

HES PV LTD.

QUALITY WARRANTY

HES - 250, 260, 265

1. Limited Product Warranty – Ten Years Repair, Replacement Remedy

HES PV Ltd. warrants its module(s) and laminate(s), to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If modules/laminates fail to conform to this warranty during the period of Ten (10) years from the WARRANTY START DATE, HES PV Ltd. will, at its option, either repair or replace the product. The repair or replacement remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the period set forth herein. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under Clause 2, hereinafter (“Limited Peak Power Warranty”).

Note: For laminate product, silicon/tape sealing, framing, junction box mounting related process and materials flaws are excluded, the laminate defects such as scratch, dint, etc. potentially caused by following process are also excluded.

2. Limited Peak Power Warranty - Limited Remedy

The limited peak power warranty is usually lasting 25 years except for special case listed in clause 4. If, for the 1st year from the WARRANTY START DATE, any poly MODULE(s)/laminates exhibits a power output degradation of more than 3% of the nominal power as set out in HAREON POWER’s product datasheet, or within the coming 24years if the MODULE(s)/laminates exhibits a yearly power output degradation of more than 0.7% of the nominal power as set out in HES PV Ltd.’s product datasheet; any mono modules/laminates exhibits a power output degradation of more than 3.5% of the nominal power as set out in HES PV Ltd.’s product datasheet, or within the coming 24 years of the MODULES/laminates exhibits a yearly power output degradation of more than 0.68% of the nominal power as set out in HES PV Ltd.’s product datasheet, provided that such loss in power is determined by HES PV Ltd. (at its sole and absolute discretion) to be due to defects in materials or Hareon workmanship, HES PV Ltd. will, replace such loss in power by either, at HES PV Ltd.’s sole option, (a) providing additional MODULES/laminates to the CUSTOMER to make up for such loss in power or (b) Replace the defective MODULE(s)/laminates

3. Warrant Start Date

This Quality Warranty shall start upon the date of installation or Sixty (60) days after delivery by HES PV Ltd., whichever date is earlier

4. Exclusions and Limitations

A: In any event, warranty claims must be filled within the applicable warranty period

B: The “Limited Warranties” do not apply to any PV-modules which have been subjected in HES PV Ltd.’s absolute judgment:

- Misuse, abuse, neglect or accident;
- Alteration, improper installation or application;
- Non-observance of HES PV Ltd.’s installation -users and maintenance instructions;
- Repair or modifications by someone other than an approved service technician of HES PV Ltd.;
- Power failure surges, lighting, flood, fire, accidental breakage or other events outside HES PV Ltd.’s control.

C: The “Limited Warranties” do not cover any transportation costs for return of the PV-modules, or for re-shipment of any repaired or replaced PV-modules, or costs associated with installation, removal or reinstallation of the PV-modules.

D: When used in non-land based applications the “Limited Peak Power Warranty”, applying to any of the PV-modules shall be limited to ten(10) years 90% of the nominal power as set out in HES PV Ltd.’s product datasheet .

E: Warranty claims will not be honored if the serial number of the PV-modules have been altered, removed or made illegible.

F: For a laminate, a warranty claim will not be honored if a laminate has been wrongly assembled into a module or assembled using an unsuitable process of mismatch of materials

5. Limitation of Warranty and Scope

This “Quality Warranty” as set forth herein is expressly in lieu of and exclude 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 HES PV Ltd., unless such other obligations or liabilities are expressly agreed to in writing signed and approved by HES PV Ltd. HES PV Ltd. 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 HES PV Ltd. 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. HES PV Ltd.’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 product or service furnished or to be furnished, as the case may be, which is the subject of claim of dispute.

6. Obtaining Warranty Performance

If the CUSTOMER believe it has a justified claim covered by this “Quality Warranty”, an immediate notification directly to HES PV Ltd. shall be filed by mailing a registered letter in writing to the address of HES PV Ltd. or, sending an email letter to the email account of HES PV Ltd. sales/affiliate or email address listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s)/laminates and the date on which the MODULES/ laminates have been purchased. An Invoice with clear indication of purchase date, purchase price, module type, stamp or signature of HES PV Ltd. or its distributors should also be submitted as part of the evidence. The return of any MODULES/laminates will not be accepted unless prior written authorization has been given by HES PV Ltd.

7. Severability

If a part, provision or clause of this “Quality 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 “Quality Warranty”, and to this end such other parts, provisions, clauses or applications of this “Quality Warranty” shall be treated as severable.

8. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded.

9. Various

The repair or replacement of the PV-modules or the supply of additional PV-modules does not cause the beginning of new warranty terms, nor shall the original terms of this “Limited Warranty” be extended. Any replaced PV-modules shall become the property of HES PV Ltd. .HES PV Ltd. has the right to deliver another type(different in size, color, shape and/or power)in case HES PV Ltd. discontinued producing the PV-module in question at the time of the claim.

10. Force Majeure

HES PV Ltd. shall not be responsible in any way to the Customer arising from any non-performance or delay in performance of any terms and conditions of sale, including this “Limited Warranty”, due to acts of God, War, riots, strikes, material, , or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the PV-modules or the claim.

Note:

1.”Peak Power” is the power in Watt peak that a moduel/laminate generates in its Maximum Power Point.

”STC” are as follows

(a) light spectrum of AM1.5,(b) an irradiation of 1000W per m² and(c) a cell temperature of 25 degree centigrade. The measurements are carried out in accordance with IEC 61215 as tested at the junction box terminals per the calibration and testing standards of Hareon Power valid at the date of manufacture of the PV-modules. Hareon Power’s calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.