



**MAYSUN SOLAR FZCO**

**Warranty terms for PV**

**Modules**



**Maysun - WARRANTY- 002**

**Version : 2018 - 01**

[www.maysunsolar.com](http://www.maysunsolar.com)



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Maysun Solar FZCO (hereinafter "MAYSUN SOLAR" ) provides limited warranties for crystalline silicon photovoltaic modules (hereinafter "MODULES" )

## 1 - Model of the modules

The warranty terms and conditions apply to MAYSUN SOLAR MODULES of the following types:

PV Modules with 6" Mono-crystalline Silicon Solar Cells:

MSxxxM-72 (xxx=310-380, in increment of 5)

MSxxxM-60 (xxx=250-315, in increment of 5)

MSxxxM-54 (xxx=230-285, in increment of 5)

MSxxxM-48 (xxx=205-255, in increment of 5)

MSxxxM-36 (xxx=150-190, in increment of 5)

PV Modules with 6" Poly-crystalline Silicon Solar Cells:

MSxxxP-72 (xxx=280-340, in increment of 5)

MSxxxP-60 (xxx=235-280, in increment of 5)

MSxxxP-54 (xxx=210-255, in increment of 5)

MSxxxP-48 (xxx=180-230, in increment of 5)

MSxxxP-36 (xxx=140-165, in increment of 5)



For the PV Module types listed above, MAYSUN SOLAR (under the Maysun trademark) shall warrant its performance starting from the date of sale (hereinafter "WARRANTY START DATE" ) shown in the invoice to the immediate customer (hereinafter "CUSTOMER" ) of MAYSUN SOLAR.

## 2 - Limited Product Warranty – Twelve Years Repair, Replacement or Refund Remedy

MAYSUN SOLAR (under the Maysun trademark) warrants that the above listed MODULES, including factory-assembled DC connectors and cables will perform fully compliant to the specifications under normal application, installation, utilization and service conditions. If MODULES fail to conform to this warranty, during the period of 12 years from the WARRANTY START DATE, MAYSUN SOLAR (under the Maysun trademark) will, at its option, either repair or replace the product, or refund the price of the MODULES paid by the CUSTOMER according to the current market price. The repair or replacement or refund remedy set forth in this clause 2 shall be the sole and exclusive remedy provided under the "Limited Product Warranty" and shall not extend beyond the twelve-year product warranty period set forth herein. This "Limited Product Warranty" does not warrant a specific power output, which shall be exclusively covered under clause 3 Limited Peak Power Warranty.



### 3 - Limited Peak Power Warranty - Limited Remedy

For a period of 25 years from the WARRANTY START DATE, concerning the loss of power output compared with the nominal peak power output specified in relevant product data sheet and measured at standard test conditions (STC), MAYSUN SOLAR (under the Maysun trademark) warrants that:

For all MODULES: the peak power output specified in relevant product data sheet has a positive tolerance 0 ~ +5W based on MAYSUN SOLAR (under the Maysun trademark) ex-works testing data.

For all MODULES: the loss of power output should be less than 3 % in the first year, and thereafter, the power output degrades linearly ending more than 80% in the 25th year after the WARRANTY START DATE.

If there is any excess power output loss, and it is determined by MAYSUN SOLAR (under the Maysun trademark) (at its sole and absolute discretion) to be due to defects in material or workmanship, MAYSUN SOLAR (under the Maysun trademark) will, at its sole option:

provide additional MODULES to the CUSTOMER or replace the defective MODULE(s) to make up for such loss in power or

Refund the percentage of the cost of the MODULES (according to the current market price



when CUSTOMER makes the claim) to the CUSTOMER, corresponding to the power loss discrepancy from the warranted value stated above.

#### 4 - Exclusions and Limitations

(1) In any event, all warranty claims must be presented within the applicable warranty period for this Limited Warranty to be effective. The sales receipt from the first CUSTOMER purchase, or other reasonable documentary proof, is required in order to establish the WARRANTY START DATE.

(2) The “Limited Product Warranties” and the “Limited Peak Power Warranty” do not apply to any MODULES which have been subjected to:

Misuse, abuse, neglect or accident in any of the storage, transportation, handling, installation, application, use of service or alteration; or

Non-observance of MAYSUN SOLAR (under the Maysun trademark) Photovoltaic Modules Installation Manual;

Repair or modifications by someone other than a service technician approved by MAYSUN SOLAR (under the Maysun trademark);

Power failure surges, lightning, flood, fire, accidental breakage, actions of third parties, or other events outside MAYSUN SOLAR (under the Maysun trademark) reasonable control,



including without limitation any technological or physical event or condition that is not reasonably known or understood at the time the CUSTOMER purchased the MODULES;

Damages due to abnormal environmental conditions, including, without limitation, improper voltage or its fluctuation, acid rain, mobile or marine environment and other pollution and damages due to defective construction base on which the MODULES are mounted;

Damages due to external corrosion, mold discoloration or the like;

Damages due to movement from their original installation.

(3) Warranty claims will not be honored and immediately rejected if the type or serial number of the MODULES have been altered, removed or made illegible.

## 5 – Liability Limitation of Warranty

This “Limited Warranty for PV Modules” 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 MAYSUN SOLAR (under the Maysun trademark), unless such other obligations or liabilities are expressly agreed to in writing and signed and approved by MAYSUN SOLAR (under the Maysun trademark).

The Limited Warranty does not cover either the installation costs of the MODULES or removal costs of those defective; furthermore similarly does not cover the reinstallation costs of neither of the repaired,



replaced (when new MODULES are provided in exchange of returned initially sold MODULES) or additional MODULES nor the costs of any of the foregoing as well.

However, for accepted warranty claims, MAYSUN SOLAR (under the Maysun trademark) shall assume responsibility for the reasonable and properly evidenced transportation costs of the defective MODULES from the CUSTOMER and of any of the (a) repaired , (b) replaced or (c) additional MODULES, as the case can be, sending back to the CUSTOMER. MAYSUN SOLAR (under the Maysun trademark). liability shall always be subject to the amount the extent of however only to the extent they are reasonable on a typical local standard and are properly documented and evidenced by the CUSTOMER. Under no circumstances shall MAYSUN SOLAR (under the Maysun trademark) be liable for any indirect, incidental, consequential, special, or punitive damages, including, without limitation, loss of profit or revenue, loss of business opportunities, loss of production, loss of goodwill or reputation, arising from the breach of this "Limited Warranty for PV Modules" regardless of the type of claim and even if MAYSUN SOLAR (under the Maysun trademark) has been advised of the possibility of such damages.

The aggregate maximum liability of MAYSUN SOLAR (under the Maysun trademark), if any, in damages or otherwise, shall not exceed of the invoice value as paid by CUSTOMER, for the purchase order including the MODULES which cause damages. The rights and limitations herein shall leave unaffected any legal rights existing under mandatory applicable laws.



## 6 - Obtaining Warranty Performance

If the CUSTOMER has a justified claim covered by this “Limited Warranty for PV Modules” , an immediate notification in writing directly to MAYSUN SOLAR (under the Maysun trademark) shall be filed by mailing a registered letter to the address of MAYSUN SOLAR (under the Maysun trademark) listed hereunder, or, sending an email letter to the email account of MAYSUN SOLAR (under the Maysun trademark) listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULES and the date on which the MODULES have been purchased. An invoice with clear indication of the contract number , purchase date, purchase price, module type, stamp or signature of MAYSUN SOLAR (under the Maysun trademark) or its distributors should also be submitted as part of the evidence. The CUSTOMER should follow the MAYSUN SOLAR (under the Maysun trademark) Customer Claim Procedure set out below in this Limited Warranty.

The return of any MODULES will not be accepted unless prior written authorization has been given by MAYSUN SOLAR (under the Maysun trademark)

## 7 – Severability

If a part, provision or clause of this “Limited Warranty for 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 PV Modules” shall be treated as severable.

## 8 – Technical Disputes

In case of any dispute on technical facts relating to a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland or VDE shall be engaged to provide test results which will be reference to the judgment from technical side. All fees and expenses shall be borne by the responsible party or the final losing party, unless otherwise awarded. The final optional right in connection with test institute shall be owned by MAYSUN SOLAR (under the Maysun trademark).

## 9 – Miscellaneous

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 PV Modules” be extended. Any additional MODULES provided, and any MODULES repaired or replaced, by MAYSUN SOLAR (under the Maysun trademark) under a warranty claim shall be covered by the same “Limited Warranty for PV Modules” terms as the MODULES purchased that were the subject of the claim. Any replaced MODULES shall become the property of MAYSUN SOLAR (under the



Maysun trademark) at its disposal. MAYSUN SOLAR (under the Maysun trademark) has the right to deliver another type (different in size, colour, and shape and/or power) in case MAYSUN SOLAR (under the Maysun trademark) has discontinued producing the same type of product as replaced MODULES.

## 10 - Warranty Transfer

The warranties herein extends only to the original CUSTOMER and, if and so long as the MODULES remain installed at the site where they were first installed, any person to whom title to the MODULES has been transferred.

## 11 - Force Majeure

MAYSUN SOLAR (under the Maysun trademark) shall not be responsible or liable in any way to the CUSTOMER or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Warranty for PV Modules", due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, unavailability of suitable and sufficient labour, raw material ,capacity or technical or yield failures, or any other similar cause or circumstance beyond the reasonable control of such MAYSUN SOLAR (under the Maysun trademark), 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 MODULES . In such cases, performance



by MAYSUN SOLAR (under the Maysun trademark) of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

## 12 – Validity

This Limited Warranty is valid for all MODULES in the defined contract(s) dispatched from MAYSUN SOLAR (under the Maysun trademark) factory.

“Nominal Power in Datasheet” is the power in Watt peak that a PV-module generates in its Maximum Power Point under STC condition. “STC” are as follows:

- (a) Light spectrum of AM 1.5,
- (b) An irradiation of 1000 W per m<sup>2</sup> and
- (c) A cell temperature of 25 °C centigrade at right angle irradiation.

The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of MAYSUN SOLAR (under the Maysun trademark) valid at the date of manufacture of the PV-modules.

## 13 – Applicable Law and Dispute Settlement

This Limited Warranty shall be governed by and interpreted under the laws of Germany (irrespective of its choice of law principles). Except for the technical disputes specified in Section 8 above herein, all disputes arising out of or in connection with this Limited Warranty, unless amicably settled between



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the parties, shall be settled by the competent Munich courts, which the Parties hereby grant with an exclusive jurisdiction. Provided that there is any inconsistency between the sale' s contracts to which this Limited Warranty is attached and this article 13, the terms and conditions of the sales contract shall prevail. This document constitutes part of the contract and valid automatically when the contract is signed.