



## Sunport Power Limited Warranty for MWT Modules

By purchasing the MWT solar photovoltaic modules identified in *Section K* below (“products”) from JIANGSU SUNPORT POWER CORP., LTD. (“SUNPORT”), you have chosen a level of quality that meets high standards. Use of the products in accordance with regulations will reliably maintain their function to produce electricity (“functional capability”) as well as reliably maintaining the performance of the products. As a sign of our confidence in this quality, SUNPORT is happy to grant you (the end-user who first put the products into operation correctly or the person who has purchased the products from such an end-user during the Warranty Period) a 30-year Limited Warranty under the terms and conditions below:

### **A - Limited 12-year Product Warranty:**

SUNPORT warrants to the end user that the products will be free from defects in materials and workmanship. This warranty lasts for twelve (12) years from the Warranty Start Date<sup>1</sup> (the “Warranty Period”).

### **B - Limited 30-year Performance Guarantee:**

SUNPORT warrants to the end user that the actual output of the product, as measured by SUNPORT, will amount to at least 98% of its Initial Rated Power<sup>2</sup> for the first year, and will decline by no more than 0.55% for the following 29 years, so the power output at the end of the 30<sup>th</sup> year warranty period will be at least 82.05% of the Initial Rated Power<sup>2</sup>(the “Guaranteed Peak Power” rating).

### **C - What SUNPORT Will Do:**

1.If any product fails to conform to this Limited Warranty and provided that any loss in power is determined by SUNPORT(in its sole discretion) not to have resulted from one of the excluded events set forth in *Section F* below, then for the Warranty Period, SUNPORT will either repair, replace or refund the affected products as set forth herein.

2.In the event SUNPORT elects to repair or replace the affected products, SUNPORT will pay for reasonable and customary transportation cost for: (i) the return of the products from the place where the affected products originally left SUNPORT’s care, custody and control, and; (ii) reasonable and customary transportation cost for reshipment of any repaired or replaced products to the place where the affected products originally left SUNPORT’s care, custody and control. SUNPORT will replace the affected product with an electrically and mechanically compatible product (including refurbished or remanufactured products) with a substantially equal or greater power rating.

3.In the event SUNPORT elects to refund the affected products, SUNPORT may either(i) refund the amount equal to the original purchase price multiplied by the difference between the Guaranteed Peak Power percentage and the actual power output percentage, or (ii) refund the original purchase price; provided, however, the original purchase price shall be prorated for any claim submitted 60 or more months after the Warranty Start Date.

<sup>1</sup> “Warranty Start Date” is the earlier of (i) date of array interconnection and (ii) 6 months following the date of SUNPORT’s delivery. If the delivery date cannot be verified, manufacturing date will be used in its place.

<sup>2</sup> “Initial Rated Power”, as shown on the label, is defined as the watt peak at Standard Test Conditions (1000W/m2 irradiance, AM1.5, module temperature 25°C), as described in IEC61215, measured per IEC60904, and accounting for 3% measurement tolerance. The products shall, in any event, require a sweep rate of no less than 200ms to ensure an accurate power measurement. SUNPORT can provide a detailed testing procedure or a list of recognized testing agencies upon request.



**D - Conditions for Warranty Service:**

- 1.SUNPORT, in its sole discretion, will determine whether the product warranty under *section A* or the performance guarantee under *section B* applies to your claim.
- 2.The performance guarantee under *section B* expires after 30 years from the Warranty Start Date will not be extended even in the event of a repair or exchange of a product.
- 3.SUNPORT will verify the Initial Rated Power and the actual output of the products using standard test conditions, as described under IEC 60904.The decisive measurement of performance will be carried out by a recognized measuring institute or through SUNPORT’s own measurements (in accordance with EN 50380).
- 4.If a defective product is exchanged for a replacement product, SUNPORT will own the defective product upon receiving it.
- 5.The warranty terms described in *sections A and B* each begin on the Warranty Start Date.
- 6.Warranty service does not cover the costs of troubleshooting, diagnosis, removal, installation or re-installation of products. Removal of the products must be performed in accordance with applicable local codes and SUNPORT installation instructions.

**E - How to get service:**

In the event you have a claim covered by this Limited Warranty, you must inform the authorized seller/dealer of the product of the alleged defect in writing. If that seller/dealer no longer exists, you may send this written notification to the address in *Section I*. You must include the original sales receipt (as evidence of the time of the purchase of the SUNPORT’s products) with any warranty claim. Upon receipt of a claim, SUNPORT may require additional information regarding the claim, which may include, without limitation, applicable warranty registration information, proof of delivery and/or installation, serial and model numbers, and evidence regarding the basis of claim. All warranty obligations hereunder are expressly contingent upon the timely and full provision of such additional information. The return of any products will not be accepted unless prior written authorization has been given by SUNPORT.

**F - Exclusions and Limitations:**

Warranty service is available only if the product is properly assembled, used, operated and maintained in accordance with all applicable local codes and SUNPORT installation instructions. The Limited Warranty does not apply to any of the following:

- 1.PV modules subjected to: (i) improper storage, transportation, handling, installation, assembly, operation or maintenance not in accordance with SUNPORT specifications and manuals, either by you, an installer or delivery; (ii) neglect, abuse, misuse or improper upkeep and maintenance;(iii) improper or incorrectly performed exchange, repair or any modification of the products;(iv)conditions exceeding the voltage, wind ,snow load, hail load and any other operational specification;(v)direct contact with bodies of salt water or other chemicals or corrosive substances; (vi) external factors (including weather, animals, vandalism, accidents and the like);(vii)glass breakage from impact or other events outside SUNPORT’s control.
- 2.Damage to the cable caused by abrasion on a rough surface due to insufficient fixing or unprotected running of the cable over sharp edges.
- 3.Damage to the preexisting customer system or incompatibility of the products with the customer’s preexisting system equipment.
- 4.Use of products on mobile units such as vehicles or water vessels.
- 5.Power loss or damaged caused by dirt or debris on the face plate.
- 6.Cosmetic effects stemming from normal wear and tear of materials or other cosmetic variations which do



not cause power output lower than what is guaranteed by the Limited Warranty. Normal wear and tear of material can include, but it not limited to, fading of frame color, weathering of glass coating, and areas of discoloration around or over individual solar cells or any part of the products.

7.The labels containing product type or serial number have been altered, removed or made illegible.

8.Products which have been moved from their original installation location without the express written approval of SUNPORT.

9.Force Majeure events such as flooding, fire, explosions, falling rocks, lightning strikes or other extreme weather conditions such as hail, hurricanes, whirlwinds, sandstorms, and other circumstances outside the control of SUNPORT.

### **G - Assignment and Transfer of Warranty**

This Limited Warranty is fully assignable and transferable provided that the warranty holder provides notice to SUNPORT at the first address listed in *section I* 90 days of the assignment or transfer of the Limited Warranty.

### **H - Exclusive Remedy; Disclaimer; Limitation of Liability:**

The remedies set forth in this Limited Warranty are the sole and exclusive remedies available to you as a product purchaser. SUNPORT shall not be liable for damage, injury or loss arising out of or related to a product except as set forth in this Limited Warranty. UNDER NO CIRCUMSTANCES WILL SUNPORT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER INDIRECT DAMAGES, PERSONAL INJURY OR PROPERTY DAMAGES (INCLUDING DAMAGES TO ANY STRUCTURE OR ITS CONTENTS) IN ANY WAY CONNECTED WITH A PRODUCT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUNPORT'S AGGREGATE LIABILITY, IF ANY, SHALL BE LIMITED TO A PRODUCT'S PURCHASE PRICE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR OF ANY LIMITED WARRANTY REMEDY.

### **I - Your Contacts:**

1.To receive service under this Limited Warranty, please contact the authorized seller/dealer of your product or SUNPORT at the following address.

Customer Service

JIANGSU SUNPORT POWER CORP., LTD.

Address:#20 Xishi Road, Xinwu District, Wuxi, Jiangsu, 214028, China.

Email: info@sunportpower.com

Phone: (86) 25 5275 2690

2.Only for buyers located in Australia: The "Limited Warranty" is only valid for products purchased from authorized Australian resellers. Buyers may contact the above office for details of authorized Australian resellers.

The following statement applies to customers that are 'consumers' under the definition of the Australian Consumer Law:

*"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 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."*

A handwritten signature in black ink, appearing to be "M. A.", is located in the bottom right corner of the page.



**J - Choice of Law; Disputes:**

This Limited Warranty, including without limitation the rights and responsibilities granted hereunder, shall be governed and construed in accordance with the Commercial Arbitration Rules of the Hongkong Arbitration Association then in force.

**K - Validity:**

The following table contains all the current products to which this Limited Warranty is to be applied. Products that do not appear in this list are not covered by this Limited Warranty.

SPPXXXP60 (XXX=270-320, in increments of 5)	SPPXXXM60 (XXX=300-330, in increments of 5)
SPPXXXP60G (XXX=270-290, in increments of 5)	SPPXXXP72 (XXX=325-370, in increments of 5)

**L - Exclusion of Liability; State Laws:**

SUNPORT LIMITS THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS LIMITED WARRANTY. THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED.

**M - Severability; Entire Warranty:**

If any provision of this Limited Warranty is held unenforceable or illegal by a court or other body of competent jurisdiction, such provisions shall be modified to the minimum extent required such that the rest of this Limited Warranty will continue in full force and effect. This document contains the entire warranty, liability and obligation of SUNPORT with respect to the products and may not be altered or modified other than in writing signed by an authorized representative of SUNPORT. It may not be altered by any wholesaler, dealer, or contractor.

*(Nanjing, China September, 2018)*

17th December 2018  
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