



# 中山瑞科新能源有限公司

## ZHONG SHAN RUIKE NEW ENERGY CO.,LTD.

### Photovoltaic module power warranty

Zhongshan RuiKe New Energy Co., Ltd (“RuiKe”) hereby grants the following Limited Warranty to the first customer installing (for its own use) (the “Buyer”) any of the specified (and no other) brand models listed below (the “Products”):

#### 1) Warranted Products

This Limited Warranty shall only apply to the following Products:

RK-85、RK-90、RK-95、RK-100、RK-105

#### 2) Warranty

##### a) 10 Year Limited Product Warranty

RuiKe warrants that for a period of ten years commencing on the Warranty Start Date (as defined below)

- There will be no defects in design, material, workmanship or manufacture that materially impede the power generation functioning of the Product(s), and
- the Product(s) will conform to the RuiKe executive specifications relating to power generation and safety . 10 Year Limited Product Warranty covers glass breakage provided that there was no external cause of breakage (i.e. only breakage caused by the glass itself or the module is covered). Any deterioration in the appearance of the Product(s) (including, without limitation, any scratches, stains, mechanical wear, rust, or mold) or any other changes to the Product(s) which occur after delivery (Incoterm 2010)to the Buyer, do not constitute a defect under this Limited Warranty.

##### b) 25 Year Limited Power Output Warranty

In addition,RuiKe 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  $P_{max}(W_p)$  plus Peak Power Watts  $P_{max}(W_p)$  multiplied by the lower limit of the Power Output Tolerance  $P_{max}(\%)$ —as specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC: irradiation $1000w/m^2$ ,temperature $25^{\circ}C$ ,AM1.5) for the Product(s) shall not exceed and measurement shall either be carried out by RuiKe or by a third-party testing institute recognized by RuiKe and the customer. (Remark: According to STC, Measurement system uncertainty should be included in all actual power output measurements.)



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For CdTe products (as defined in Sec.1): 2.5% in the first year, from the 2<sup>nd</sup> year to the 25<sup>th</sup> year, the average power decline will be no more than 0.6%. By the end of the 25<sup>th</sup> year, the actual power output will be no less than 83.1%.

### 3) Warranty Start Date

The Warranty Start Date is the date of installation of the Product(s) or three months after the delivery (Incoterms 2010) of the Product(s) to the Buyer, whichever date is earlier.

### 4) Exclusions and Limitations

The aforementioned "Limited Warranty" does not apply to any Products which have been subjected to

a) Failure to pay the purchase price towards RuiKe or its subsidiaries which have put the modules on the market even though (i), the payment was due and (ii) the direct customer who has obtained the modules from RuiKe or its subsidiary („Direct Customer“) is not entitled to withhold the purchase price or parts of the purchase price. RuiKe must inform the Buyer about the non-payment and provide the name and the full address of the Direct Customer which has failed to pay the modules. In case that RuiKe can reject the claim under this warranty based on this provision, the Buyer can deposit the amount not paid in order to trigger the warranty claims;

b) Failure to provide proof of purchase or product information;

c) Failure to comply with the requirements of RuiKe's user manual applicable during the Validity of this Limited Warranty pursuant to Sec 10;

d) Failure to carry out proper operation and maintenance (including but not limited to operation and maintenance requirements requested by RuiKe's applicable User Manual or other applicable local laws and regulation of the place of installation);

e) Service by service technicians who are not qualified under the relevant law and/or applicable regulations at the place of installation;

f) The Product's type, nameplate or module serial number is changed, erased or made illegible (other than by any act or omission of RuiKe);

g) The Product's installation on mobile units (except photovoltaic tracking system), such as vehicles, ships or offshore-structures;

h) Exposure to voltage in excess to the maximum system voltage or power surges;

i) Defective components in the construction on which the module is mounted;



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- j) Exposure to mold discoloration or similar external effects;
- k) Exposure to any of the following:
  - i) Unauthorized modifications;
  - ii) Operation/maintenance by use of unauthorized spare parts;
  - iii) Application under extremely hot or extreme environmental conditions, or rapid changes in such application environments, resulting in corrosion, oxidation, or affected by chemical products;
  - iiii) Other acts beyond RuiKe's reasonable control (including direct or indirect damage by war, fire, flood, hurricane, volcanic eruption, surface collapse, debris flow, lightning, earthquake, heavy snowfall, hailstone, strong breeze, etc.);
- l) Use of the Products in such a manner as to infringe RuiKe's or any third party's intellectual property rights (Including but not limited to patents, trademarks, etc);
- m) Any subsequent sale of Product(s) from a country where RuiKe was first marketed to another country is prohibited without the consent of RuiKe (Prohibition of Parallel Import). But the Prohibition of Parallel Import does not apply to the sales within the European Union (EU), where the sale of Product(s) from one EU country to another does not require the consent of RuiKe. However, the consent of RuiKe must be obtained for the sale of Product(s) from outside the EU to EU country or from EU country to outside the EU.
- n) Only for buyers located in Australia applies: The "Limited Warranty" is only valid for products from authorized Australian resellers. Buyers may contact the Customer Support office in their region (as detailed in clause 7) for details of authorized Australian resellers.
- o) Only for buyers located in the US applies: The "Limited Warranty" is only valid for products from authorized US resellers. Buyers may contact the Customer Support office in their region (as detailed in clause 7) for details of authorized US resellers.
- p) Only for buyers located in Japan applies: The "Limited Warranty" is only valid for products from authorized Japanese resellers. Buyers may contact the Customer Support office in their region (as detailed in clause 7) for details of authorized Japanese resellers.

### **5) Repair, Replacement or Refund Remedy**

- a) As Buyer's sole and exclusive remedy under this Limited Warranty (though Buyer should note paragraph 5(d) below regarding the potential existence of other statutory rights and paragraph 5(e) below for



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Australian Buyers) RuiKe will, at its sole discretion, either, with regard to the applicable Product (or component thereof in the case of Mounting Product):

i) refund the salvage value of the defective Product(s). For purposes of this Limited Warranty salvage value = The market price at the moment of raising warranty claim (per watt) \* remaining warranty period (year) / original total warranty period provided by RuiKe; or

ii) repair the defective Product(s) at no charge (subject to the following paragraph); or iii) replace the defective Product(s) or part thereof by a new or remanufactured at no charge. RuiKe reserves the right to provide a similar Product in replacement of the defective Product if the defective Product is discontinued or otherwise unavailable. In the event that RuiKe opts for options ii) or

iii), RuiKe shall bear all reasonable insurance and transportation charges (except air freight), customs clearance and any other reasonable costs for returning the defective Product(s) to RuiKe and shipping the repaired or replaced Product(s) to Buyer (a Buyer may claim reimbursement by RuiKe for these charges by providing invoice from the relevant service provider to RuiKe that these charges were incurred).

Ownership of returned Product(s) shall pass to RuiKe free of charge. The costs and expenses for the removal, repack, installation or reinstallation shall remain with Buyer. Defect modules or end of lifetime module shall be disposed by the customer in accordance with local applicable requirements, unless RuiKe agrees to take them back.

b) The warranty period(s) as defined in Sec. 1 a) and b) shall not extend or renew upon the repair or replacement of a defective Product by RuiKe. The warranty period for replaced or repaired Product(s) is the remainder of the warranty on the original new Product(s).

c) All other claims under this Limited Warranty against RuiKe shall be excluded. Under this Limited Warranty, RuiKe is not responsible for any special, incidental or consequential damages (including loss of profits, business interruption, loss of power generation, harm to goodwill or business reputation, or delay damages) whether such claims are based in contract, warranty, negligence or strict tort. This exclusion applies to the extent permissible by law, and even if the remedies set forth below herein are deemed to have failed of their essential purpose.

d) YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44 OR PURSUANT TO THE MAGNUSON MOSS WARRANTY ACT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY.



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e) The following statement applies to customers that are 'consumers' within the meaning 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."

### **6) Rights and Remedies against Third Parties**

This Limited Warranty shall be construed as a separate warranty and independent from any other contractual arrangement with third parties relating to the Product(s). It shall not affect any rights, obligations and remedies of the Buyer, if any, with regard to third parties for defects or non-conformity or non-compliance of the Products, notwithstanding its legal basis. The rights and remedies provided hereunder are in addition to any other rights and remedies against third parties to which Buyer may be entitled by agreements with such third parties or by law.

### **7) Claims Procedure, Notice Periods, Expiration of Warranty Claims and Limitations.**

a) Buyer shall notify RuiKe under this Limited Warranty using RuiKe's Customer Service Portal at the web address <http://www.rksolar.com.cn>; alternatively by letter or facsimile. The notification shall specify the claim and, without limitation, include proof for the purchase (purchasing invoices indicating purchase date, Product(s), serial numbers) and for the defect or malfunction (i.e. related to transport, storage, installation and operation) of the Product(s). The contact customer support center for Australia is:

ASG ARCHITECTURAL SOLUTIONS GLASS PTY LTD

A.B.N. 68 616 205 951

Address:

SUITE 203, 91 GEORGE ST STREET

PARRAMATTA NSW 2150 AUSTRALIA

Tel: (02) 9635 4368

Fax: (02) 9635 4376

Email: [Edward.zhao@asginternational.com.au](mailto:Edward.zhao@asginternational.com.au)

[http:// asginternational.com.au](http://asginternational.com.au)



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b) Any claim for breach of this Limited Warranty must be brought within two (2) months after discovery of the breach.

c) The return of any defective Product(s) will not be accepted unless prior written authorization has been given by RuiKe.

### **8) Force Majeure**

RuiKe shall not be responsible or liable in any way to the Buyer for any non-performance or delay in RuiKe's performance under this Limited Warranty due to occurrences of force majeure such as, war, riots, strikes, unavailability of suitable and sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the defective Product(s) or the notification of the relevant warranty claim under this Limited Warranty.

### **9) Warranty Assignment**

This Limited Warranty is transferrable when the Products remain installed in their original installation location.

### **10) Validity**

This Limited Warranty shall apply to Product(s) delivered to Buyer on or after 25 th of July 2019 (Incoterms 2010). This Limited Warranty shall be valid until a new revision is issued by RuiKe.

### **11) No Other Express Warranty**

Except as otherwise provided by applicable statutory law (cf. Sec. 5 d) and 5 e) above) or unless modified in writing and signed by an officer of RuiKe, the Limited Warranty set forth herein is the only express warranty (whether written or oral) by RuiKe applicable to the Products and no one is authorized to restrict, expand or otherwise modify this Limited Warranty.

### **12) Miscellaneous**

If any provision of this Limited Warranty is held invalid, unenforceable or contrary to law then the validity of the remaining provisions of this Limited Warranty shall remain in full force and effect.

### **13) Limitation of Liability**

To the maximum extent permitted by applicable law, RuiKe's aggregate liability according to this Limited Warranty shall not exceed the purchase price paid by the Buyer for the defective Product(s) in the case of a Warranty Claim. The Buyer acknowledges that the foregoing limitation of liability is an essential element



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of this Warranty and that in the absence of such limitations the purchase price of the Product(s) would be significantly higher.

### 14) Applicable Law and Jurisdiction

The validity of this Limited Warranty, the construction of its terms and the interpretation and enforcement of the rights and duties of the Buyer and RuiKe shall be governed by the laws of the country of the original installation location of the Product(s), to the exclusion of that country's conflicts of law rules as well as of the United Nations Convention on the International Sale of Goods dated 11 April 1980 (CdTe) and of any other uniform law.

All disputes arising out of or in connection with this Limited Warranty shall be finally settled before the ordinary courts of the country of the original installation location of the Product(s).

### Note

The installation and operation of photovoltaic modules requires professional skills and should only be performed by qualified professionals. Please read the safety and installation instructions before using and operating the Product(s).

### Please contact us

ZhongShan RuiKe New Energy Co.,LTD

Address:13 Torch ROAD,Torch Development Zone,ZhongShan,GuangDong,P.R.China

TEL:+86 760 2811 2299

E-mail:sales@rksolar.com.cn

Website:www.rksolar.com.cn