peak Power Warranty - Limited Remedy

有限峰值功率保证——有限赔偿

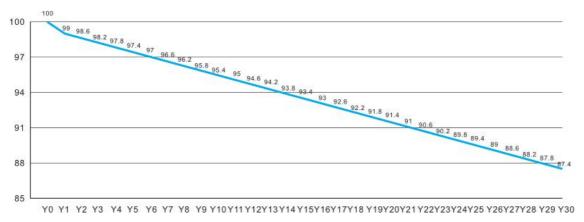
For solar photovoltaic modules/laminates, AUSTA Solar also guarantees: 30 years for N-type TOPCON Monocrystalline modules for limited peak power. From the starting date of the warranty period promised by AUSTA:

Limited Warranty for PV Modules

N-type TOPCON monocrystalline PV modules under the STC standard test conditions, the output power attenuation of photovoltaic modules effectively exceeds 1% of the nominal power identified in the product description, or the annual output power attenuation in any year within the next 29 years exceeds 0.4% of the nominal power identified in the product description , and the peak power is 87.4% lower than the nominal power by the end of 30 years.AUSTA will provide the customer with one of the following compensation options, as appropriate: (a) supply the customer with additional modules to make up for the missing power; (b) replace the modules with insufficient power;

对于太阳能光伏组件/层压件, 欧达光电同时保证: N型TOPCON单晶组件30年。从欧达承诺的质保期起始日起: N型 TOPCON单晶光伏组件在STC标准测试条件下输出功率衰减有效超出产品说明中标识的标称功率1%, 或者在接下来的29年内任何一年的年度输出功率衰减超出产品说明中标识的标称功率的0.4%, 至30年结束时峰值功率低于标称功率的87.4%。欧达将视情况提供以下补偿选项之一给客户:(a)供给客户额外的组件以补足缺失的功率;(b)更换功率不足的组件;

N型TOPCON单晶(N Type TOPCON Mono-module)(%peak power)



3. Warranty start date

质保起始日期

This Quality Warranty shall start upon the date of installation or Sixty (60) days after delivery by AUSTA SOLAR, whichever date is earlier.

以客户安装好组件或者欧达发货后60天两者中比较早的日期开始计算质保起始日期。

4. Exclusions and Limitations

排除和限制

A: In any event, warranty claims must be filled within the applicable warranty period

- B: The "Limited Warranties" do not apply to any PV-modules which have been subjected in AUSTA Solar's absolute judgment:
 - Misuse, abuse, neglect or accident;
 - Alteration, improper installation or application;
 - Non-observance of AUSTA Solar's installation-users and maintenance instructions;
- Repair or modifications by someone other than an approved service technician of AUSTA Solar;
- Power failure surges, lighting, flood, fire, accidental breakage or other events outside AUSTA Solar's control.
- C: The "Limited Warranties" do not cover any transportation costs for return of the PV-modules, or for re-shipment of any repaired or replaced PV-modules, or costs associated with installation, removal or reinstallation of the PV-modules.

D:When used in non-land based applications, including but not limited to modules mounted on the ocean or in a distance of 500 meters from ocean, the "Limited Product Warranty" applying to any of the PV-modules will be limited in ten (10) years. And the "Limited Peak Power Warranty" which the peak power is no less than 90% of the nominal power as set out in AUSTA SOLAR's product datasheet, shall be limited to ten (10) years.

E:Warranty claims will not be honored if the serial number of the PV-modules have been altered, removed or made illegible.

A:任何质保期索赔要求必须在相应的质保期内提出。

B:通过欧达判断光伏组件发生以下情况,"有限产品质保"和"有限峰值功率保证"条款将不适用:

Limited Warranty for PV Modules

- 误用, 滥用, 疏漏或者事故;
- 替换, 安装或运用不当;
- 没有遵循欧达的安装使用和保养说明:
- 不是由欧达光电授权的服务技术人员维修;
- 动力高峰故障, 照明, 洪水, 失火, 意外的破坏或者其他在欧达可控范围之外的

C:有限担保并不包括组件的退货运输费用或者因维修和调换而造成的重新装运的费用,以及对组件的安装,移动和重新设置的费用。

D:当在非陆地包括但不限于海洋面或距离海洋 500 米的距离内安装时,有限产品质保对于任何一块电池组件来说适用只限制在 10 年内,有限峰值功率保证只限制在 10 年以内峰值功率不低于标称功率的 90%。

E:如果光伏组件的系列号已经被改变, 移动或者难以辨认, 担保索赔主张将不被支持。

5. Limitation of Warranty Scope

质保范围

This "Quality Warranty" as set forth herein 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, and all other obligations or liabilities on the part of AUSTA SOLAR, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by AUSTA SOLAR. AUSTA 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. Under no circumstances shall AUSTA SOLAR be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. AUSTA 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 or service furnished or to be furnished, as the case may be, which is the subject of claim of dispute..

在此声明的"太阳能光伏组件有限保证"是代替并排除其它所有明示或默认的保证协议。包括但不限于为特定目的、用途或应用的适销性和适用性保证以及所有其它欧达应承担的义务或债务。除非这些被授权的责任已经以书面形式经过协商,并经欧达书面确认的,否则对财产或人身造成伤害的或由产品引起及相关的其它损失、间接或特殊伤害将不承担赔偿责任。使用的损失、利润的损失、生产的损失和收入损失将不在赔偿范围内。欧达光电的赔偿责任在任何损坏或者其他情况下也不会超过客户支付的单位产品或者维修服务的发票价值,根据具体情况决定哪个是争议过程中要求赔偿的主体。

6. Obtaining Warranty Performance

质保履行

If the CUSTOMER believe it has a justified claim covered by this "Quality Warranty", an immediate notification directly to AUSTA SOLAR shall be filed by mailing a registered letter in writing to the address of AUSTA SOLAR, or sending an email letter to the email account of AUSTA SOLAR sales/affiliate or email address listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of

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the MODULE(s)/laminates and the date on which the MODULES/laminates have been purchased. An invoice with clear indication of the purchase date, purchase price, module type, stamp or signature of AUSTA or its distributors should also be submitted as part of the evidence. The return of any MODULES/laminates will not be accepted unless prior written authorization has been given by AUSTA SOLAR.

如果消费者认为他的正当赔偿要求属于有限担保范围内,他/她必须立即以邮寄书面挂号信/书 面形式通告电池组件销售的经销商,或者由欧达光电授权的分销商,也可直接以电子邮件形式发 这样的通知到欧达光电或发到以下所列邮箱地址的电子账户。在客户提供的索赔通知中,客户需要 同时以附件形式或邮件提供索赔的证据:相关组件/层压件的序列号,以及组件/层压件的购买日期, 客户从欧达或分销商购买时的发票(需明确包含购买日期、价格、组件型号、销售章、欧达签字等 信息)也应视为客户从正规渠道获取欧达组件的证据之一提交给欧达。任何组件/层压件的退回将不 被接受. 除非欧达光电预先给予核准书/书面授权。

7. Severability

可分割性

If a part, provision or clause of this "Quality Warranty", 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 "Quality Warranty", and to this end such other parts, provisions, clauses or applications of this "Quality Warranty" shall be treated as severable.

如果此"光伏组件有限质量保证书"的某一部分、规定或条款、或其应用被认定为无效或不 可执行,该认定将不会影响此"光伏组件有限质量保证书"的其他部分、规定或条款,被认定为 无效或不可执行的部分、规定或条款从其他部分、规定或条款中剥离。

8. Disputes

争议处理

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as VDE, TÜV SUD 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 AUSTA for vesales to U.S.only: This limited warranty gives you specific legal rights. You may also have other rights by state law that vary from state to state

当合同双方发生争议时, 国际认可的测试机构如 VDE, TUV 南德将作为第三方提供分析证据 作 为仲裁依据, 所发生的费用将由败诉方承担,除非另有宣判,上述机构的最终选择权归欧达所有。 对此,欧达保留最终解释权。对于在美国市场销售的产品,本质保书允许客户可以根据各州的法律 规定享有其他权利。

9. Warranty Transfer

质保的转让

Under the condition that the modules havent be uesd, the original install location havent be changed and promise reasonable movement, properly designed system, installation, use, vindication and appropriate work environment to the panels, the warranty can be transfered.

组件未安装使用、组件的原始安装位置未变动,并且必须保证对其合理的搬运、系统设计、安 7

装、使用、 维护及有适当的工作环境时,本质保方可转让。

10. Force Majeure

不可抗力

AUSTA Sloar shall not be responsible in any way to the Customer arising from any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Warranty", due to acts of God, War, riots, strikes, material, , or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the PV-modules or the claim.

对因自然灾害、战争、骚乱、罢工、以及其他欧达无法预见的不可控事件(包括但不限于任何组件产品销售或用户提出质保要求时,欧达无从了解的技术、自然事件或自然条件)等引起的组件缺陷或功率衰减,欧达对消费者和最终用户及任何第三方都不负任何责任。

11. Various

其他

The repair or replacement of the PV-modules or the supply of additional PV-modules does not cause the beginning of new warranty terms, nor shall the original terms of this "Limited Warranty" be extended. Any replaced PV-modules shall become the property of AUSTA Solar. AUSTA Solar has the right to deliver another type(different in size, color, shape and/or power)in case AUSTA Solar discontinued producing the PV-module in question at the time of the claim.

组件的返修、更换、额外组件的提供及质保的转让不代表新的质保期的开始,原有光伏组件有限质保证书的质保期也不会因此而延长。任何被更换的组件将属于欧达所有,并由其全权处置。如果某种被更换的组件产品在用户提出质保要求时已经停产,欧达有权提供其他型号(不同的尺寸、颜色、形状及功率)的组件。

12. Validity

有效对象

This "Limited Power Warranty for PV Modules" is valid for module(s) dispatched from AUSTA between 01/01/2023 and 31/12/2023.

此"太阳能光伏组件有限保证"对于 2023 年 1 月 1 日至 2023 年 12 月 31 日期间从欧达发货的组件产品有效。

Note:

- 1."Peak Power" is the power in Watt peak that a module/laminate generates in its Maximum Power Point. "STC" are as follows
- (a) light spectrum of AM1.5,(b) an irradiation of 1000W per m² and(c) a cell temperature of 25 degree centigrade. The measurements are carried out in accordance with IEC 61215 as tested at the junction box terminals per the calibration and testing standards of AUSTA Solar valid at the date of manufacture of the PV-modules. AUSTA Solar's calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose

注解:

- 1、"峰值功率"单位是瓦, 是电池组件在最大功率点产生的最高功率。STC 测试条件如下:
- (a)光谱 AM1.5; (b)辐照强度 1000 W/m²; (c)电池温度 25℃。在光伏组件生产时, 按照 IEC 61215 的测试标准, 采取通过接线盒终端检测的测量方法, 以符合国际认证机构的标准。

AUSTA warranty claim handling please contact below email address: sales@austagroup.com

欧达产品质量处理邮件地址请联系: sales@austagroup.com