Limited Product Warranty

Photovoltaic Bifacial Module

REV.EN 202510

Limited Product Warranty - 25 Years Repair, Replacement or Refund Remedy

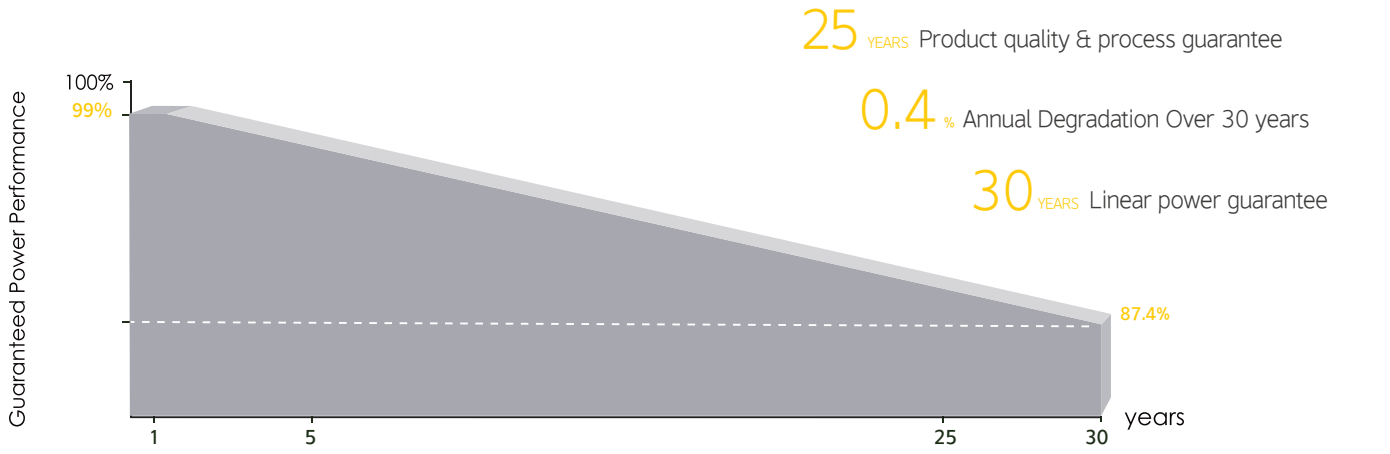
NINGBO OSDA SOLAR CO.,LTD (OSDA) warrants its Photovoltaic Solar Modules (MODULES), including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application, installation, usage and service conditions. If MODULES fail to conform to this warranty, during the period ending three hundred (300) months from the date of sale to the customer of the OSDA product (CUSTOMER), OSDA will, at its option, either repair or replace the product, or refund the purchase price as paid by the CUSTOMER (SALES DATE). 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 three hundred (300) months period set forth herein. This "Limited Product Warranty" does not war rant a specific power output, which shall be exclusively covered under clause 2 hereinafter ("Limited Peak Power Warranty")

Limited Peak Power Warranty - Limited Remedy

OSDA 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 Pmax (Wp) plus Peak Power Watts Pmax (Wp) multiplied by the lower limit of the Power Output Tolerance Pmax (%)- as specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC[1]) for the Product(s) shall not exceed.

LINEAR PERFORMANCE WARRANTY for N-TYPE BIFACIAL MODULE

1% in the first year; 0.4% each year thereafter until that date which is thirty (30) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 87.4% of the Nominal Power Output.



If MODULES fail to conform to this warranty during the period ending 30 years from the date of sale to the customer of the OSDA product, OSDA will, at its option, either repair or replace the product.

Exclusions and Limitations

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

(2)The "Limited Product Warranties" and the "Limited Peak Power Warranties" do not apply to any MODULES which have been subjected to:

Misuse, abuse, neglect or accident;

Alteration, improper installation or application;

Non-observance of OSDA's installation and maintenance instructions;

Repair or modifications by someone other than an approved service technician of OSDA; Power failure surges, lighting, flood, fire, accidental breakage or any other Force Majeure incidents.

(3)Both the "Limited Product Warranties" and "Limited Peak Power Warranties" do not cover any costs associated with installation, removal or re-installation of the PV-modules and (except as explicitly set forth in the final paragraph of Section 5) customs clearance or any other costs for return of the MODULES.

(4)Warranty claims will not be honored if the serial number of the MODULES have been altered, removed or made ilgible.

Limitation of Warranty Scope

These "Limited Warranties for PV Modules" as set forth herein are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and of fitness forpar- ticular purpose, use (usage), or application, and all other obligations or liabilities on the part of OSDA unless such other obligations or liabilities are expressly agreed to in writing signed and approved by OSDA. OSDA 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 limita- tion, any defects in the MODULE, or from usage or installation. Under no circumstances shall OSDA be liable for incidental, consequential or special damages, howsoever caused. Loss of usage, loss of profits, loss of produc- tion, and loss of revenues are specifically and without limitation excluded. OSDA'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.

Obtaining Warranty Performance

If the CUSTOMER has a justified claim covered by this "Limited Warranties for PV Modules", an immediate noti- fication directly to OSDA shall be filed by mailing a registered letter in writing to the address of listed

hereunder, or, sending an email letter to the email account of OSDA listed hereunder. Together with the notifi- cation, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the date on which the MODULE(s) have been purchased. The return of any PV-modules will not be accepted unless prior written authorization has been given by OSDA. In connection with both the "Limit- ed Product Warranties" and "Limited Peak Power Warranties", OSDA shall reimburse CUSTOMER for reason- able, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repaired or replaced MODULES, only if this cost is authorized by OSDA customer service department.

Severability

If a part, provision or clause of this "Limited Warranty for PV Modules" , 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 "Limited Warranty for PV Modules", and to this end such other parts, provisions, clauses or applications of this "Limited Warranty for PV Modules" shall be treated as sever- able.

Disputes

In case of any discrepancy in a warranty-claim, a test-institute such as TÜV NORD or other institutes designated by OSDA shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party, unless otherwise awarded. The final explanation right belongs to OSDA.

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 for PV-Modules" be extended. Any replaced MODULES shall become the property of OSDA made for their disposal. OSDA has the rights to deliver another type (different in size, color, shape and/or power) in case OSDA discontinued producing the replaced MODULES at the time of the claim.

Warranty Transfer

This warranty is transferable when the product remains installed in its original location at the warranty regis- tra- tion.

Force Majeure

OSDA 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 this "Limited Warranty for PV Modules", due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of such OSDA. In such cases, perfor- mance by OSDA of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

Validity

This "Limited Power Warranty for PV Modules" will become invalid when the module is transferred from the destination country. All customers, whether direct or indirect, please be aware of this potential risk.

Contact

Please contact OSDA customer service department if you have any problem with the product, quality or performance.

Address: No.128,Haichuan Road,Jiangbei Area, Ningbo,Zhejiang,China,315000

Tel: +86 574-88135058

Mail: sales@osdasol.com

STC[1]

"Peak Power at STC" is the power in Watt peak that a PV-module generates in its Maximum Power Point. "STC" are as follows:

(a)light spectrum of AM 1.5;

(b)an irradiation of 1000 W per m2;

(c)a cell temperature of 25 degree centigrade at right angle iradiation. 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 OSDA valid at the date of manufacture of the PV-modules.

NINGBO OSDA SOLAR CO.,LTD

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