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互能有限公司

Inter Energy Co., Ltd.

Limited warranty of Inter Energy PV Modules

Inter Energy Co., Ltd. (“Inter Energy”) warrants its Modules’ performance according to this warranty.

1. Limited product warranty - Fifteen years repair, replacement

Inter Energy 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 180 months from the date of sales to the original terminal customer (hereinafter referred to as “customer”), Inter Energy 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 180 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°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°C means the modules should work in the temperature of 25°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, Inter Energy 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_{max} (Wp) plus Peak Power Watts P_{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 25th 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 25th 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 Inter Energy or by a Inter Energy 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 Inter Energy’s installation manual or maintenance instructions;
- Repair or modifications by someone other than an approved service technician of Inter Energy;
- Power failure surges, lightning, flood, fire, accidental breakage, improper connections resulting in hazardous reverse current or other events outside Inter Energy’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 Inter Energy, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Inter Energy. Inter Energy 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 Inter Energy 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. Inter Energy’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) Inter Energy’s authorized distribution partner, who supplied affected modules, or (c) Inter Energy 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 Inter Energy in writing. The return of any modules will not be accepted unless prior written authorization has been given by Inter Energy.

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 Inter Energy for their disposal. Inter Energy has the right to deliver another type (different in size, color,

shape and/or power) in case Inter Energy 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 Inter Energy for more information on the applicable warranty.

8. Force Majeure

Inter Energy 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 Inter Energy. In such cases, performance by Inter Energy of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

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 m²
- (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 Inter Energy 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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