

Limited Warranty for Standard PV Modules

1. Limited Product Warranty – Twenty-Five Years Repair, Replacement or Refund Remedy

Subject to the below exclusions, mSolar Energy (hereinafter referred to as “MSOLAR”) warrants to the original Buyer (the “Buyer”) that the modules shall be free from defects in materials and workmanship that have an effect on module functionality under normal application, installation, use and service conditions as specified in MSOLAR’s standard product documentation and are hence endowed with a Limited Product Warranty of twenty-five (25) years.

In the case of installation and connection according to the installation instructions of MSOLAR modules, MSOLAR guarantees that the modules have mechanical integrity and stability. The glass of the modules will maintain its integrity without the influence of external forces or other factors. Module cables and connector plugs will remain in a safe and operational condition. Any damage caused by wear, improper installation or other external causes will not be covered by this limited warranty.

Claims under the warranty can only be accepted if the Buyer can provide proof that the malfunctioning or non-conformity of a module results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in MSOLAR’s standard product documentation. To this end, the Buyer shall provide evidence such as module purchase date, transportation, storage, and installation information. Any color change on module or any other changes on module appearance do not represent defects. The changes in appearance are not defects in materials and/or workmanship, and will not cause degradation of functionality of the module. If the module fails to conform to this warranty, MSOLAR will, at its option, either repair or replace the module, or provide an appropriate residual market value of the module(s) as compensation.

2. Limited Peak Power Warranty-Limited Compensation

- **25-Year Limited Peak Power Warranty for single glass module**

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Warranty Start Date: The date on which the modules are delivered to the direct Buyer according to the trade rules agreed in the contract between the two parties, or twelve (12) months after the manufacturing date, whichever comes first. If the output power of the photovoltaic module is less than the lower limit of the nominal power defined in the contract or the actual module nameplate, and verified by all parties, the excessive power attenuation is due to the defects in the materials or process technology used by MSOLAR modules. MSOLAR will consider the actual situation to provide Buyer's with additional photovoltaic modules as compensation for such excessive power attenuation, or MSOLAR replace defective modules.

For our company's products of different crystal types, the following descriptions are made:

For single glass monocrystalline Modules: 2.0% in the first year, thereafter 0.55% per year ending with 84.8% in the 25th year from the Warranty Start Date.

The actual output power of the module can only be measured under the latest standard test conditions of IEC 61215&61730. The measurement of the actual output power should be performed by MSOLAR or a third-party measurement agency designated by MSOLAR. In all measurements of actual output power, the uncertainty of the associated measurement test instrument and system is taken into account. For purposes of determining module power output, measurements shall be based on, or normalized to, standard test conditions of 1000W/m² irradiance, 25°C cell temperature, and AM 1.5 light spectrum. Measurements shall be made in accordance with IEC 60904, and shall account for measurement system error in accordance with EN 50380.

The specific calculation method is shown in the following formula:

Actual output power (1st year) \geq Nameplate power or contracted power * (1 - first year decay rate);

Actual output power (in the Nth year, $2 \leq N \leq 25/30$) \geq nameplate power or contracted power * (1 - (first year decay rate + every annual decay rate * (N-1))).

3. Exclusions and Limitations

a) Exclusions

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- 1) In any case, the terms of the warranty agreement must be applicable within the warranty period; and
- 2) The limited warranty stated above does not apply to the following cases and products:
 - MSOLAR or its affiliated companies that issue invoices have not yet received all or part of the accounts receivable related to product sales;
 - Unable to provide proof of purchase, module information or other information or files that can prove that the conditions of claim are established;
 - The modules are improperly transported, handled, stored, installed or used;
 - Use of the modules in extreme environment such as hot or highly corrosive environment. Buyers or end users apply the products in extremely hot or cold (refers to the temperature beyond the operating temperature range of the module) or other extreme environmental conditions, or the application environment changes rapidly, resulting in corrosion, oxidation or product damage or abnormal function due to the influence of chemical products;
 - Damages caused by some external factors, such as glass breakage of photovoltaic modules caused by external forces, improper operation and maintenance methods, and unreasonable installation methods;
 - Damage from external stress in excess of the modules certified capabilities, including without limitation any damage related to vandalism, falling rocks, branches, roofing materials, hail or other debris.
 - Failure to install, apply, change or maintain the module in accordance with local laws and regulations or requirements in documents officially issued by MSOLAR, or improper system design or construction, resulting in frequent concealment of the modules and affecting the module performance;

- Connect two or more strings in parallel connection with Y or T connector without any anti-reverse devices. Connect strings into Combiner Box or string inverter without any anti-reverse devices.
 - Disassemble the installed module and install it again;
 - Repairs or alterations made by persons other than the service technicians approved by MSOLAR;
 - The module is directly or indirectly affected by power failure, power surge, flood, fire, lightning, mudslide, vandalism, explosion, war, or other force majeure events;
 - There are other third-party modules matched with the products, or the building modules installed with the product are defective;
- 3) The Product Limited Warranty and Limited Maximum Power Warranty do not include any shipping charges, customs clearance charges, any module return charges, shipping charges for module repair or replacement of modules, installation, removal or reassembly costs associated with PV modules, and third-party testing or appraisal costs, if the above costs are incurred during the quality assurance process, the Buyer shall bear them;
- 4) This limited warranty does not apply to abnormal product appearance (including but not limited to scratches, stains, rust, discoloration, or mildew, etc.) or other changes in appearance due to normal wear and tear of product materials. This warranty no longer applies if the module's nameplate or serial number label has been tampered, torn, or otherwise indistinguishable;
- 5) The limited warranty agreement for PV modules does not apply to all types of downgraded modules and no warranty modules that defined in the contract.

b) Limitation of Warranty Scope

- These “Limited Warranty for Standard PV Modules” set forth herein are 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 MSOLAR, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by MSOLAR. MSOLAR 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 module, or from use or installation. Under no circumstances shall MSOLAR 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. As for the single unit of module, MSOLAR’s aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the Buyer.

4. Implementation of Quality Assurance

If the Buyer feels a justified claim covered by this “Limited Warranty for PV Modules”, an immediate notification directly to MSOLAR shall be filed by mailing a (registered/certified) letter in writing to the addresses of MSOLAR listed here under, or, sending an email letter to the email account of MSOLAR listed here under. Together with the notification, the Buyer should enclose evidence of the date of sale on which the solar products have been purchased. If applicable, Buyer’s dealer or distributor will give advice on handling the claim. If further assistance is required, Buyer is invited to contact MSOLAR for instructions. The return of any modules will not be accepted unless prior written authorization has been given by MSOLAR.

In the event a claim arises, the following information for each module in question will be requested:

- Serial number of module(s)
- Picture of the sticker on the back of the module with data clearly visible
- Picture of the front side of the module(s)
- Pictures of the whole array and surrounding environment
- Picture of peak sun hours (Mid-Day between 11am to 3pm) voltmeter reading of the module(s) with a direct connection to the module’s connectors (not through the micro-inverters or any other peripherals)

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- Output readings of the array at peak sun hours (Mid-Day between 11am to 3pm)
- However, if you have access to the following two options, then access to either one will suffice for the last two bullet items above:
- IV Curve Trace measurements of the module(s) (connections must be made to the wires running from the module's junction box; do not connect to the output from a DC Optimizer that is connected to the module) and array (connection to the optimizer leads is permissible for this measurement);
- Provide MSOLAR with the remote access to the PV system's monitoring software, you will want to change the password to one that MSOLAR will use and then change it after MSOLAR has completed its investigation;
- or, you will need to provide a temporary account with full access that will only be used by MSOLAR.

5. Severability

If a part, provision or clause of this "Limited Warranty for Standard PV Modules", 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 "Limited Warranty for PV Modules", and to this end such other parts, provisions, clauses or applications of this "Limited Warranty for Standard PV Modules" shall be treated as severable.

6. Disputes

In case of any discrepancy in a warranty claim, First-class testing agencies such as TUV NORD Yangzhou Opto-Electrical Products Testing Institute, Changzhou Hua Yang laboratory and PI Suzhou laboratory will make final decisions on claims. All fees and expenses shall be borne by the losing party, unless otherwise awarded. At this time, the relevant fees will be executed in accordance with the provisions of the final judgment or award. MSOLAR reserves the final right to interpret the "Limited Warranty for Standard PV Modules".

7. Various

The repair or replacement of the modules or the supply of additional modules does not cause the beginning of new warranty terms, nor shall the original terms of this "Limited Warranty for Standard PV Modules" be extended. Any replaced modules shall become the property of MSOLAR made for their disposal.

MSOLAR has the right to deliver another type (different in size, color, shape and/or power) in case MSOLAR discontinued producing the replaced modules at the time of the claim.

The warranty period of products repaired, replaced or otherwise compensated shall not be extended or renewed. The warranty period of repaired, replaced or additional compensated modules shall be the remaining warranty period of the original product.

8. Warranty Transfer

The Buyer can notify MSOLAR in writing, and with the written approval of MSOLAR, transfer the rights under this "Limited Warranty for Standard PV Modules" to subsequent new owners, provided that:

- 1) The module product remains intact at the initial installation site and the installation position remains unchanged and has not been disassembled;
- 2) The module product sales contract has no remaining arrears or other payables (such as liquidated damages);
- 3) The transfer shall be a whole transfer, not a partial transfer;
- 4) The assignee agrees to be bound by all the terms of this "Limited Warranty for Standard PV Modules".

If MSOLAR requests, the Buyer should provide reasonable evidence to prove the corresponding ownership inheritance or transfer within 15 working days from the date of receipt of MSOLARs' notice, otherwise MSOLAR has the right to refuse to handle the relevant claims and does not need to assume any responsibility for this.

In addition to the above, this "Limited Warranty for Standard PV Modules" shall not be transferred, and any transfer not in accordance with the provisions of this article shall not be binding on MSOLAR. MSOLAR has the right to refuse to deal with the relevant claims without assuming any responsibility.

9. Claim Verification and Remediation Process

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Any claims related to a breach of the Limited Warranty must be made within 30 days of the date such breach is discovered. If Buyer believes there is a claim covered by the above limited warranty, Buyer must initiate a written claim within the warranty period and include the following information: (a) the claimant; (b) a detailed description; (c) supporting materials, including photo or data; (d) serial number of relevant modules; (e) proof of purchase; (f) model of module; (g) location of module; (h) relevant information on grid connection of the power station; (i) other supplementary certification materials required by MSOLAR is mailed or emailed to the following address: 8303 S. New Braunfels Avenue, San Antonio, TX 78235. MSOLAR reserves the right to update the following address at any time, please pay attention to the latest version of the warranty statement.

If the Buyer fails to notify MSOLAR and provide the relevant information according to the requirements (a)-(i) listed above, MSOLAR has the right to refuse to process the alleged claim(s).

After MSOLAR receives the Buyer's claim requirements and complete information materials, it will review and evaluate the relevant claim requests. If MSOLAR deems it necessary, it can send the modules back to the MSOLAR factory for testing. MSOLAR provides the Buyer with a return authorization letter (RMA). In the absence of a return authorization, MSOLAR will not accept the returned modules. If the Buyer returns modules without authorization, the risk (including but not limited to damage and loss of the modules) and the cost of the related modules will be borne by the Buyer.

This warranty is valid for the Buyer, or the transferred owner can provide proof that the modules maintain the original location and installation configuration and have been approved by MSOLAR in writing.

Due to any product quality issue, the Buyer may only make one claim based on this " Limited Warranty for Standard PV Modules" and may not make repeated claims.

Upon receipt of a written claim application, MSOLAR will, at its sole discretion, further verify the purchaser's claim to confirm compliance with the above limited warranty requirements. Then, the Buyer shall return the faulty product or the product that it considers to be faulty according to the written return approval of MSOLAR and the packaging requirements of the returned goods, the disassembly manual of photovoltaic modules and the specifications for unloading, unpacking, and secondary transportation of photovoltaic

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modules. MSOLAR, and bear the transportation costs. If there is no prior written return approval from MSOLAR, or if the purchaser fails to comply with MSOLARs' Returned Goods Packaging and Shipping Guidelines, MSOLAR will have the right not to accept the returned modules.

If according to reasonable judgment MSOLAR verifies that a module does not comply with the limited warranties set forth above, then MSOLAR will at their option either (1) repair the affected module and return it to the Buyer (shipment costs at the Buyer's expense), (2) provide a new or refurbished replacement module to the Buyer (shipment costs at the Buyer's expense), or (3) provide an appropriate residual market value of the reduced performance of module(s) as compensation. Any repair or replacement of an affected module shall not increase the applicable warranty period. In the event that the defective module is no longer produced, cannot be supplied or has been withdrawn from the market, MSOLAR has the right to provide similar modules (similar product size, color, shape and power) as replacement for defective modules, but the performance of the new module will not be lower than the original performance of the defective module. The ownership of the replaced modules is transferred to MSOLAR. Some regions have limitations or exclusions of warranty disclaimers, so the above may not apply.

10. Not Independent Warranties

The Buyer has the right to pursue claims under each of the warranties set forth above; provided that if claims arise under multiple limited warranties from a single incident, then if MSOLAR remedies such incidents as set forth above, MSOLAR shall be deemed to have resolved all applicable warranty claims arising from such an incident.

11. Disclaimer

Except for some of the terms in this limited warranty statement that are expressly excluded or modified in the relevant laws and regulations or the sales contract between the two parties, any warranty and guarantee conditions for the relevant products contained in any other documents that are inconsistent with this limited warranty statement shall be subject to this limited warranty statement.

In the event of any inconsistency among different language versions of this document, the Chinese version shall prevail.

The final interpretation right of all terms or definitions in this document belongs to MSOLAR.

12. Limitation of Liability

To the maximum extent permitted by applicable law, MSOLAR hereby disclaims, and 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 any of its products or their use. To the maximum extent permitted by applicable law, under no circumstances shall MSOLAR be liable to the Buyer, or to any third-party claiming through or under the Buyer, for any lost profits, loss of use, or equipment downtime, or for any incidental, consequential or special damages of any kind, howsoever arising, related to the modules, even if MSOLAR has been advised of the possibility of such damages.

To the maximum extent permitted by applicable law, MSOLAR's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price paid to MSOLAR by the Buyer for the modules. The Buyer acknowledges that the foregoing limitations on liability are an essential element of the agreement between the parties and that in the absence of such limitations the purchase price of the modules would be substantially different. Some jurisdictions limit or do not permit disclaimers of liability, so this provision may not apply to the Buyer.

You may have special legal rights outside of this warranty, and you may have other rights in different countries or regions. This limited warranty does not affect any other special rights you may have. Some regions limit or do not accept disclaimers, so the above may not apply to certain purchasers.