## 日托光伏组件产品有限质保书(S1 级) Limited Warranty for Sunport Power PV Modules(Class S1)

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# 日托光伏组件产品有限质保书(S1 级)

### Limited Warranty for Sunport Power PV Modules (Class S1)

江苏日托光伏科技股份有限公司对本公司光伏组件产品作出本质量保证。

Jiangsu Sunport Power Corp., Ltd. ("Supplier") shall guarantee the quality of PV modules of our company.

#### 一、有限产品质保 Limited Product Warranty

1.1 江苏日托光伏科技股份有限公司将向买方提供经过买卖双方约定的光伏组件产品(买方同意的特殊降级产品除外);同时,产品外观符合买方与江苏日托光伏科技股份有限公司约定的外观标准。

Supplier will provide the buyer with products which are agreed upon by the buyer and seller (except for the products specially required by the buyer); the appearance of the products must be consistent with the standards of appearance as agreed by the buyer and supplier.

1.2 在买方确保对产品适当的搬运、安装、使用、环境及维护条件下,江苏日托光伏科技股份有限公司自交货之日起十年以内(以买方出示的原始交货或付款凭证日期为准),确保所售产品符合上文 1.1 条所述内容。

With the buyer's assurance that the products will be properly handled, transported, installed, used, maintained under appropriate environmental conditions, supplier warrants that, for ten years from the date of delivery (subject to the date on original copy of delivery or on payment voucher presented by the buyer), the products will be consistent with the description in the above section 1.1.

1.3 在买方确保对产品适当的搬运、安装、使用、环境及维护条件下,自交货之日起十年以内(以买方出示的原始交货及付款凭证日期为准),如果发现产品出现与上文1.1 条 所述内容的实质性不符,为减少产品问题可能继续恶化后对双方造成的损失,买方必须在五个工作日内通知江苏日托光伏科技股份有限公司产品的直接供应商,在接到买方的问题报告并确认该等不符后及时处理,处理方式包括修理/更换问题组件或支付光伏组件在申请质保请求

并被公司认可之时的残值。

Under conditions of proper transportation, installation, utilization, environmental conditions and maintenance of products ensured by buyer, within ten years since delivery day (subject to the date on original copy of delivery or on payment voucher presented by the buyer), if products arise with any incompliance with such terms in above clause 1.1, buyer should take immediate action to inform direct supplier of products manufactured by Jiangsu Sunport Power Corp., Ltd. within five working days to minimize the potential losses caused by deterioration of the problem for both parties. Upon the receipt of the problem report from buyer, supplier will check and confirm, defect products will be fixed/replaced, or compensation will be made according to the residual value of the products.

1.4 对于超出十年质保期后发生的实质性不符(以买方出示的原始交货及付款凭证日期为准), 江苏日托光伏科技股份有限公司将会在双方协商一致的情况下提供有偿服务。

For the problems occurring beyond the ten-year warranty period (subject to the date on original copy of delivery or on payment voucher presented by the buyer), supplier will provide paid service subject to mutual agreement of both parties.

1.5 组件残值补偿金:按组件购买年限(以买方出示的原始交货及付款凭证记载时间为准)后的残留功率乘以界时组件市场平均价格进行补偿,直到质保期(十年)条款执行完毕。

Compensation for products residual value: compensation should be paid according to the value of residual power after delivery (subject to the date on

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original copy of delivery or on payment voucher presented by the buyer), multiplying current average market price of such module, until implementation of the quality warranty provisions is finished (ten years).

#### 二、有限功率保证 Limited Performance Warranty

2.1 交货组件功率的测量应在标准测试条件下进行,即光强  $1000 \text{ W/m}^2$ ,温度  $25^{\circ}$  C,大气质量 AM1.5。

The DC power of a product shall be tested under standard test conditions which are: light intensity  $1000 \text{ W/m}^2$ , temperature  $25^{\circ}$  C, and AM 1.5.

2.2 买方必须保证对产品合适的搬运、系统设计、安装、使用、环境及维护。

The buyer must ensure to properly handle, transport, design the system of, install, use, and keep appropriate environment and maintenance for the products.

2.3 二十年光伏组件峰值功率输出有限质保

Twenty years of photovoltaic modules peak power output is limited warranty

公司保证自质保生效日起二十年内,基于标准测试条件,单晶硅光伏组件输出功率不低于名义功率(标称功率)的 87.4%。

Company to ensure the effective quality assurance within 20 years, based on the standard test condition, monocrystalline silicon photovoltaic modules output power of less than 87.4% of the nominal power (nominal power).

2.4 如果在条款规定的时间内,组件的输出功率未达到以上约定的输出功率,江苏日托光伏科技股份有限公司将与买方一同分析原因。如江苏日托光伏科技股份有限公司确认属于己方责任,江苏日托光伏科技股份有限公司将提供在商业合理范围内最好的补偿方案,如提供额外的组件,修复或者更换组件,依据本质量保证书提供补偿金,延续原始提供的组件的质保期限等。如果当时提供的产品已经停止生产,江苏日托光伏科技股份有限公司将提供正在生产的标准产品作为补偿。

If the output power of the module does not meet the above levels within the time specified, the supplier and the buyer will jointly analyze the causes. If supplier determines that the liability is attributable to itself, then supplier will provide the buyer with best remedial choices commercially reasonable, such as providing additional module, repairing or replacing the module, providing the buyer with compensation in accordance with this Limited Warranty, extending the warranty period for the original module, etc. If the supplier has ceased to manufacture the module in problem, the supplier will provide the standard products it is manufacturing as remedy.

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2.5 组件功率不足的补偿:对组件实际总功率与该批次组件承诺总功率的差额部分,江苏日托光伏科技股份有限公司以提供相应功率组件的形式予以补偿。

Compensation for the shortage of power: For the difference between the actual total output power and the committed total output power, the supplier will compensate the buyer with additional modules having the equivalent power.

#### 三、前提 Preconditions

3.1 由于雷电、暴风、冰雹、洪水、火灾、地震、战争、动乱等自然灾害或人为因素造成的非产品本身质量原因导致的损失不在质保范围内。

Losses caused by natural disasters, such as lightning, storm, hail, flood, fire, earthquake, war, and unrest, caused by the quality of non product itself, are not within the scope of the warranty.

3.2 本质量保证书不包括退赔故障组件在路途上的运输费用,也不包括装卸货产生的费用或者由此产生的其他费用。

This Limited Warranty covers neither the transportation charges of the products to be returned, nor the unloading and reloading charges and other charges such occured.

3.3 本质量保证书不包括任何产品型号或编号标识模糊不清的情况。

This Limited Warranty does not cover the situation that the type and serial number of any products are illegible.

3.4 买方必须保证对产品合适的包装、搬运、存储、 系统设计、安装、使用、环境及维护。

The buyer must ensure proper package, handling, transportation, storage, system design, installation, use, environment and maintenance for the product.

#### 四、质保转让 Warranty Transfer

4.1 本质保书适用于最终用户,最终用户是指组件的 最终使用者,同时要求组件为首次安装使用。

These warranty terms exclusively apply to END



- CUSTOMERS. END CUSTOMER in terms of this warranty is the purchaser of the respective PV Module, who has purchased the respective PV Module for end use and has installed the same for the first time (First Installation).
- 4.2 本质保书对于已安装使用的组件,可以从最终客户转移给另外的用户,客户必须保留原始的安装信息,同时要求组件仍为首次安装使用。

This warranty is transferrable from an END - CUSTOMER to the purchaser of the installed PV Modules. Customers must retain the original installation information while requiring modules to remain in use for first-time installation.

#### 五、质保免责声明 Warranty Disclaimer

除上述明确列出的内容外, 江苏日托光伏科技股份有限公司和买方对产品或其他事项均未做出任何口头或书面、明示或暗示的陈述、保证或担保。该等被排除的暗示性的保证包括但不限于: (1) 关于适销性的保证; (2) 适合于某一特别目的的保证; (3) 不侵权的保证。

Except as expressly set forth above, the parties make no representations, warranties, or guarantees, either express or implied, oral or written, with respect to the product or otherwise, including without limitation any implied warranty (1) of merchantability, (2) of fitness for particular purpose, (3) non-infringement.

#### 六、适用组件型号 Apply to Module Type

SPPxxxP/M60 (H) 、 SPPxxxD/N60 (H) 、 SPPxxxD/NHEH 、 SPPxxxNH7H 、 SPPxxxQHEH

#### 七、其他 Else

如有争议,以上内容均以中文为准。

In case of dispute, the above content is subject to the Chinese description.

#### 八、联系方式 Contact Information

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