

# **Runergy PV Module Limited Warranty**



Thank you for purchasing solar photovoltaic modules of Runergy (hereinafter "Modules" or "Products"). For purchaser (hereinafter "Customer" or "Buyer") who has entered into a module sales contract with Jiangsu Runergy New Energy Technology Co., Ltd. or its subsidiary (hereinafter "Runergy"), the corresponding entity of Runergy on the sales contract will provide the product limited warranty as outlined below in Table 1 (hereinafter "Limited Warranty").

**Limited Warranty Start Date:** The warranty period for Runergy's Products shall commence on the earlier of the following: 1) the date of Module installation; or 2) three months following the delivery of the Modules to the Buyer in accordance with the Incoterms 2020."

Types of Modules covered by this Limited Warranty					
Module Type	Limited Product Warranty (Years)	Limited Peak Power Warranty (Years)	First Year Degradation	Annual Degradation from Second Year	Power at the End of Peak Power Warranty
HY-WH108P8#-***	12	25	2%	0.55%	84.80%
HY-DH108P8#-***	12	30	2%	0.45%	84.95%
HY-WH120P8#-***	12	25	2%	0.55%	84.80%
HY-DH120P8#-***	12	30	2%	0.45%	84.95%
HY-WH132P8#-***	12	25	2%	0.55%	84.80%
HY-DH132P8#-***	12	30	2%	0.45%	84.95%
HY-WH144P8#-***	12	25	2%	0.55%	84.80%
HY-DH144P8#-***	12	30	2%	0.45%	84.95%
HY-WH156P8#-***	12	25	2%	0.55%	84.80%
HY-DH156P8#-***	12	30	2%	0.45%	84.95%
HY-WH144P9#-***	12	25	2%	0.55%	84.80%
HY-DH144P9#-***	12	30	2%	0.45%	84.95%
HY-WH120P10#-***	12	25	2%	0.55%	84.80%
HY-DH120P10#-***	12	30	2%	0.45%	84.95%
HY-WH132P10#-***	12	25	2%	0.55%	84.80%
HY-DH132P10#-***	12	30	2%	0.45%	84.95%
HY-WT168P8#-***	12	25	2%	0.55%	84.80%
HY-WT174P8#-***	12	25	2%	0.55%	84.80%
HY-WT222P8#-***	12	25	2%	0.55%	84.80%
HY-WH108P12#-***	12	25	2%	0.55%	84.80%
HY-DH108P12#-***	12	30	2%	0.45%	84.95%
HY-WH108N8#-***	12	25	1%	0.40%	89.40%
HY-DH108N8#-***	12	30	1%	0.40%	87.40%
HY-WH120N8#-***	12	25	1%	0.40%	89.40%
HY-DH120N8#-***	12	30	1%	0.40%	87.40%
HY-WH132N8#-***	12	25	1%	0.40%	89.40%
HY-DH132N8#-***	12	30	1%	0.40%	87.40%
HY-WH144N8#-***	12	25	1%	0.40%	89.40%
HY-DH144N8#-***	12	30	1%	0.40%	87.40%
HY-WH156N8#-***	12	25	1%	0.40%	89.40%
HY-DH156N8#-***	12	30	1%	0.40%	87.40%
HY-WH120N9#-***	12	25	1%	0.40%	89.40%
HY-DH120N9#-***	12	30	1%	0.40%	87.40%
HY-WH144N9#-***	12	25	1%	0.40%	89.40%
HY-DH144N9#-***	12	30	1%	0.40%	87.40%
HY-WH120N10#-***	12	25	1%	0.40%	89.40%
HY-DH120N10#-***	12	30	1%	0.40%	87.40%
HY-WH132N10#-***	12	25	1%	0.40%	89.40%
HY-DH132N10#-***	12	30	1%	0.40%	87.40%
HY-WH96N11#-***	12	25	1%	0.40%	89.40%
HY-DH96N11#-***	12	30	1%	0.40%	87.40%
HY-DH108N11#-***	12	30	1%	0.40%	87.40%
HY-DH132N11#-***	12	30	1%	0.40%	87.40%
HY-DT144N11#-***	12	30	1%	0.40%	87.40%
HY-DH108N12#-***	12	30	1%	0.40%	87.40%
HY-WH120N12#-***	12	25	1%	0.40%	89.40%
HY-DH120N12#-***	12	30	1%	0.40%	87.40%
HY-DH80H10#-***	12	30	1%	0.38%	88.00%
HY-DH120H10#-***	12	30	1%	0.38%	88.00%
HY-DH132H10#-***	12	30	1%	0.38%	88.00%
HY-DO120H10#-***	12	30	1%	0.38%	88.00%
HY-DO132H10#-***	12	30	1%	0.38%	88.00%

# refers to blank, B,; \*\*\* is a module power rating.

Table 1. Limited Warranty

## 1. LIMITED PRODUCT WARRANTY

Runergy warrants its Modules (including factory-assembled DC connectors and cables), if any, to be free from defect in materials and workmanship during the limited product warranty period as set forth in Table 1 from the Limited Warranty Start Date, as per the mechanical and electrical characteristics of the Product's datasheet, under normal application and proper installation in accordance with *Runergy Installation Manual*. However, this Product Warranty does not cover cosmetic changes or normal wear and tear occurring after the Product is delivered to the Buyer. If Modules fail to conform to this Product Limited Warranty ("Defective Products"), during the aforesaid period, Runergy will, at its sole option, decide to select one of the remedies set forth hereunder: (1) repairing the Defective Products, or (2) replacing the Defective Products with Grade- A modules; or (3) refunding the purchase price of the Defective Modules based on a fair market value at the time that warranty claim is settled.

The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the "Limited Product Warranty". Runergy shall not be liable for any product warranty claim that is beyond the period of Limited Product Warranty set forth in Table 1. 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

Runergy warrants that during the limited peak power warranty period as set forth at Table 1, the actual peak power output of the Modules will be not lower than the peak power output guaranteed in Table 1.

If Runergy confirms, at its discretion, that any Product does not meet the warranted percentage of the nominal power output because of defects in materials or workmanship, Runergy will, at its sole option, decide to select one of the remedies set forth hereunder: (1) providing additional modules to the Buyer to make up for such difference in power, or (2) replacing the defective module(s) or part with similar or same type of modules to make up for such difference in power; or (3) providing monetary compensation based on the difference between the actual and guaranteed peak power output and the fair market value of the product at the time of the claim.

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

Nominal Peak Power Output in product datasheet is the power in Watt Peak that a Photovoltaic Solar Modules generates in its Maximum Power Point under Standard Testing Conditions (STC). STC are as follows: (a) light spectrum of AM 1.5, (b) an irradiation of 1000W per square meter and (c) a cell temperature of 25 degrees centigrade at direct angle irradiation. The measurements are carried out in accordance with IEC 61215, tested at the connectors or junction box terminals, as per calibration and testing standards of Runergy valid at the date of manufacture of the PV modules.

## 3. WARRANTY EXCLUSIONS AND EXCEPTIONS

3.1 In any event, all warranty claims must be received within the applicable warranty period for this warranty to be

effective.

3.2 The “Limited Product Warranty” and the “Limited Peak Power Warranty” do not apply to any Modules which have been subjected to:

- Misuse, abuse, vandalism whether by negligence, accident or willfulness;
- Alteration or modification, improper installation, application or repair;
- Extreme environmental conditions, such as extreme heat or high-density dust environments, or other similar conditions;
- Contamination by chemicals during installation or storage by Buyer;
- Non-observance of Runergy installation, operation or maintenance instructions detailed in *Runergy Installation Manual*;
- Unauthorized repairs, modifications, alternations by Runergy in writing;
- Force majeure events or events that cannot be controlled by Runergy, such as power failure surges, lightning, flood, fire, accidental breakage, hazardous reverse current caused by improper connections.
- Modules which have been removed and re- installed on a different structure or at a different location from the original installation location.
- Defects that could not be detected at the time the product was put into circulation according to the usual techniques at that time;
- Use of the Product in a manner that infringes the intellectual property rights of Runergy or any third party (including but not limited to patents, trademarks, etc.);
- Failure to provide evidence of purchase or other proof materials required by Runergy;
- Failure to pay the full amount due under the product-related order or sales contracts

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

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

#### **4. LIMITATION OF WARRANTY**

THIS “LIMITED WARRANTY FOR PV MODULES” AS SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES 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 RUNERGY, UNLESS SUCH OTHER OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY RUNERGY. RUNERGY 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 RUNERGY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, AND LOSS OF REVENUES ARE SPECIFICALLY AND WITHOUT LIMITATION EXCLUDED AND REGARDLESS OF WHETHER SUCH DAMAGE OR LOSSES ARE BASED ON AGREEMENTS, WARRANTY, ASSURANCE OR GUARANTY, IN TORT OR BY STRICT LIABILITY. RUNERGY'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE AS PAID BY THE Buyer, FOR DEFECTIV PRODUCT(S).

### 5. WARRANTY CLAIM PROCEDURE

If the Buyer wishes to make a warranty claim against Runergy under this Limited Warranty, the Buyer shall submit such claim during the Warranty Period and within 30 working days of discovering or reasonably should have discovered the warranty issue. The claim shall be submitted to Runergy by email or registered mail to the contact information provided in this Limited Warranty. The contact information of Runergy's customer service department is as follows:

**Address:**

58 Xiangjiang Road, Yancheng City, Jiangsu Province, 224000, China

**Email:** [service-inform@runergy.com](mailto:service-inform@runergy.com)

The Buyer shall bear the burden of proof for the warranty claim. The Buyer shall attach the following information together with the claim: the Buyer's name and address, installer, module model, serial number of the claimed module(s), installation date, installation address, precise description of the defect found (if available, any information that can be used to analyze the defect: such as defect photos, system circuit diagrams and any system data monitoring records) and relevant payment vouchers, copies of purchase contracts or other proof materials requested by Runergy.

The return of any Modules will not be accepted unless prior written authorization has been given by Runergy. In connection with both the "Limited Product Warranty" and "Limited Peak Power Warranty", Runergy shall reimburse Buyer 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 prior authorized by Runergy 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 disputes in a warranty claim, Buyer agree that Runergy will choose a first-class international test institute, at its sole discretion, such as Fraunhofer ISE in Freiburg/Germany, VDE testing and certification institute, ASU Arizona State University or other 3<sup>rd</sup> party recognized internationally shall be involved to judge the claim firstly. All fees and expenses shall be borne by the losing party, unless otherwise awarded. And the final explanation right shall be reserved by Runergy.

### **8. VARIOUS**

The repair or replacement of the Modules or the supply of additional Modules, does not result in the commencement of a new warranty period or extend the original term of this "Limited Warranty for PV Modules. Any replaced Modules shall become the property of Runergy at its disposal. Runergy has the right to deliver another type (different in size, color, shape and/ or power) in case Runergy has discontinued producing the replaced Modules at the time of warranty claim resolution.

### **9. WARRANTY TRANSFER**

This "Limited Warranty for PV Modules" is transferable upon written notice to Runergy, provided Runergy receives full payment of the Products and the Products remain installed in their original installation location.

### **10. FORCE MAJEURE**

Runergy 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 a force majeure event, including, without limitation, acts of God, war, riots, strikes, warlike conditions, perils of the seas, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of Runergy. In such cases, performance by Runergy of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

### **11. APPLICABILITY**

This Limited Warranty applies only to Runergy's Products (as specified in Table 1) marked with the "A" grade, manufactured or sold after the effective date of this Limited Warranty, ,unless otherwise agreed in writing.

This Limited Warranty is based on the contract entered into between Runergy and the Buyer, and is only applicable to products delivered to the country or region specified in the contract. If any Product is transferred to a location outside the country or region designated for delivery under the contract, this Limited Warranty will no longer apply.

