

## 山东力诺光伏高科技有限公司 太阳能电池组件有限担保书

**SHANDONG LINUO PHOTOVOLTAIC HI-TECH CO.,LTD.**

**SOLAR MODULES LIMITED WARRANTY**

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### 序言

山东力诺光伏高科技有限公司(以下简称“力诺光伏”)保证其设计和生产的大型太阳能电池组件符合长期使用要求,特提供如下有限担保:

### Preface

Shandong Linuo Photovoltaic Hi-tech Co.,Ltd. (hereafter "Linuo Power")guarantees that its large solar modules are designed and manufactured for a long life span and provides the following limited warranty:

### 1. 有限产品担保

力诺光伏保证其生产的组件在正常安装、使用和维护的状态下不会出现因设计、材料和生产工艺引起的质量缺陷。如果,从担保起始日起十二年内,组件在正常使用、安装及维护过程中出现经力诺光伏确认为由材料或生产工艺导致的质量问题,力诺光伏将对这些组件进行修理、更换或按照市场适时价格退款,具体方式由力诺光伏予以决定。

对于存在缺陷的组件的修理、更换,或者按照市场适时价格退款系在本项有限产品担保下所提供的全部且唯一的保证措施,且该保证措施仅适用于前述期限内。

在本项有限产品担保下,组件交付给买方后在外观上发生的颜色变化、劣化(包括划痕、污渍、机械磨损、生锈或霉变)或者其它变化,均不构成质量缺陷,此变化严重损害组件功能的情况除外。

力诺光伏保证其生产的组件在没有受到局部撞击或外力的情况下,将保持其完整性。只有组件未受到外因而破碎的情况下,质量索赔方可成立。

### 1. Limited Product Warranty

Linuo Power warrants that its modules will be free from defects in design, materials, workmanship and manufacture under normal conditions of use, installation and maintenance. If, within the first twelve years commencing on the Warranty Start Date, damages or defects occur in the course of

normal application, installation and use which can be traced back to faults of materials and/or workmanship, confirmed by Linuo Power, Linuo Power will, at its sole discretion, repair or replace the module(s), or refund the purchase cost according to the current list price of Linuo Power Modules.

The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the period set forth herein.

Any color change on module, any deterioration in appearance of the module (including any scratches, stains, mechanical wear, rust, or mold), or any other changes to the module which occur after delivery to the Buyer, do not constitute a defect under this warranty unless it materially impairs the module’s functioning.

Linuo Power guarantees that the glass of a module will maintain its integrity provided there are no indications of localized impacts or external forces. A claim in the event of glass breakage arises only to the extent that there was no external cause of the breakage.

## 2. 有限功率担保

力诺光伏保证：自担保起始日起，在标准测试条件下（光谱 AM1.5，辐照度 1000W/m<sup>2</sup>，温度 25°C）对组件进行测试，其在相关产品数据表中指明的标称功率的损失将不超过：

156、158 电池片单晶组件：第一年不超过 2.5%，以后每年不超过 0.6%，25 年担保期结束时组件输出功率不低于标称功率的 83.1%；

166、182 电池片单晶单玻组件：第一年不超过 2.0%，以后每年不超过 0.55%，25 年担保期结束时组件输出功率不低于标称功率的 84.8%；

166、182 电池片单晶双玻组件：第一年不超过 2.0%，以后每年不超过 0.45%，30 年担保期结束时组件输出功率不低于标称功率的 84.95%；

多晶组件：第一年不超过 2.5%，以后每年不超过 0.70%，25 年担保期结束时组件输出功率不低于标称功率的 80.7%。

对组件实际输出功率的确认必须遵循 IEC60904 中的标准测试条件（STC），由力诺光伏使用经 TUV 标准板进行校准的自有测试仪进行测试，或者由力诺光伏认可的第三方检测机构进行测试。测试仪的误差将适用于所有的实际输出功率的测量过程。

经确定，若组件的实际输出功率低于本项有限功率担保中的保证值，且经力诺光伏确认为由组件材料或生产工艺导致，力诺光伏将通过提供给买方额外的组件以补足总输出功率的损失，或者对这些组件进行修理、更换或经济补偿的方式对所造成的损失进行补偿，具体方式由力诺光伏予以决定。

## 2. Limited Power Warranty

Linuo Power warrants that 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) (i.e., light spectrum of AM 1.5, irradiance of 1000 W/m<sup>2</sup> and cell temperature of 25°C) for the module(s) shall not exceed

For 156、158 Mono-crystalline Modules: 2.5 % in the first year, thereafter 0.6% per year, ending with 83.1% in the 25th year after the Warranty Start Date;

For 166、182 Mono-crystalline single glass modules : 2.0 % in the first year, thereafter 0.55% per year, ending with 84.8% in the 25th year after the Warranty Start Date;

For 166、182 Mono- crystalline double glasses modules : 2.0 % in the first year, thereafter 0.45% per year, ending with 84.95% in the 30th year after the Warranty Start Date;

For Poly-crystalline Modules: 2.5 % in the first year, thereafter 0.70% per year, ending with 80.7% in the 25th year after the Warranty Start Date.

The actual power output of the module shall only be determined for verification using Standard Testing Conditions(STC) in accordance with IEC 60904. The actual power output measurement is either carried out by a Linuo Power facility calibrated with standard module from TUV or by a Linuo Power recognized 3rd party testing institute. Testing equipment tolerances will be applied to all actual power output measurements.

In the event it is determined that there is a negative deviation of actual performance from the warranted values, which is attributable to defects in material and /or workmanship confirmed by Linuo Power, and then Linuo Power, at its sole discretion, will compensate for such loss in power by either providing to the Buyer additional modules to make up the total wattage loss, or by repairing or replacing the modules or providing to the Buyer financial compensation for the reduced performance of the modules.

### 3. 担保的起始日期

组件交付予买方之日与组件从力诺光伏工厂发货后的九十天,二者中较早的一个日期为本有限担保的起始日期。

### 3. Warranty Start Date

The Warranty Start Date is the date of delivery of the module(s) to the Buyer or ninety days after the date of module(s) dispatch from Linuo Power factories, whichever date is earlier.

### 4. 免责条款及限制

- 4.1 在任何情况下,一切质量缺陷索赔必须在担保期内。
- 4.2 当组件发生以下情况时,本“有限产品担保”及“有限功率担保”不再适用:
  - (1)未依照力诺光伏的建议或指示进行存储及运输,私自改变包装方式,运输工具使用不当;
  - (2)未遵循力诺光伏的安装手册进行安装;
  - (3)滥用、误用,操作使用不当;
  - (4)存在由买方或第三方,尤其是由终端客户或系统安装商因安装或调试不当、外力过大、操作使用不当等原因而造成的缺陷或损坏;
  - (5)由非力诺光伏或力诺光伏授权和批准的任何人员进行的维修、修改或服务;
  - (6)存在由组件以外的光伏系统造成的缺陷或损坏,如系统设计、结构存在缺陷,连接组件的零

件存在质量问题（如接线，逆变器等）等；

(7)因污染或因沙、泥土、苔藓或生锈，以及其他因化学反应等导致的缺陷或者功率损失；

(8)由于在移动物体（如汽车、轮船等，光伏跟踪系统除外）上使用而造成的缺陷或损坏；

(9)组件的自然消耗或磨损；

(10)存在因自然力量、不可抗力或力诺光伏可控制范围外的因素造成的缺陷或损害，如：地震、电压冲击、洪水、虫害、龙卷风、闪电、战争、火灾等；

(11)安装组件的建筑物存在缺陷；

(12)组件的序列号已被改动、删除、擦拭或难以辨认；

(13)组件的使用方式侵犯了力诺光伏或者第三方的知识产权（如专利、商标）。

4.3 该有限产品担保及有限功率担保并不承担因修理或更换组件而带来的返还组件的运输费用、清关费用，同时也不包括这些组件的安装、拆卸或再安装的费用。

4.4 力诺光伏仅对组件的直接损失负责，而对于任何偶发性的、附随性的、结果性的、间接性的及惩罚性的损失和/或损害（包括利益损失、商誉或名誉损害、延迟损失）均不负任何责任。

4.5 该有限产品担保及有限功率担保均不适用于 A-1 级及 B 级组件。

#### 4. Exceptions and Limitations

4.1 In any event, all warranty claims must be received within the applicable warranty period.

4.2 The aforementioned "Limited Product Warranty" and "Limited Power Warranty" do not apply to any module(s) which have been subjected to:

(1) Storage, transportation violating the suggestion and instructions of Linuo Power, change the packing manner without permission, use improper transport tools;

(2) Failure to comply with Linuo Power's installation manual;

(3) Misuse, abuse, neglect or accident in handling or application;

(4) Defects or damages exist that have been caused by the Buyer or the third parties, especially by end customers or installation engineers, especially through improper installation or commissioning, incorrect or negligent treatment, excessive stresses, combinations with unsuitable components, or improper handling or use;

(5) Repairs or modifications or services have been made which have not been performed or authorized by Linuo Power;

(6) Defects or damages exist that have been caused by PV systems instead of modules, such as defective system design and configuration, or defective system parts (such as connecting cables, invertors) which are used to connect modules;

(7) Defects or power loss caused by pollution, sand, mud, mold discoloration, moss or rust, as well as other chemical actions;

(8) Defects or damages caused when using in the moving objects (such as automobile, ship except photovoltaic tracking system);

(9) Natural wear and tear;

(10) Defects or damages exist that have been caused by force of nature, force majeure, or other unforeseeable circumstances outside of the range of the influence of Linuo Power, such as earthquake, voltage surges, floods, vermin, breakage, whirl wind, lightning, war, fire, etc;

(11) Defective components in the construction on which the module is mounted;

(12) The serial number of the module(s) has been altered, removed, erased or made illegible;

(13) Use of the Modules in such a manner as to infringe Linuo Power's or any third party's intellectual property rights (e.g. patents, trademarks).

4.3 Both "Limited Product Warranty" and "Limited Power Warranty" do not cover any costs associated with transportation and customs clearance which are caused by repairing or replacing the modules, and do not cover the costs of installation, removal or reinstallation of the module(s).

4.4 Linuo Power is only liable for the direct loss of modules, and not liable for any incidental, consequential, or punitive losses and /or damages (including loss of profits, harm to goodwill or business reputation, or delay damages).

4.5 Both "Limited Product Warranty" and "Limited Power Warranty" do not apply to the modules marked as "Grade A-1" or "Grade B".

## 5. 特约条款

如果在投诉期间，所投诉的组件型号不再生产，力诺光伏有权利提供其它尺寸、类型、颜色和/或不同功率的组件。

修理、更换或提供额外组件不续展或延长担保期限。

被更换组件的所有权为力诺光伏所有。

## 5. Warranties

Linuo Power reserves the right to deliver another type (different in size, form, color, shape, and/or power output) in case Linuo Power has discontinued producing the replaced modules at the time of the claim.

Any repair or replacement or the supply of additional modules shall not increase the applicable warranty period.

Ownership of all modules which have been replaced is passed to Linuo Power.

## 6. 担保的范围

上述担保取代并排除任何其他明示或默示的担保，包括但不限于：相应商业法律所规定的担保以及产品对某一特定用途的适用性的担保，以及力诺光伏的任何其它义务与责任，但如力诺光伏就其在本担保书下未予承担的相应保证、义务以及责任以书面形式另行明确予以保证的除外。某些司法管辖区限制或不允许担保的免责声明，因此，这项规定可能并不适用于买方。

本有限担保不影响您拥有的任何根据法律规定规管消费品销售的权利。某些州或国家不允许排除或限制偶然的或间接性的损害，所以此有限担保在这些地方不适用。

## 6. Limitation of Warranty Scope

THE LIMITED WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, AND ALL OTHER OBLIGATIONS ON THE PART OF LINUO POWER UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING SIGNED AND APPROVED BY LINUO POWER. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER.

THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS. SOME STATES OR COUNTRIES 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.

## 7. 条款效力独立

如果本有限担保书的任何部分或任何条款被认定为无效、失效或无法实施，或者该等部分或条款对某些人或某些情况的适用性被认定为无效、失效或无法实施，则此种认定不应影响本担保书任何其他部分或条款或本担保书适用性的效力。本担保书的其他部分或条款或本担保书的适用性仍独立有效。

## 7. Severability

IF A PART, PROVISION OR CLAUSE OF THIS "SOLAR MODULES LIMITED WARRANTY", 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 "SOLAR MODULES LIMITED WARRANTY", AND TO THIS END SUCH OTHER PARTS, PROVISIONS, CLAUSES OR APPLICATIONS OF THIS "SOLAR MODULES LIMITED WARRANTY" SHALL BE TREATED AS SEVERALLY EFFECTIVE.

## 8. 索赔

如果客户认为其投诉完全合理且属于本有限担保的范围内，其应立刻以书面形式邮寄挂号信、传真或发送电子邮件的方式直接通知力诺光伏，并随附相关索赔证据，包括客户的名称及地址、受影响组件的型号、受影响组件的数量和相应序列号、客户购买组件的日期，以及力诺光伏或其授权的经销商盖章或签名的相关发票文件。

力诺光伏将不接受未获书面通知擅自退回的组件。

买方需在得知情况后的三个月内提出索赔。

## 8. Assertion of warranty claims

If the customer has a justified claim covered by this "Solar Modules Limited Warranty", an immediate notification shall be filed directly to Linuo Power directly by mailing a registered letter in writing, facsimileing or sending an email letter to the email account of Linuo Power listed hereunder. Together with the notification, the customer should enclose name and address of customer, the evidence of the claim with the affected Module type, affected quantity and corresponding serial numbers together with the date on which the modules have been purchased. A related invoice document with stamp or signature of Linuo Power or its authorized distributor should cover those requirements and should be part of the evidence.

The return of any module(s) will not be accepted unless prior written authorization has been given by Linuo Power.

The claim should be filed no later than three months after the Buyer knew the facts causing the claim.

## 9. 争议

若对任何工艺技术方面的担保索赔存有争议, 则应通过 TUV(莱茵)检验机构就此项争议予以最终判定。由此产生的费用由败诉方承担。

对于因本有限担保书所引起的或与本有限担保书相关的任何形式的争议, 客户均须在该等争议缘由出现后的三个月内向力诺光伏提出, 超过三个月力诺光伏将不予接受。

## 9. Disputes

In case of discrepancy in a warranty-claim on technical facts, TÜV Rheinland shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

As for the any disputes arising out of the "Solar modules Limited Warranty" or related to the limited warranty, the customer should make the claim to Linuo Power within three months after the cause of the disputes appeared, Otherwise, the claim will not be accepted if it is made more than three months.

## 10. 有效期

本有限担保书适用于自 2021 年 8 月 1 日起从力诺光伏工厂发货的所有组件。

本有限担保书在力诺光伏发布任何更新版之前保持有效。

若组件未经力诺光伏书面许可被从原目的地(如美洲、欧洲、澳洲、非洲等)转移, 此有限担保将无效, 特此通知所有的直接和间接客户。

## 10. Validity

This "Solar Modules Limited Warranty" is valid for all modules dispatched from Linuo Power's factories since 30<sup>st</sup> December 2020.

This "Solar Modules Limited Warranty" remain valid Before the release of any updates in Linuo.

THIS "SOLAR MODULES LIMITED WARRANTY" WILL BECOME NULL AND VOID IF THE MODULE IS TRANSFERRED FROM THE ORIGINAL CONTINENT OF

DESTINATION(E.G. AMERICA, EUROPE,AUSTRALIAOR AFRICA) WITHOUT WRITTEN PERMISSION FROM LINUO POWER. ALL CUSTOMERS, DIRECT AND INDIRECT, ARE HEREBY NOTIFIED OF SUCH POTENTIAL NULLIFICATION.

**注明:**

以上条款为中文与英文版本，如两个版本出现争议，以中文版本为准。

该有限担保适用于中国法律。

**Note:**

The clauses are in Chinese and English version. If there is any discrepancy between the Chinese and English version, the Chinese version shall prevail.

This limited warranty is according to the law of P.R.C.

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