

# SUNMAN Photovoltaic Module

## Standard Warranty Terms

Sunman (Zhenjiang) Company Limited (“SUNMAN”) hereby provide the following Limited Warranty to the original end-customer installing (“Customer”) any of the specified (and no other) models listed below (the “Modules”):

SMBxxxM-6X12DW; SMBxxxM-6X10DW; SMBxxxM-4X12DW; SMBxxxM-4X09DW;  
SMBxxxM-6X12UW; SMBxxxM-6X10UW; SMBxxxM-4X12UW; SMBxxxM-4X09UW;  
SMBxxxF-6X24DW; SMBxxxF-6X20DW; SMBxxxF-4X24DW; SMBxxxF-4X18DW;  
SMBxxxF-6X24DB; SMBxxxF-6X20DB; SMBxxxF-4X24DB; SMBxxxF-4X18DB;  
SMFxxxM-6X12DW; SMFxxxM-6X10DW; SMFxxxM-4X12DW; SMFxxxM-4X09DW;  
SMFxxxM-6X12UW; SMFxxxM-6X10UW; SMFxxxM-4X12UW; SMFxxxM-4X09UW;  
SMFxxxM-5X12UW; SMFxxxM-5X12DW; SMFxxxM-6X09DW;  
SMFxxxF-6X24DW; SMFxxxF-6X20DW; SMFxxxF-4X24DW; SMFxxxF-4X18DW;  
SMFxxxF-6X24UW; SMFxxxF-6X20UW; SMFxxxF-4X24UW; SMFxxxF-4X18UW; SMFxxxF-  
12X12DW; SMFxxxF-12X08DW; SMFxxxF-12X04DW;  
SMFxxxF-12X12UW; SMFxxxF-12X08UW; SMFxxxF-12X04UW; SMFxxxF-12X09UW;  
SMFxxxF-6X24DB; SMFxxxF-6X20DB; SMFxxxF-4X24DB; SMFxxxF-4X18DB;  
SMFxxxF-6X24UB; SMFxxxF-6X20UB; SMFxxxF-4X24UB; SMFxxxF-4X18UB; SMFxxxF-  
12X12DB; SMFxxxF-12X08DB; SMFxxxF-12X04DB;  
SMFxxxF-12X12UB; SMFxxxF-12X08UB; SMFxxxF-12X04UB; SMFxxxF-12X09UB;  
SMFxxxJ-12X12UW; SMFxxxJ-12X12DW;  
SMHxxxF-12X12UW; SMHxxxJ-12X12UW;

Note: xxx is a module power rating which set out in the relevant Product Datasheet(for example “SMH520J-12X12UW”).

### 1. Product quality warranty

SUNMAN warrants that its photovoltaic modules (including the DC connector cable) are free from defects, if any, in materials and workmanship under normal application, use, installation and service conditions for a period of pending 144 months. (From the delivery (Incoterms 2010) of SUNMAN Modules to the Customer, or 12 months after the date of production of the Modules as indicated in the serial number, whichever date is earlier.)

If Modules become malfunction or inoperative due to defect in material or workmanship during such pending 144 months period set forth above, SUNMAN will, at its own option, either repair or replace the Modules in problem, or refund the residual value of the defective modules (Residual Value = market price of the product at the time of the claim determination (price-per-watt) \* Nominal Power Output \* (Left-over Limited Product Warranty Period / Limited Product Warranty Period)). The above three remedies are the only remedies and cannot be combined with other remedies and cannot exceed the 144 months warranty period specified in this warranty.

### 2. Peak Power Warranty and Limited Remedy

#### 2.1 SUNMAN warrants the percentage of nominal power output as below:

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For monocrystalline modules, the peak power of the photovoltaic module, when used under normal conditions of application, installation, usage and operation in accordance with the Company's product information, shall not be less than the label power (nominal power) of the photovoltaic module as specified in the Company's product information under **standard test conditions (STC)**: 98% in the first year, thereafter, for years two (2) through twenty-five (25), 0.55% maximum decrease from Module's nominal power output per year, ending with the 84.8% in the 25th year after the Warranty Start Date.

NOTE: "Peak Power" is the power in watt peak that a PV-module generates in its maximum power point. The **standard test conditions (STC)** are as follows (a) light spectrum of AM 1.5, (b) an irradiation of 1,000W per m<sup>2</sup> and (c) a cell temperature of 25 degree Centigrade. The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals (Valid standard at the date of manufacture of the PV-Modules)

## 2.2 Remedy for Power Loss of Modules:

If SUNMAN determines in its discretion that any Module is not providing the warranted percentage of the nominal power output due to Modules' defects in material or workmanship attributed to SUNMAN, who will, at its sole option and discretion, either [1] make up such loss in power by providing to Customer additional Modules; or [2] repair or replace the defective Modules including free shipping to the place supplied by SUNMAN. If the product supplied at the time is no longer in production, SUNMAN will compensate by supplying a standard product that is currently in production.; or [3] refund Customer such loss proportion arising from unqualified power output which less than the warranted percentage of the nominal power.

All the above three remedies are the sole and exclusive remedies, and cannot be combined with each other option.

## 3. Exclusions and exemptions

3.1 These Limited Warranties will not be applied to normal wear and tear, to the natural effects of exposure to weather conditions over time, or to the Modules which under SUNMAN's sole judgment have been subjected to:

- i. Misuse, abuse, neglect, vandalism or accident;
- ii. Alteration, improper installation or application;
- iii. Repair or modifications that do not strictly follow the SUNMAN's instructions;
- iv. Lightning, storm, hail, flood, fire, earthquake, war, turmoil and other force majeure or unexpected events outside of SUNMAN's control.

3.2 These Limited Warranties only cover the transportation costs for shipment of any repaired or replaced Modules to the place applied by SUNMAN. Any costs for returning the Modules to SUNMAN or its authorized agents and authorized distributors, or costs associated with installation, removal or reinstallation of the Modules, shall be borne by the end user Customers.

3.3 Warranty claims will not be honored if the type or serial number of SUNMAN Modules have been altered, removed or made illegible without written authorization from SUNMAN.

3.4 The purchaser must ensure proper packaging, handling, storage, system design, installation, operation, environment and maintenance of the products.

3.5 PV plant property insurance is recommended after the construction of the PV plant is completed.

#### 4. Transferability

This warranty for modules that have been installed for use is transferable from the end customer to another user at the same location, the customer must retain the original module installation information and also require that the module be installed for use at the first time.

#### 5. Obtaining Warranty Performance

5.1 In all circumstances, warranty claims must be submitted in writing to SUNMAN or an authorized SUNMAN distributor (For example, Energus) within the warranty period.

5.2 In order to obtain warranty service under the SUNMAN Warranty, the end customer shall promptly provide relevant information, including the complete serial number and the shipment date of the module, to the SUNMAN regional customer service center. If the Modules will be returned for inspection, repair or replacement by SUNMAN, SUNMAN will give a Return Merchandise Authorization (RMA). However, SUNMAN will not accept a return of any Modules without an RMA.

#### 6. limitation period for claims

Under this Warranty, any legal action or dispute that arises, in any form, must be initiated to SUNMAN within one (1) year from the date the cause of action first occurred.

#### 7. Various

The repair or replacement of the Modules or the supply of additional Modules does not lead to a new commencement of warranty terms, nor shall the original terms of this Limited Warranty be extended. Any replaced Modules shall become the property of SUNMAN.

#### 8. Disclaimer

In addition to the contents explicitly listed above, SUNMAN has not made any representations, warranties, or guarantees, whether oral or written, express or implied, regarding the product or other matters. The implied warranties excluded include but are not limited to: (1) warranty of merchantability; (2) warranty of fitness for a particular purpose; and (3) warranty of non-infringement.

#### 9. Validity

**THIS “LIMITED WARRANTY FOR PV MODULES” WILL BECOME NULL AND VOID IF THE MODULE IS TRANSFERRED FROM CHINA OR THE ORIGINAL CONTINENT OF DESTINATION (E.G. EUROPE, ASIA, AUSTRALIA, NORTH AMERICA, AFRICA OR SOUTH AMERICA), WITHOUT WRITTEN PERMISSION FROM SUNMAN. ALL CUSTOMERS, DIRECT AND INDIRECT, ARE HEREBY NOTIFIED OF SUCH POTENTIAL NULLIFICATION.**

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

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