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## Documents:

# リープтонエネルギー株式会社

## Leapton Solar (Changshu) Co., Ltd.

### Limited warranty of leapton Solar (Changshu) PV Modules

Leapton Solar (Changshu) Co., Ltd. ("Leapton") warrants its Modules' performance according to this warranty. The following family products apply to this Warranty:

#### **PV Modules with 6" Half Cut Mono Crystalline Silicon Solar Cells:**

- 132 cells: LP 158\*158-M-66-H-\*\*\*W(\*\*\*=335-365, in increment of 5)
- 144 cells: LP 158\*158-M-72-MH-\*\*\*W(\*\*\*=390-410, in increment of 5)
- 132 cells: LP 158\*158-M-66-MH-\*\*\*W(\*\*\*=360-375, in increment of 5)
- 120 cells: LP 158\*158-M-60-MH-\*\*\*W(\*\*\*=325-340, in increment of 5)
- 144 cells: LP166\*166-M-72-MH-\*\*\*W (\*\*= 420-455, in increment of 5)
- 132 cells: LP166\*166-M-66-MH-\*\*\*W (\*\*= 385-415, in increment of 5)
- 120 cells: LP166\*166-M-60-MH-\*\*\*W (\*\*= 350-380, in increment of 5)
- 108 cells: LP182\*182-M-54-MH-\*\*\*W (\*\*= 410-415, in increment of 5)
- 120 cells: LP182\*182-M-60-MH-\*\*\*W (\*\*= 440-465, in increment of 5)
- 132 cells: LP182\*182-M-66-MH-\*\*\*W (\*\*= 490-510, in increment of 5)
- 144 cells: LP182\*182-M-72-MH-\*\*\*W (\*\*= 540-555, in increment of 5)
- 156 cells: LP182\*182-M-78-MH-\*\*\*W (\*\*= 590-605, in increment of 5)

#### **PV Modules with 6" Mono Crystalline Silicon Solar Cells:**

- 72 cells: LP158\*158-M-72-\*\*\*W(\*\*\*=380-395, in increment of 5)
- 60 cells: LP158\*158-M-60-\*\*\*W(\*\*\*=320-330, in increment of 5)

### **1. Limited product warranty - Twenty - Five years repair, replacement**

Leapton warrants its PV modules to be free from defects in materials and workmanship under normal application, installation, use and service conditions. If modules fail to conform to this warranty, then for a period ending 300 months from the date of sales to the original terminal customer (hereinafter referred to as "customer"), Leapton will repair or replace the modules for the customers. The repair or the replacement shall be the sole and exclusive remedy provided under the "Limited product warranty" and shall not extend beyond the 300 months period set forth herein. The "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**

1) Power test conditions: The test of the peak power of the delivered modules should be made under standard test conditions - an irradiation of  $1000\text{W}/\text{m}^2$ , temperature  $25^\circ\text{C}$ , AM1.5.  $1000\text{W}/\text{m}^2$  is the standard light intensity when we test the solar cells. AM1.5 refers to the actual distance of light pass through the atmosphere is 1.5 times of the vertical thickness of the atmosphere.  $25^\circ\text{C}$  means the modules should work in the temperature of  $25^\circ\text{C}$ .

2) Warranty conditions: The customer must handle the product properly. The design, installation, operation environment and maintenance of the solar system should follow the installation guide and relevant regulations.

### 3) Power Attenuation

The Warranty Start Date is the date of installation of the Product(s) or three months after delivery (Incoterms 2010) of the Products(s) to the Buyer, whichever date is earlier. In addition, Leapton warrants that for a period of twenty-five years commencing on the Warranty Start Date, the loss of power output relating to the initial guaranteed power which is defined as Peak Power Watts  $P_{\text{max}}$  (Wp) plus Peak Power Watts  $P_{\text{max}}$  (Wp) multiplied by the lower limit of the Power Output Tolerance  $P_{\text{max}}(\%)$  – as specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC) for the Product(s) shall not exceed

- For Polycrystalline Products (The type as IEC certificate reference) : 2.5% in the first year, thereafter 0.7% per year, ending with 80.7% in the 25<sup>th</sup> year after the Warranty Start Date,
- For Monocrystalline Products (The type as IEC certificate reference) : 3.0% in the first year, thereafter 0.68% per year, ending with 80.68% in the 25<sup>th</sup> year after the Warranty Start date.
- The actual power output shall be determined for verification using STC only and measurement shall either be carried out by Leapton or by a Leapton recognized third-party testing institute. (Remark: According to STC, Measurement system uncertainty will be applied to all actual power output measurements.)

## 3.Exclusions and Limitations

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

B. The “Limited Product Warranty” and the “Limited Peak Power Warranty” do not apply to

any MODULES which have been subjected to:

- Misuse, abuse, vandalism, neglect or accident;
- Alteration, improper installation or application;
- Non-observance of Lepton 's installation manual or maintenance instructions;
- Repair or modifications by someone other than an approved service technician of Lepton ;
- Power failure surges, lightning, flood, fire, accidental breakage, improper connections resulting in hazardous reverse current or other events outside Lepton's control.

C. Both "Limited Product Warranty" and "Limited Peak Power Warranty" do not cover any costs associated with transportation, installation, removal or re-installation for return of the modules.

D. When the module is used in a non-grounded foundation environment, the Limited Peak Power Warranty for the PV module shall be within 15 years as specified in Article 2.

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

#### **4.Limitation of Warranty Scope**

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 Lepton, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Lepton. Lepton 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 Lepton 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. Lepton '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 module.

#### **5.Obtaining Warranty Performance**

If the customer has a justified claim covered by this "Limited Warranty of PV Modules", an immediate notification shall be filed in writing to (a) the vendor or (b) Lepton 's authorized distribution partner, who supplied affected modules, or (c) Lepton office. Together with the notification, the customer should enclose the evidence of the date on which the modules have been purchased. If applicable, the vendor or distributor will give advice on the processing of the claim. If more assistance is required, the customer may request guidance from Lepton in writing. The return of any modules will not be accepted unless prior written

authorization has been given by Leapton.

## 6. Disputes

In any form, in the event of a dispute that has occurred for more than one year, the customer shall not make any dispute regarding this limited warranty.

## 7. Various

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

If the customer purchased module is not listed in “Limited Warranty of PV Modules”, customer may contact Leapton for more information on the applicable warranty.

## 8. Force Majeure

Leapton 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 but not limited to any technical and substantive events or environmental conditions that can not be reasonably foreseen and understood in the event of the sale of PV modules or claims, due to natural disasters, war, riots, strikes, etc. can not get appropriate and adequate labor, materials, mold, production capacity, technology; or any other similar cause or circumstance beyond the reasonable control of Leapton. In such cases, performance by Leapton of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

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Nominal 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:

- (1) light spectrum of AM 1.5,
- (2) an irradiation of 1000 W per m<sup>2</sup>
- (3) a cell temperature of 25 degrees centigrade at right angle irradiation.

The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of Leapton valid at the date of manufacture of the PV-modules.

If you have purchased this products 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.

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## **LEAPTON SOLAR FAULTY PANEL PROCEDURE**

**Customer queries the output from a recently installed system or Leapton initiates, thus this triggers the following procedure:**

Important Note: Australian Consumer Law: The Leapton Energy supplementary guarantee conditions are set out below. 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.

1. The claims can be effective only within the Limited Warranty Period; If any customer proposes legitimate quality warranty requirements in accordance with the “Limited Product Warranty”, they shall send a written notice by registered letter to Supplier at the address or send email to Supplier email address. The customer shall attach proof of quality warranty herewith, corresponding module serial number and purchasing date and

purchasing invoice and the addition necessary information required by supplier.

2. If modules need to be testing, the claim modules should be required to ship back to a publicly recognized international test-institution approved by Supplier. Supplier shall provide the return merchandise authorization (RMA) to the customer. Supplier will not accept returned modules without RMA. Customer must arrange secure package that is sufficient to ensure that there is no change in the state of modules when the agreed test institution received the modules.If the third party testing institution confirms that it is the responsibility within the scope of Supplier quality warranty, the reasonable, normal and proved shipping cost (including return cost and re-shipping cost of repaired and replaced modules) of modules related to “Limited Product Warranty” and “Limited Warranty for Peak Power” will be compensated by Supplier or customers.
  
3. If any power loss exceeds the guaranteed value verified by Supplier, and Supplier attributes such power loss to its material or process defects, or such power loss is further (required by customers) verified by the third party testing institution (agreed by both the customer and Supplier), Supplier will make judgment at its discretion and take either remedial measures as : provide extra modules to make up the power loss ,excluded the normal power loss in limited warranty; The above-mentioned compensation in limited warranty for peak power are the sole and exclusive remedy measures.

**Installer/Distributor**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Leapton**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_