

## **PV MODULE LIMITED WARRANTY POLICY**

Effective on Mar 1st 2023

### **LIMITED PRODUCT WARRANTY**

Changzhou EGing Photovoltaic Technology Co., Ltd (Hereinafter referred to as “EGing”) warrants to the first buyer (Hereinafter referred to as “Buyer”) the EGing Branded modules (Hereinafter referred to as “Product” or “Products”): During the limited warranty period, the original photovoltaic modules of EGing will not have quality problems of process and materials under the conditions of normal installation, use, operation, maintenance and environmental conditions, excluding stains, mechanical wear, rust, mold, deformation or discoloration of the Products, hereinafter referred to as “Product Warranty”.

The Product Warranty period is 12 years as of the date of delivery from EGing’s factory (In addition, the warranty period of N-type all-black Products is 25 years). Neither the sales personnel of EGing nor any other person is authorized to extend the duration of any warranties beyond the Product Warranty as well as Power Output Warranty period on behalf of EGing.

This Product Warranty is transferable provided the the Products remain installed in original location and within the aforesaid warranty period.

Upon acceptance of the claim, it is the commitment of EGing that it will, at its sole option, either repair or replace the defective Products with timely service at no charge to the Buyer or refund the purchasing value to the Buyer.

This Product warranty shall not cover any damages or defects which were caused by repairs or attempted repairs performed by anyone other than EGing or its authorized service providers. All customers are kindly reminded to contact EGing only at any time for immediate service assistance.

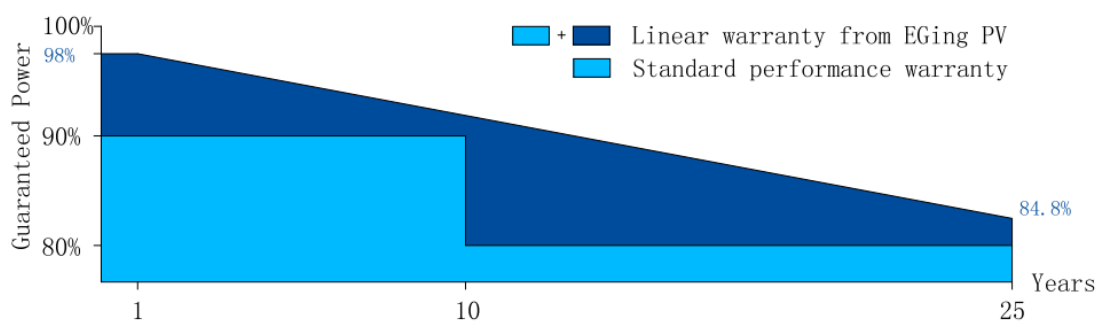
### **POWER OUTPUT WARRANTY**

The warranty period with respect to power output of the Products continues for a total of 25 ( PERC single glass modules ) \30 ( PERC double glass modules & N-type single/double glass modules ) years as of the date of delivery from EGing’s factory.

EGing warrants that, under the conditions of normal installation, use, operation, maintenance and environmental conditions, the Degradation Rate shall not exceed the amount for the applicable period following the warranty period as set forth below, hereinafter referred to as “Power Output Warranty”. The Product Warranty and Power Output Warranty is hereinafter referred to as “Limited Warranty” collectively

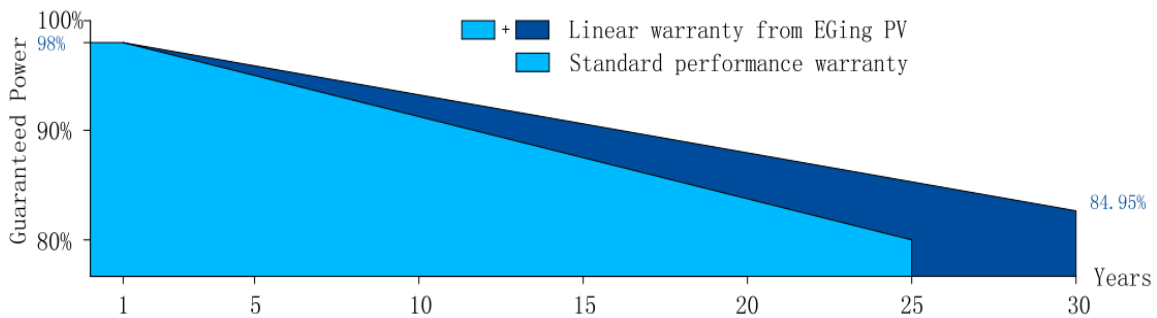
**A. PERC Monocrystalline single glass modules**

For PERC Monocrystalline single glass modules: not exceed 2% degradation in the first year, and 0.55% per year thereafter, ending at 84.8% in the 25th year after warranty start.



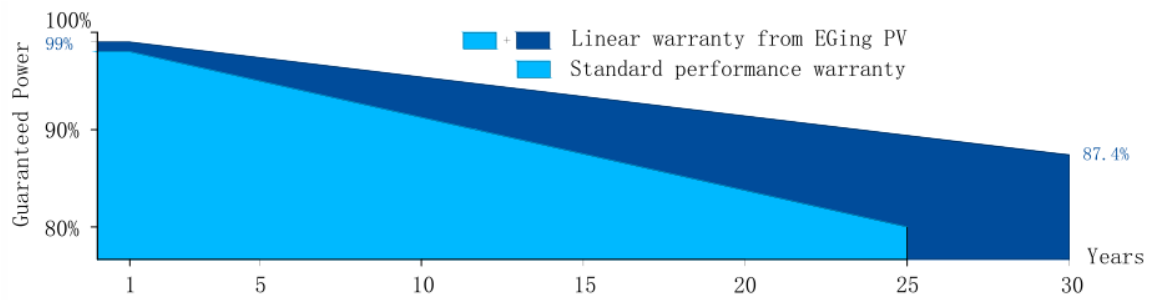
**B. PERC Monocrystalline double glass modules**

For Monocrystalline double glass modules: not exceed 2% degradation in the first year, and 0.45% per year thereafter, ending at 84.95% in the 30th year after warranty start.



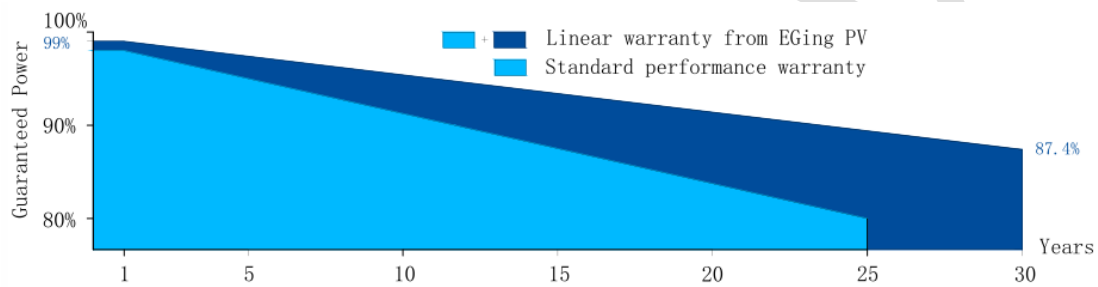
**C. N-type Monocrystalline single glass modules**

For Monocrystalline single glass modules: not exceed 1% degradation in the first year, and 0.4% per year thereafter, ending at 87.4% in the 30th year after warranty start.



**D. N-type Monocrystalline double glass modules**

For Monocrystalline double glass modules: not exceed 1% degradation in the first year, and 0.4% per year thereafter, ending at 87.4% in the 30th year after warranty start.



This Power Output Warranty is transferable provided the Products remain installed in original location and within the aforesaid warranty period. EGing will, at its option, repair or replace the product, refund the purchase price, or provide the Buyer with additional modules to make up lost power, provided that such degradation is determined to be due to defects in materials or workmanship. The relevant Minimum Specified Power Rating is defined in EGing’s product label at the time of shipment.

Standard Test Conditions are irradiance of 1000 W/ m<sup>2</sup>, 25° C cell temperature, and AM1.5 light spectrum.

**REMEDIES**

If the Buyer believes that the moduels do not meet the requirements of this product warranty, it shall notify EGing in time and within 30 days. The notice should contain the following information: (a) Claimant; (b) Detailed description;(c) Supporting materials, including photos or data;(d) Serial number of the moduel; (e) Warranty start date;(f) Module type; (g) Location; (h) Other supplementary supporting materials required by EGing; (i) Provide moduels that do not meet the the requirements of product warranty

according to the requirements of EGing.

In the event that the quality defect or non-conformity of the Products is attributable to EGing, EGing will, at its sole option, repair, replace and/or refund such Products. The repair or replacement of the Products shall not constitute the beginning of a new warranty, nor does it extend the original warranty, but continues to calculate the remaining warranty period of the original Products. If the Products to be replaced have been discontinued, EGing has the right to, within the scope of reasonable efforts, use the same or similar models of modules to implement such replacement.

EGing is responsible for the direct costs of repair and replacement in addition to the freight for transporting the repair, replacement and/or additional Products to the Buyer only. For avoidance of doubt, EGing shall not be responsible for the removal, re-installation, insurance, customs clearance and other work of the relevant Products.

#### **LIABILITY LIMITATION**

**Unless expressly stated herein, this Limited Warranty shall not include any other express or implied warranty, including but not limited to marketability or meeting certain special installation or application environment requirements.**

**This Limited Warranty shall be sole and exclusive warranties provided by EGing and shall be the sole and exclusive remedy available to the Buyer, unless otherwise agreed and approved by EGing in writing.**

**In any case, EGing shall not bear any special, indirect, incidental, consequential, punitive losses and/or damages, including but not limited to costs and/or losses of profits, business interruption, power generation, goodwill, business reputation, third-party claims, interests, taxes and fines.**

**EGing's aggregate liability, if any, whether contract, tort or otherwise, shall not exceed the invoice value as already paid by the Buyer, which is essential and precondition for EGing agreeing to sell the Products to the Buyer.**

**ITEMS EXCLUDED FROM WARRANTY COVERAGE**

The Limited Warranty coverage does not apply when:

- A) The module are modified, damaged, defaced or is improperly transported, installed, abused or used inappropriately;
- B) The modules are installed in a mobile or marine environment, subjected to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution);
- C) The components in the construction based on which the modules is mounted are defective;
- D) External artificial corrosion, mold discoloration or the like occurs;
- E) Defects caused by the modules being subjected to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening or repair, repair by use of unauthorized spare parts, accident, force of nature (such as lightning strike), influence from chemical product or other acts beyond EGing PV's reasonable control (including but not limited to damage by fire, flood, etc.);
- F) Incidental, consequential or special damages such as loss of use, loss of profits, revenues, business, goodwill, damage to reputation or expenses payable to a third party.

**FORCE MAJEURE**

Where there is the force majeure category of issues including but not limited to acts of God, war, riots, strikes, unavailability of suitable and sufficient material, capacity and/or any unforeseen events beyond the control of EGing after reasonable efforts, EGing shall not be responsible for non-performance or delay in performance of the duties under this Limited Warranty.

**SEVERABILITY**

If a part, provision or clause of this Limited Warranty, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, all other provisions contained in this Limited Warranty shall not be affected and accordingly shall remain in full force and effect.

**DISPUTE SETTLEMENT**

Any dispute related to or arising out of this Limited Warranty, including without limitation

any question regarding its existence, validity, breach, or termination, shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the purchase agreement between the Buyer and EGing. As a condition to perform any obligation of EGing hereunder, EGing may require any customer seeking to enforce this Limited Warranty to execute an additional agreements as may reasonably be required to enforce the terms.

### **MERGER CLAUSE**

This Limited Warranty sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes any and all prior or contemporaneous discussion, understanding and agreement, whether oral or written, between them relating to the subject matter hereof.

### **SEVERABILITY**

If one or more provisions of this Limited Warranty are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Limited Warranty, (b) the balance of this Limited Warranty shall be enforceable in accordance with its terms.

### **MISCELLANEOUS**

The terms of this Limited Warranty constitutes the premise of the contractual agreement between EGing and Buyer upon the Products, and when any conflict or discrepancy with such contractual agreement, this Limited Warranty shall prevail. EGing reserves the right to modify or update this Limited Warranty at any time, with or without notice.

### **CLAIM WARRANTY**

If the Buyer feels a justified claim covered by this Limited Warranty, an immediate notification directly to EGing shall be filed. Together with the notification, the Buyer should enclose the evidence of the claim with the corresponding serial number of the Products as well as the documents of purchasing. EGing will determine in its sole judgment the adequacy of the claim.

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

Notwithstanding anything to the contrary herein, EGING shall be entitled, in EGING's sole discretion upon written notice to the Buyer, to require that any breach of the Warranties alleged by the Buyer be reviewed by TÜV Rheinland, TÜV SUD or other neutral third party testing laboratory selected by EGING and approved by Buyer, such approval not to be unreasonably withheld or delayed ("Independent Testing Lab"). The power measurement tolerance of any testing equipment utilized by any Independent Testing Lab in performing tests required shall be disclosed in writing to both Parties prior to performance of any such tests and shall be reflected in any final test results provided by the Independent Testing Lab. The determination by an Independent Testing Lab as to whether a breach has occurred shall be final and conclusive with respect to the matters covered by such determination. EGING shall be responsible for all costs incurred by it in connection with the shipment by Buyer of a Product pursuant and any Independent Testing Lab's services provided pursuant, including shipping, testing services, storage, insurance and any Product destruction incidental thereto provided, however, Buyer shall promptly upon receipt of notice indemnify EGING for all such costs on a dollar-for-dollar basis in the event the Independent Testing Lab is unable to confirm a breach of the Warranties or, if no Independent Testing Lab was utilized, the Buyer is otherwise unable to establish a breach of the Warranties. The final explanation right shall be borne by EGING.

In case of replacement, upon receiving the notification from EGING in writing for return of the Products involved for warranty claim, the Buyer can ship the Products back to EGING, if the Buyer ships the Product, it is required that the replaced Products are insured and packaged for the kind for of transportation chosen by the Buyer. Transportation charge, customs clearance or any other costs for return of the replaced or repaired Products or costs related to installation, removal or re-installation of the Products shall be borne by the Buyer. Upon approval from EGING, all reasonable costs relating to logistics will be reimbursed by EGING. EGING will provide all necessary services and assistance and ensures fast response from the time of claim is launched to the time the claim is settled.

This Limited Warranty applies to modules to be delivered after the Mar 1st 2023.

EGING PV