



# Suzhou Empire New Energy Co.,Ltd.

Add:Room201, Building1, 3E industrial park, NO. 18 Chunyao Road, Suzhou City, Jiangsu province, China

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## Limited Warranty

Empire New Energy hereby grants the following limited warranty to the original end users purchaser who is the first customer installing and/or owning for its own use(the “Buyer “) any of the specified (and no other ) brand models of solar photovoltaic modules including factory assembled junction box and cables ,if any, listed below(the “products”):

### 1) Warranted products

This Limited Warranty shall only apply to the following Products:

#### a) Polycrystalline products

EMP-xxxP60A, EMP-xxxP72A, EMP-xxxP60AH, EMP-xxxP72AH

#### b) Dual Glass Polycrystalline products

EMP-xxxP60D, EMP-xxxP72D, EMP-xxxP60DH, EMP-xxxP72DH

#### c) Monocrystalline Products

EMP-xxxS60A, EMP-xxxS72A, EMP-xxxS60AH, EMP-xxxS72AH

#### d) Dual Glass Monocrystalline products

EMP-xxxS60D, EMP-xxxS72D, EMP-xxxS60DH, EMP-xxxS72DH

Note: The “\*\*\*”placeholder stands in each case for the power indication set out in the relevant product Data Sheet (for example “EMP-335P72A”)

### 2) Warranty

#### a) 10 year Limited Product Warranty

Empire New Energy warrants that for a period of ten years commencing on the Warranty Start Date (as defined below) the Product(s)

- will be free from defects in design, material, workmanship or manufacture that materially impede their functioning, and
- will conform to the specifications and the drawings applicable thereto.

Any deterioration in appearance of the product, including any scratches, stains, mechanical wear, rust, mold, optical deterioration-but excluding any deterioration color-, and other changes, which occur after delivery to Buyer shall not qualify as a defect hereunder, if and to the extent such deterioration does not result in a material impairment of the functioning of the product. A claim in the event of glass breakage



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arises only to the extent that there was no external cause of the breakage.

## **b) 25 Years Limited Power Output Warranty of Polycrystalline Products and Monocrystalline Products**

Empire New Energy warrants that for a period of 25 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 (as defined in Sec. 1 a): 2.5 % in the first year, thereafter 0.7% per year, ending with 80.7% in the 25th year after the Warranty Start Date,
- For Monocrystalline Products (as defined in Sec. 1 a): 3.5 % in the first year, thereafter 0.68% per year, ending with 80.18% in the 25th year after the Warranty Start Date,

## **c) 30 Years Limited Power Output Warranty of Dual Glass Polycrystalline Products and Dual Glass Monocrystalline Products**

Empire New Energy warrants that for a period of 30 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 Dual Glass Polycrystalline Products (as defined in Sec. 1 b): 2.5 % in the first year, thereafter 0.5% per year, ending with 83% in the 30th year after the Warranty Start Date,
- For Dual Glass Monocrystalline Products (as defined in Sec. 1 b): 3.5 % in the first year, thereafter 0.5% per year, ending with 82% in the 30th year after the Warranty Start Date.

## **3) Warranty Start Date**

The Warranty Start Date shall be defined as the date of delivery of the Product (s) to the Buyer or 12 months after the date of Product (s) dispatch from Empire New Energy sites, whichever date is earlier.

## **4) Exclusions and Limitations**

The aforementioned "Limited Warranty" does not apply to any Products which have been subjected to

- a) Modification, improper installation, misuse, abuse, neglect or accident;
- b) Non-Observance of Empire New Energy's installation manual;
- c) Service or repair by unqualified service technicians or service technicians not approved by Empire New Energy;
- d) the Product's type, nameplate or module serial number is changed, erased or made illegible (other than by any act or omission of Empire New Energy);
- e) the Product's installation in a mobile device(except photovoltaic tracking system)or marine environment;
- f) exposure to improper voltage or power surges or abnormal environmental conditions(such as acid rain or other pollution);
- g) defective components in the construction on which the module is mounted;
- h) exposure to mold discoloration or similar external effects;
- i) exposure to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions,corrosion, oxidation, unauthorized modifications or connections, unauthorized opening,



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servicing by use of unauthorized spare parts, accident, force of nature (such as lightning strike, earthquake), influence from chemical products or other acts beyond Empire New Energy's reasonable control (including damage by fire, flood, etc.)

- j) use of the Products in such a manner as to infringe Empire New Energy's or any third party's intellectual property rights (e.g. patents, trademarks).

## 5) Repair, Replacement or Refund Remedy

- a) As Buyer's sole and exclusive remedy under this Limited Warranty, Empire New Energy will, in its sole discretion, either:

- i) refund the then current market price of the relevant new Product(s) ;
- ii) repair the defective Product(s) at no charge (subject to the following paragraph);or
- iii) replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge (subject of the following paragraph)

In the event that Empire New Energy opts for options (ii) or (iii), Empire New Energy shall bear all insurance. And transportation charges (except air freight), customs clearance and any other costs for returning the defective Product(s) to Empire New Energy and shipping the repaired or replaced Product(s) to Buyer. The customs clearance and any other costs for returning the defective Product(s) to Empire New Energy and shipping the repaired or replaced Product(s) to Buyer. The costs and expenses for their removal, installation or reinstallation shall remain with Buyer.

- b) The warranty period(s) as defined in Sec. 2 a) and b) shall not extend or renew upon the repair or replacement of a defective Product by Empire New Energy. The warranty period for replaced or repaired Product(s) is the remainder of the warranty on the original new Product(s).
- c) All other claims under this Limited Warranty against Empire New Energy shall be excluded. Under no circumstances will Empire New Energy be responsible for any special, incidental or consequential damages (including loss of profits, harm to goodwill or business reputation, or delay damages) whether such claims are based in contract, warranty, negligence or strict tort. This exclusion applies even if the remedies set forth below herein are deemed to have failed of their essential purpose, to the extent permissible by law.
- d) You may have specific legal rights outside this warranty, and you may also have other rights that vary from state to state. This limited warranty does not affect and additional rights you have under laws in your jurisdiction governing the sale of consumer goods, including without limitation, national laws implementing ec directive 99/44 or pursuant to the Magnuson Moss Warranty Act. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in this limited warranty statement may not apply.

## 6) Rights and Remedies against Third Parties

This limited warranty shall be construed as a separate warranty and independent from any other contractual arrangement with third parties relating to the product(s). It shall not affect any rights, obligations and remedies of the Buyer, if any, with regard to third parties for defects or non-conformity or non-compliance of the Products, notwithstanding its legal basis. The rights and remedies provided hereunder are in addition to any other rights and remedies against third parties to which Buyer may be entitled by agreements with such third parties or by law.



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## 7) Term

This Limited Warranty shall have a fixed term of 25 years, commencing upon the warranty start Data.

## 8) Claims Procedure, Notice Periods, Expiration of Warranty Claims and Limitations.

- a) Buyer shall notify Empire New Energy immediately after discovery of any claim under this Limited Warranty by letter, facsimile or e-mail to Customer Support

CHINA

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AUSTRALIA

Sunova Group PTY LTD

Web: [www.sunovagroup.com.au](http://www.sunovagroup.com.au)

ABN: 73 634 791 003

Contact: Victor Zhou

Tel: 03 9981 6666

E-mail: [info@sunovagroup.com.au](mailto:info@sunovagroup.com.au)

specifying each alleged claim including evidence of the claims and the serial numbers of the Product (s) at issue.

## SUPPLEMENTARY INSTRUCTIONS

If you have purchased this product in Australia, you should be aware that this warranty is provided in addition to other rights and remedies held by a consumer at law. Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for 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.

- b) Any dispute on technical facts relating to claims brought under this Limited Warranty for defects of Products shall be determined by expert determination. solar power and the Buyer will, at Empire New Energy's request, appoint as independent expert and appraiser a reputable researcher from a first class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or ASU Arizona State University ("Technical Expert"). The determination by such Technical

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Expert shall be final, conclusive, binding and enforceable in any proceeding brought hereunder. The Technical Expert shall (i) act as expert; (ii) allow the parties a reasonable opportunity to make representations and counter representations; (iii) take those representations and counter representations into account; and (iv) if required by either party give written reasons for his or her determination. The award of the expert shall be final, conclusive and binding on the parties, and the expert will be entitled to include in the award the costs of the reference to the expert and of the expert's determination (including the expert's own fees and expenses and the legal and other costs of the parties).

- c) Any claim for breach of this Limited Warranty must be brought within three(3) months after discovery of the breach.
- d) The return of any defective Product(s) will not be accepted unless prior written authorization has been given by Empire New Energy.

## 9) Force Majeure

Solar Power shall not be responsible or liable in any way to the Buyer for any non-performance or delay in performance under this Limited Warranty due to occurrences of force majeure such as, war, riots, strikes, unavailability of suitable and sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitation, any technological or physical event or physical event or condition which is not reasonably known or understood at the time of the sale of the defective Product(s) or the notification of the relevant warranty claim under this Limited Warranty.

## 10) Warranty Assignment

This Limited Warranty is transferrable when the Products remain installed in their original installation location.

## 11) Validity

This Limited Warranty shall apply to Product(s)

- a) manufactured after 1<sup>st</sup> of January 2015 and
- b) delivered to Buyer from 1<sup>st</sup> of April 2016 (Incoterms 2010).

This Limited Warranty shall be valid until a new revision is issued by Empire New Energy.

## 12) No other Warranty

Unless modified in a writing signed by an officer of Solar Power, the Limited Warranty set forth herein is the only express warranty (whether written or oral) by Solar Power applicable to the Products and no one is authorized to restrict, expand or otherwise modify this Limited Warranty.

## 13) Miscellaneous

If any provision of this Limited Warranty is held invalid, unenforceable or contrary to law then the validity of the remaining provisions of this Limited Warranty shall remain in full force and effect.