

## Limited Liability Warranty

### **Two (2) Years Limited Product Warranty For Complete Kit**

Shanghai Giga Renewables Co.,Ltd (hereafter is referred to as “Giga Renewables”) warrants its factory-assembled complete Photovoltaic Solar Power System Kit(s), including Solar Module(s) Inverter(s), Solar batteries, PV Combiner Box, cables, connectors etc to be free from defects and/or failure specified for a period not exceeding TWO (2) years from the date of sale to the Buyer as shown in the Proof of purchase.

The Product Warranty for PV Solar System(s) covers (Applicable under normal application, installation, use and service conditions):

- 1) Failure due to defective manufacturing:
  - a) Failure due to oxygenation/distortion of aluminum frame;
  - b) Cracking of the front glass surface due to foreign objects inside the glass; Note: This warranty shall not apply to cracking of glass caused by external shock from flying objects or by external stress.
- 2) Failure due to defective materials:
  - a) Failure due to defective or malfunction of the junction factory-assembled cables and male/female connector;
- 3) Non-conformity to specifications due to faulty production and/or inspection processes.

If PV Solar System(s) fails to conform to this warranty, Giga Renewables will repair or replace the Components, at Giga Renewables's sole option.

The remedies set forth in this clause 1 shall be the sole and exclusive remedies provided under the “Limited Liability Product Warranty For Complete Kit”.

This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under Clause 2 hereinafter (“Guaranteed Peak Power Limited Warranty”).

### **2) Guaranteed Peak Power (Solar Modules) Limited Warranty**

10 years for solar modules

Giga Renewables warrants the power output for PV Modules for a period of ten (10) years from the date shown in the commercial invoice to the Buyer. If the PV Module(s) exhibits a power output less than ninety one point two percent (91.2%) of the minimum “Peak Power at STC” as specified in Giga Renewables's Product Labels, provided that such loss in power is determined by Giga Renewables to be due to defects in material or workmanship during manufacturing and not due to faulty installation, Giga Renewables will at its sole option replace such loss in power by either providing additional Module(s) to the Customer to make up for such loss in power, or by repairing or replacing the defective Module(s).

25 years for solar modules

Giga Renewables warrants the power output for PV Modules for a period of Twenty Five (25) years from the date shown in the commercial invoice to the Buyer. If the PV Module(s) exhibits a power output less than eighty point six percent (80.6%) of the minimum “Peak Power at STC” as specified in Giga Renewables’s Product Labels, provided that such loss in power is determined by Giga Renewables to be due to defects in material or workmanship during manufacturing and not due to faulty installation, Giga Renewables will at its sole option replace such loss in power by either providing additional Module(s) to the Customer to make up for such loss in power, or by repairing or replacing the defective Module(s).

The remedies set forth in this Clause 2 shall be the sole and exclusive remedies provided under the “Guaranteed Peak Power Limited Warranty”.

### **3) Exclusions and Limitations**

All warranty claims must, in any event, be filed within the applicable warranty period.

The “Limited Product Warranties” and the “Guaranteed peak power Limited Warranties” do not apply when:

- 1) The product is improperly installed;
- 2) The product is subjected to inappropriate handling, including handling during transportation or storage;
- 3) The product is installed in a mobile or marine environment, subjected to improper voltage or power surges, or subjected to abnormal environmental conditions (such as acid rain, salt damage or other pollution);
- 4) Inappropriate maintenance, including maintenance by an unauthorized service technician or non-conformance with Amerisolar’s user manual, is performed on the module;
- 5) The product is subject to external accidents such as fire, explosion, and civil disorder;
- 6) The Product’s type, labels, nameplate or module serial number is changed, erased or made illegible;
- 7) Other unforeseen circumstances or causes outside Amerisolar’s control including, but not limited to, surges, lightning, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunami snow damage, etc.

The “Limited Product Warranties” and “Guaranteed peak Power Limited Warranty” cover only the transportation cost for re shipping of any repaired or replaced PV Modules(s), Inverters and or any other components to the place of installation, and do not cover any transportation charges for the return of defective components to Giga Renewables, customs clearance or any other costs related to installation, removal, or reinstallation of the PV Module(s), Inverter(s) and or other components within the kit.

Warranty claims will be honored only if the product can be identified as being manufactured by Giga Renewables, as indicated by product label, serial number, etc or supplied by Giga

Renewables to the client.

#### **4) Limitation of Warranty Scope**

Giga Renewables shall not be liable for any incidental, indirect, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded. Giga Renewables's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase value of the complete solar system kit including PV Module(s), Inverter(s) and or other components as paid by the Buyer.

#### **5) Obtaining Warranty Performance**

This "Limited Warranties for PV Solar System Kit(s)" are applicable only to Buyer who has purchased the PV Solar System Kit(s) directly from Giga Renewables or an Authorized Giga Renewables' Distributor.

- 1) An immediate notification shall be filed directly to Giga Renewables. Together with the notification, the Buyer should provide a description of the claim, the corresponding serial number(s) for solar modules, inverter and or other components in the kit, and Proof of Purchase such as a commercial invoice.
- 2) The return of any Solar Power System Kit(s) will not be accepted unless prior written authorization has been given by Giga Renewables.
- 3) Any replaced Components shall become the property of Giga Renewables. Giga Renewables shall have the right to deliver another type of PV Module(s), Inverter(s) or other components (different in size, color, shape and/or power) in case production has been discontinued at the time of the claim. The repair or replacement of the PV Module(s), Inverter(s) and or other components or the delivery with additional PV Module(s), Inverter(s) or other components does not cause the beginning of new warranty terms, nor shall the original terms of the "Limited Product Warranties" and the "Guaranteed Peak Power Limited Warranty" be extended.
- 4) This warranty is transferable when product remains installed in the original location.
- 5) Buyer shall notify Giga Renewables immediately after discovery of any claim under this Limited Warranty by letter, facsimile or e-mail specifying each alleged claim including evidence of the claims (photos of defective inverters, modules and QC stamps) and the serial numbers of the Product(s) at issue.

Shanghai Giga Renewables Co.,Ltd  
Email: aftersales@GigaRenewables.com

#### **6) Disputes**

In case of any discrepancy in a warranty-claim, a test-institute such as Fraunhofer ISE in Freiburg/Germany, TÜV Rheinland in Cologne / Germany, or ASU Arizona State University shall be involved for final judgment. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

**7) Validity:**

This Limited Liability warranty for solar power system is updated on December 31st, 2021 and shall apply to all Solar Power System Kit(s) sold to the Buyer after this date. This shall be valid until an updated revision is issued.