



S O L A R S T O N E

**LIMITED WARRANTY FOR PV MODULES**

Solarstone Ltd (hereafter referred to as Solarstone”) provides the limited warranty to purchasers (hereafter referred to as the “customer”) of Solarstone PV modules.

The terms of the limited warranty are as follows:

### 1. Limited Product Warranty – Ten-Year Repair, Replacement

Subject to the Exclusions and Limitations in clause 3 herein, Solarstone warrants its PV modules (hereafter referred to as “modules”), including factory assembled glass, cells, films, frame, electric components, connection boxes, plugs and wires, if any, to be free from defects in materials and workmanship under normal application, operating conditions, use, installation, and maintenance, within a period of 120 months from the date of delivery to the end customers but not later than 6 months after delivery to the first purchaser from Solarstone, (hereafter referred to as the “warranty start date”).

If a module is found defective in material or workmanship, Solarstone will, at its sole discretion, repair or replace the module within the above specified period according to the type of defect.

For clarification purpose: “material or workmanship defects” are defined per IEC 61215 Clause 7, IEC 61215 Clause 10.1 and IEC 61730 Clause 10.1 for visual defects, and per IEC 61215 entire Clause 10 for electrical and mechanical defects. Like all materials exposed to different environmental conditions, components of modules are subject to natural degradation (aging) and their appearance may change within the warranty period.

The options to repair or replace defective modules, or refund the purchase price are the only and exclusive remedies guaranteed under this Limited Warranty for PV Modules and shall not extend beyond the period of 120 months set forth here. Remedies will be performed directly to the end customer only. This Limited Warranty for PV Modules does not warrant a specific power output, which shall be exclusively covered under Clause 2 hereinafter (“Limited Peak Power Warranty – Limited Remedy”).

### 2. Limited Peak Power Warranty – Limited Remedy

Subject to the Exclusions and Limitations in clause 3 herein, Solarstone warrants that any module(s) exhibits a power output no less than 97% of the nominal peak power specified on the respective datasheet or module label at Standard Testing Conditions (STC, defined as:

(a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per m<sup>2</sup> and (c) a cell temperature of 25 degrees Celsius at right angle irradiation.) within the first year from the date of delivery to the end customers but not later than 6 months after delivery to the first purchaser from Solarstone, (hereafter referred to as the “warranty start date”), or power output declining by no more than 0.7% per year of the nominal peak power. Consequently, at the end of the twenty-fifth year from the “warranty start date”, the modules will still produce a power output of at least 80.2% based on the stated nominal output. For the above such loss in power measured by Solarstone facility or the 3rd party testing institute recognized by both sides, it is determined by Solarstone (at its sole and absolute discretion) to be due to defects in material or workmanship, is eligible for claim under this Limited Warranty for PV Modules. Solarstone will remedy such loss in power by either providing additional modules to the customer to make up for such loss in power, or by repairing or replacing the defective modules at the discretion of Solarstone. The remedies set forth in this Clause 2 shall be the sole and exclusive remedies provided under the “Limited Peak Power Warranty – Limited Remedy”.

Caution: Any power measurement mentioned herein shall be carried out in accordance with IEC 60904 and subjected to - a power measurement uncertainty of  $\pm 3\%$ .

### 3. Warranty Exclusions and Limitations

A. In any event, all warranty claims must be filed in accordance with the instructions outlined in Clause 4 of this Limited Warranty for PV Modules, within the applicable warranty period.

B. The Limited Warranty for PV Modules does not apply to any modules which have been subjected to:

- Misuse, abuse, neglect or accident;
- Alteration, disassemble, reinstallation, and/or improper installation or application;

- Non-observance of Solarstone's installation and maintenance instructions;
- Repair or modifications by persons that have not been previously authorized or approved by Solarstone;
- Failures caused by surrounding equipment of the module;
- Use under unusual conditions or environments (such as high temperature, high humidity and so on) that deviate from the product specifications and installation manual;
- Use for purposes unrelated to the generation of solar power;
- Connection with any other manufacturer's PV modules, or Solarstone modules that are a different model or have different power output specifications without Solarstone's approval in advance.
- Defects occurring during transportation or storage in violation of usual transportation or storage rules or such specified by Solarstone, after the modules have been delivered to the customer;
- Naturally occurring scratches, stains, mechanical wear, rust, degradation, discoloring, or other alteration occurring after the shipment from Solarstone that have no effect on the power generation performance or mechanical strength of the module, but not limited to the below visual alteration during the related warranty period:

- a. Non-significant discoloration of laminate.
- b. Non-significant loss of glass transparency.
- c. Non-significant increase of surface roughness.
- d. Non-significant frame damage due to environmental stress.
- e. Non-significant damage of junction box due to environmental stress or indication of corrosion.
- f. Non-significant damage of connectors and cables due to environmental stress or indication of corrosion.
- g. Non-significant damage of frame fixation due to environmental stress.

- Power failure surges, flood, fire, accidental breakage or other events caused by force of nature, force majeure, or other unforeseeable circumstances outside the range of influence of Solarstone.

C. The Limited Warranty for PV Modules does not cover any transportation charges, customs clearance or any other costs for return of the modules, for reshipment of any repaired or replaced modules, or costs associated with installation, removal or reinstallation of the modules, or profits loss of the system generation.

D. Warranty claims will not be honored if the type or serial number of the modules have been altered, removed or made illegible.

E. Solarstone 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 modules, including, without limitation, any defects in the modules, or from use or installation. Under no circumstances shall Solarstone be liable for incidental, consequential, loss of use, loss of profits, loss of revenues, loss of production or special damages. Solarstone's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value against the affected modules as paid for by the customer

#### 4. Obtaining Warranty Performance

A. Warranty claims should be sent to (a) the dealer who sold the modules, or (b) the authorized Solarstone distributor who sold the modules, or (c) Solarstone directly at the address: Tartu tn 16, 71004 Viljandi, Estonia (phone+ 372 5161414 and info@solarstone.ee, where customers can get an official claim form which is to be fulfilled.)

B. Warranty claims must be sent by registered mail or courier, or any other official written and legal valid document. The claims must include the module model type and the serial number of the defective module(s) (both can be found on the module label), the installation date, location and address of the installation, a precise description of the defect observed and (if applicable, additional information that could attribute to the analysis of the defect, photographs of the damaged modules, the circuit diagram of the system, any records from the system data monitoring), accompanied by a copy of the relevant invoice and purchase contract, delivery date, and must state: "We hereby accept, and agree to, the choice of law, the choice of an expert appraiser and the choice of arbitration as set out in Clause 6 of your Limited Warranty for PV Modules on which our claim is based." Incomplete notifications claims that do not meet the notification deadline of Clause 4, Section C will not be processed.

C. Any claim under this limited warranty shall be forfeited if (a) the customer does not notify Solarstone of such claim in writing in accordance with Clause 4 Section A within thirty (30) days after discovering or after the customer should have discovered, the defect claimed under warranty; or (b) the customer does not commence court or arbitration action within six (6) months after proper notification of the claim.

D. Solarstone is entitled to supply another type of module (if necessary, with other properties) to replace the claimed one if it is no longer in production when the warranty claim is received. E. The repair, replacement, or additional delivery of a module neither renews nor extends the period of the warranty. F. Any claimed/defective product that has been replaced by Solarstone shall become the property of Solarstone. The claimed/defective product shall be returned or otherwise disposed of in accordance with the instructions of Solarstone and at the customer's expense.

## **5. 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.

## **6. Disputes**

No action, regardless of form, arising out of or in any way connected with this Limited Warranty for PV Modules, maybe brought against Solarstone more than six (6) months after the cause of action has occurred.

Solarstone may provide these warranty conditions in several languages for the convenience of customers. In the event of deviations, the English version shall prevail. In the case of a dispute in a warranty claim, a first-class international institute designated by Solarstone and accredited by IECEE shall be involved to judge the claim. All fees and expenses shall be borne by the losing party, unless otherwise awarded. The final right of interpretation shall be borne by Solarstone.

### **CORPORATE ADDRESS**

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