



For Amosolar PV Modules

GLOBAL LIMITED WARRANTY

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Amosolar Co., Ltd (“Amosolar”) hereby grants the following Global Limited Warranty to the first customer installing (for its own use) (the “Buyer”) any of the specified (and no other) brand models of solar photovoltaic modules of Amosolar listed below and remaining at the original place of installation without having them moved or disassembled after initial installation (the “Products”):

1.Warranted Products

This Global Limited Warranty shall only apply to the following Products under STC as stated on the module rating label. “Standard Test Conditions” are as follows: [a] light spectrum of AM 1.5, [b] an irradiation of 1,000 Watts per square meter and [c] temperature of 25 °C . The measurements are carried out in accordance with IEC61215, and the junction box ports shall be tested on the day of module manufacture according to Amosolar's calibration and test standards. Amosolar’s calibration standards shall comply with the current standards applicable by international institutions at that time.

- (a) Poly crystalline solar panels;
- (b) PERC monofacial crystalline solar panels;
- (c) TOPCON monofacial crystalline solar panels;
- (d) PERC and Topcon Bifacial mono crystalline solar panels;

2.Warranty

1) Limited Product Warranty

a) 10-Year Limited Product Warranty for poly solar panels;

For the Products listed under Sec. (a) Amosolar warrants that for a period of ten years commencing on the Warranty Start Date there will be no defects in material workmanship or manufacture that materially impede the power generation functioning of the Products.

If the Buyer is aware or should have been aware of such design, material, workmanship or manufacturing defects prior to installation of the Products and nevertheless installs the Products without giving Amosolar the opportunity to correct such defects prior to installation, the Buyer shall bear the additional costs incurred by correcting such defects after installation.

This 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 Products (including, without limitation, any scratches, stains, mechanical wear, rust, mold, deformation or discoloration) or any other changes to the Products which occur after delivery (Incoterms 2020) to the Buyer, do not constitute a defect under this Limited Product Warranty.

b) 12-Year Limited Product Warranty for PERC monofacial solar panels;

For the Products listed under Sec.(b) Amosolar warrants that for a period of twelve years commencing on the Warranty Start Date there will be no defects in material, workmanship or manufacture that materially impede the power generation functioning of the Products.

If the Buyer is aware or should have been aware of such design, material, workmanship or manufacturing defects prior to installation of the Products and nevertheless installs the Products without giving Amosolar the opportunity to correct such defects prior to installation, the Buyer shall bear the additional costs incurred by correcting such defects after installation.

This 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 Products (including, without limitation, any scratches, stains, mechanical wear, rust, mold, deformation or discoloration) or any other changes to the Products which occur after delivery (Incoterms 2020) to the Buyer, do not constitute a defect under this Limited Product Warranty.

c) 15-Year Limited Product Warranty for TOPCON and Bifacial solar panels;

For the Products listed under Sec.(c) (d) Amosolar warrants that for a period of fifteen years commencing on the Warranty Start Date (as defined in Sec. 4)) there will be no defects in material, workmanship or manufacture that materially impede the power generation functioning of the Products.

If the Buyer is aware or should have been aware of such design, material, workmanship or manufacturing defects prior to installation of the Products and nevertheless installs the Products without giving Amosolar the opportunity to correct such defects prior to installation, the Buyer shall bear the additional costs incurred by correcting such defects after installation.

This 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 Products (including, without limitation, any scratches, stains, mechanical wear, rust, mold, deformation or discoloration) or any other changes to the Products which occur after delivery (Incoterms 2020) to the Buyer, do not constitute a defect under this Limited Product Warranty.

2) LIMITED POWER WARRANTY

a) 25-Year Limited Power Output Warranty for Poly and Mono backsheet solar panels;

In addition, Amosolar provides power warranty of 25 years, which is commencing on the warranty start date, the remaining power output ratio of our Products listed under Sec.(a) and (b), for the first twelve (12) months after the module was shipped out (first year), any photovoltaic module under normal application, usage, installation and service condition as specified in Amosolar's installation manual will exhibit a power output no less than 97.5% of the P_{max} (i.e., minimum permissible power output for the first year). In each twelve(12) month period (one calendar year) consecutively following the first year, the power output will be no more than $0.70\% * P_{max}$ lower than the minimum permissible power output for the previous calendar year. So by the end of 25 years, at least 80.7% of P_{max} can be achieved. The minimum permissible power output of each calendar year is shown in the table below:

(Remark: According to STC, measurement system uncertainty should be included in all actual power output measurements.)

b) 30-Year Limited Power Output Warranty for TOPCON and Bifacial solar panels;

In addition, Amosolar provides power warranty of 30 years, which is commencing on the warranty start date, the remaining power output ratio of our Products listed under Sec.(c) and (d) as : (i) 2.5% in the first year; (ii) 0.5% each year thereafter until that date which is thirty (30) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 83% of the Nominal Power Output. Notwithstanding anything to the contrary herein, the Degradation Rate for a solar module shall apply only to the frontside power output under STC.

3.Warranty Start Date

The Warranty Start Date is the date of initial installation of the Products or three months after the delivery (Incoterms 2020) of the Products to the Buyer, whichever date is earlier.

4.Exclusions and Limitations

This Global Limited Warranty does not apply to any Products which have been subject to:

- a) Failure to pay the purchase price towards Amosolar or its subsidiaries which have put the module on the market even though (i) the payment was due and (ii) the direct customer who has obtained the module from Amosolar or its subsidiary ("Direct Customer") is not entitled to withhold the purchase price or parts of the purchase price. Amosolar 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 module. In case that Amosolar can reject the claims under this Global Limited Warranty based on this provision, the Buyer can deposit the amount not paid in order to trigger the Global Limited Warranty claims;
- b) Failure to provide proof of purchase or product information;
- c) During the handling (including but not limited to packing/unpacking, loading/unloading, transportation, storage, installation, use, operation or maintenance, etc.) of the Products, failure to comply with the requirements of Amosolar's user manual (as applicable during the validity period of this Global Limited Warranty pursuant to Sec. 11), or rules of use and application for the Products (as defined in Sec. 2, unless otherwise agreed in writing) and its Appendix rules of application for Amosolar modules;
- d) Failing to comply with Amosolar's user manual in terms of the standards of any supporting parts to the Products, or the Buyer has installed any substandard, mismatched, inferior or unqualified supporting (including but not limited to the clamps, etc.), which directly led to the quality problems with Amosolar Products;
- e) Failure to carry out proper operation and maintenance (including but not limited to operation and maintenance requirements requested by Amosolar's applicable user manual or other applicable local laws and regulations of the place of installation);
- f) Service by service technicians who are not qualified under the relevant law and/or applicable regulations at the place of installation;
- g) Change, erasure or illegible-made of the Product's type, nameplate or serial number (other than by any actor omission of Amosolar);
- h) Installation on mobile units (except photovoltaic tracking system), such as vehicles, ships or offshore-structures (except water surface floating systems pursuant to Sec 2);
- i) Exposure to voltage in excess to the maximum system voltage or power surges;
- j) Defective components in the construction on which the module is mounted;
- k) Exposure to mold discoloration or similar external effects;

l) Unauthorized modifications:

- (i) Operation/maintenance by use of unauthorized spare parts;
- (ii) Application under extreme environmental conditions or rapid changes in such environments resulting in corrosion, oxidation, or affected by chemical products;
- (iii) Other acts beyond Amosolar`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.);
- m) Use of the Products in such a manner as to infringe Amo Solar`s or any third party`s intellectual property rights (including but not limited to patents, trademarks, etc.);

5.Repair, Replacement or Refund Remedy

a) As Buyer`s sole and exclusive remedy under this Global Limited Warranty:

- (i) determine a maintenance plan and repair the defective Products; or
- (ii) refund the difference value between the actual STC power and the warranty power of the products.
or
- (iii) refund the salvage value of the defective Products. Or
- (iv) provide additional Products to makeup for the difference between the actual STC power of Products and the warranty power. Or
- (v) replace the defective Products or part thereof by new or remanufactured Products.

During the warranty period, Amosolar shall bear the direct costs of repairing the products and transportation charges incurred in the delivery of the repair, replacement or additional products to the buyer, excluding insurance, air freight, customs clearance, customs duties and other non-seller's costs (e.g. port delays, storage charges due to negligence on the part of the buyer or end-user). During repair and replacement, the costs and other related expenses for the removal, handling, repack, installation or reinstallation shall remain with the Buyer. Beyond the warranty period of Sec. 3), Buyers shall bear all reasonable costs of materials, labor, freight, clearance, removal, repack, installation or reinstallation whatsoever related to repairing or replacement.

Defect Products or end of lifetime Products shall be disposed if legally permissible by the Buyer in accordance with local applicable laws or regulations, unless Amosolar agrees or where legally mandatory takes them back. If Amosolar decides or where legally mandatory takes the defective products back, the goods property of these products shall belong to Amosolar without any limitation.

b) The Global Limited Warranty periods as defined in Sec. 3) a), b), c), d), e), f) shall not extend or renew upon the repair, replacement or offering additional products of defective Products by Amosolar. The Global Limited Warranty period for replaced, repaired or additionally provided Products is the remainder of the Global Limited Warranty period on the original new Products.

c) All other claims under this Global Limited Warranty against Amosolar shall be excluded. Under this limited Warranty, Amosolar 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.

6.Rights and Remedies against Third Parties

This Global Limited Warranty shall be construed as a separate warranty and independent from any other contractual arrangement with third parties relating to the Products. 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 the Buyer may be entitled by agreements with such third parties or by law.

7.Claims Procedure, Notice Periods, Expiration of Global Limited Warranty Claims and Limitations.

a) The Buyer shall notify Amosolar under this Global Limited Warranty using Amosolar's Customer Service Portal at the web address www.amosolarpv.com. At the time of filing the claim, please ensure that the applicant is the owner of the warranty right for the Products or has a valid authorization document issued by the owner of the warranty right for the Products. It is the responsibility of the owner of the warranty right or its authorized representative to cooperate with Amosolar for signing the Warranty Solution Agreement. The notice of claim shall specify the claim along with written proof for the purchase and defect of the Products, including (i) purchasing invoice indicating purchase date, (ii) Products' details, (iii) detailed description of the claim, (iv) serial numbers of all affected Products (in editable form, e.g. Excel document), (v) evidence including photographs and data related to all affected Products and (vi) any additional supplementary information and/or evidence reasonably requested by Amosolar.

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- b) Any dispute on technical facts relating to claims brought under this Global Limited Warranty for defects of Products shall be determined by expert determination. Amosolar and the Buyer will, at the Buyer's or Amosolar's request, jointly appoint as independent expert and appraiser a reputable researcher from a first-class test-institute such as TÜV Rheinland, TÜV SUD or ASU Arizona State University, and so on ("Technical Expert"). The determination by such Technical Expert shall be final, conclusive, binding and enforceable in any proceeding brought hereunder. The Technical Expert shall (i) act as an expert recognized by Amosolar; (ii) allow the parties a reasonable opportunity to make representations and counter-representations; (iii) take those representations and counter-representations into account; and (iv) if required by either party give written reasons for his or her determination.
- c) Any claim for breach of this Global Limited Warranty must be brought within two (2) months after discovery of the breach.
- d) The return of any defective Products will not be accepted unless prior written authorization has been given by Amosolar.

8. Force Majeure

Amosolar shall not be responsible or liable in anyway to the Buyer for any non-performance or delay in Amosolar's performance under this Global 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 Products or the notification of the relevant Global Limited Warranty claim under this limited Warranty.

9. Warranty Assignment

This Global Limited Warranty is transferrable when the Products remain installed in their original installation location without having them moved or disassembled after initial installation.

10. Miscellaneous

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

11. Limitation of Liability

To the maximum extent permitted by applicable law, Amosolar's aggregate liability according to this Global Limited Warranty shall not exceed the purchase price paid by the Buyer for the defective Products in the case of a Global Limited Warranty claim. The Buyer acknowledges that the foregoing limitation of liability is an essential element of this Global Limited Warranty and that in the absence of such limitations the purchase price of the Products would be significantly higher.

12. 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 products.

Sabrina Chen

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