



CHINT SOLAR(HONGKONG) COMPANY LIMITED

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Declaration Statement

To whom it may concern

CHINT SOLAR (HONG KONG) COMPANY LIMITED (Here under referred to as "Chint") in Australia, would like to inform that from our product range,

Model No. CHSM60M-HC-370 (which are 370wt Mono Half cut cell, 30 and 35mm Frame) – standard mono PV modules sold and delivered through Approved distributors of Chint since 5th Apr, 2021, Chint commits to offer 3 years product warranty in addition to the standard 12 years product warranty, which means all above mentioned products will have 15 years product warranty.

28. 04.2021

CHINT SOLAR (HONG KONG) COMPANY LIMITED.





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LIMITED WARRANTY FOR CRYSTALLINE PV MODULES

(Effective from July 1, 2020)

Chint Solar (Hong Kong) Company Limited (hereafter referred to as “Chint Solar”) provides the limited warranty to purchasers (hereafter referred to as the “customer”) of Chint Solar Crystalline PV modules. The terms of the limited warranty are as follows:

1. Limited Product Warranty – Repair, Replacement or Refund Remedy

Subject to the Exclusions and Limitations in clause 3 herein, Chint Solar warrants its Crystalline PV modules (hereafter referred to as “modules”), including factory-assembled glass, cells, encapsulation material, frame, electric components, Junction box, connector and cable, if any, to be free from defects in materials and workmanship under normal application, operating conditions, use, installation, and maintenance.

For Single Glass and Double Glass product, within a period of 144 months from the date of delivery to the end customers but not later than 6 months after delivery to the first purchaser from Chint Solar, (hereafter referred to as the “warranty start date”).

If a module is found defective in material or workmanship, Chint Solar will, at its sole discretion, repair or replace the defective products, or reimburse the customer an amount equal to the value of the replaced materials or to the left value of the defective products at a fair market price. For clarification purpose: “material or workmanship defects” are defined per IEC 61215-1 Clause 8, IEC 61215-2 Clause 4.1 and IEC 61730-2 Clause 10.2 for visual defects, and per IEC 61215 entire Clause 4 for electrical and mechanical defects.



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Like all materials exposed to different environmental conditions, components of modules are subject to natural degradation (aging) and their appearance may change within the warranty period.

The options to repair or replace defective products, or reimburse the customer an amount equal to the value of the replaced materials or to the left value of the defective products at a fair market price are the only and exclusive remedies guaranteed under this Limited Warranty for Crystalline PV Modules and shall not extend beyond the period of limited product warranty set forth here. Remedies will be performed directly to the end customer only. This Limited Warranty for Crystalline PV Modules does not warrant a specific power output, which shall be exclusively covered under Clause 2 hereinafter (“Limited Peak Power Warranty – Limited Remedy”).

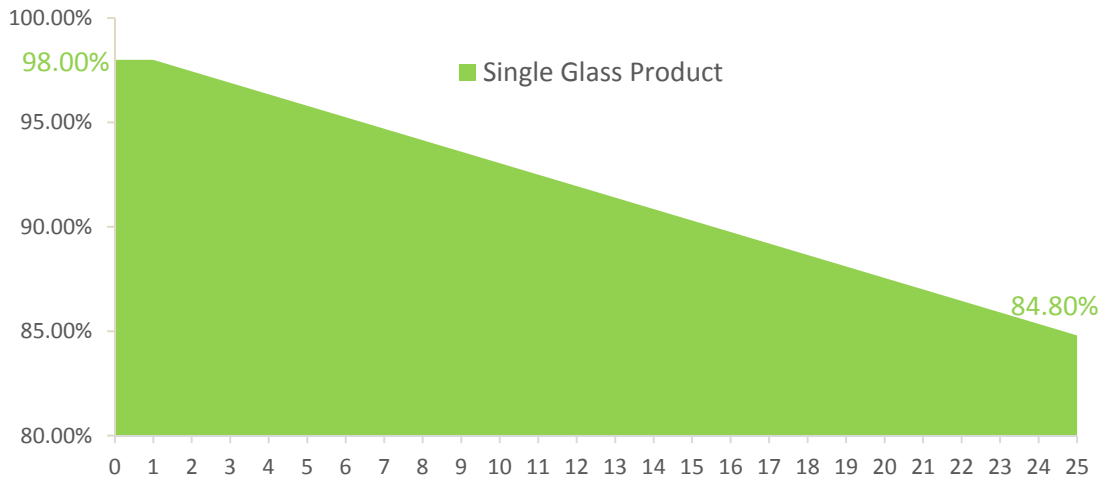
2. Limited Peak Power Warranty – Limited Remedy

Subject to the Exclusions and Limitations in clause 3 herein, Chint Solar warrants that:

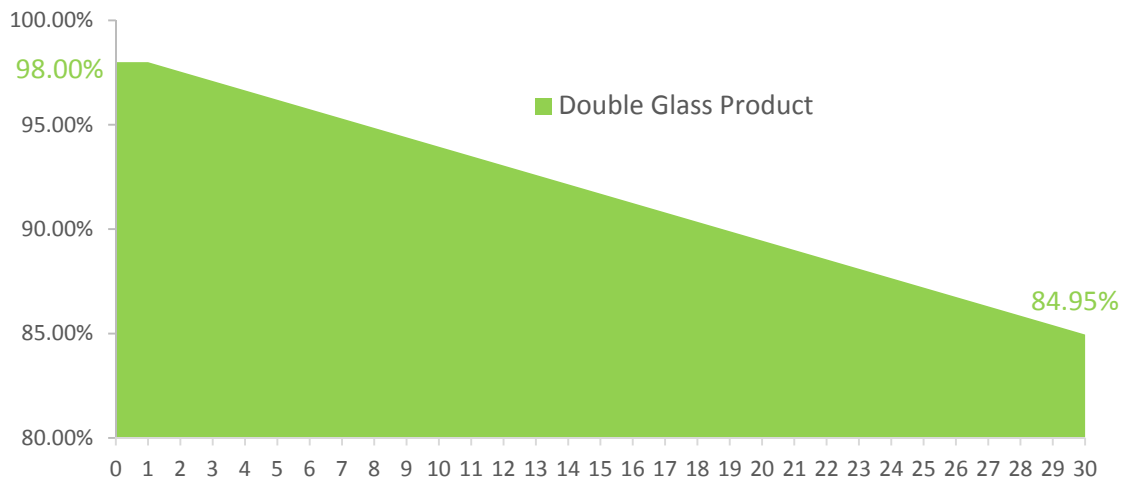
1). Single Glass product exhibits a power output no less than 98% of the nominal peak power specified on the respective datasheet or module label at Standard Testing Conditions (STC, defined as: (a) light spectrum of AM 1.5, (b) an irradiation of 1000 W/m², (c) a cell temperature of 25°C at right angle irradiation.) within the first year from the date of delivery to the end customers but not later than 6 months after delivery to the first purchaser from Chint Solar, (hereafter referred to as the “warranty start date”), and power output declining by no more than 0.55% per year of the nominal peak power as specified on the respective datasheet at



STC from the 2nd year to 25th year. Consequently, at the end of the twenty-fifth year from the “warranty start date”, the modules will still produce a power output of at least 84.8% based on the stated nominal output at STC.



2). Double Glass product exhibits a power output no less than 98% of the nominal peak power specified on the respective datasheet or module label at STC within the first year from the “warranty start date”, and front power output declining by no more than 0.45% per year of the nominal peak power as specified on the respective datasheet at STC from the 2nd year to 30th year. Consequently, at the end of the thirtieth year from the “warranty start date”, the modules will still produce a power output of at least 84.95% based on the stated nominal output at STC.



For the above such loss in power measured by Chint Solar facility or the 3rd party testing institute recognized by both sides, it is determined by Chint Solar (at its sole and absolute discretion) to be due to defects in material or workmanship, is eligible for claim under this Limited Warranty for Crystalline PV Modules. Chint Solar will remedy such loss in power by either providing replacement modules to the customer to make up for such loss in power, or by repairing the defective modules, or by reimbursing the customer an amount equal to the fair market value of the wattage difference between the actually measured power output wattages and the warranted wattages at the time of first filing the warranty claim at the discretion of Chint Solar.

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

Caution: Any power measurement mentioned herein shall be carried out in accordance with IEC 60904 and subjected to - a power measurement uncertainty of $\pm 3\%$.

3. Warranty Exclusions and Limitations



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A. In any event, all warranty claims must be filed in accordance with the instructions outlined in Clause 4 of this Limited Warranty for Crystalline PV Modules, within the applicable warranty period.

B. The Limited Warranty for Crystalline PV Modules does not apply to any modules which have been subjected to:

- Misuse, abuse, neglect or accident;
- Alteration, disassemble, reinstallation, and/or improper installation or application;
- Non-observance of Chint Solar's installation and maintenance instructions;
- Repair or modifications by persons that have not been previously authorized or approved by Chint Solar;
- Failures caused by surrounding equipment of the module;
- Use under unusual conditions or environments (such as high temperature, high humidity and so on) that deviate from the product specifications and installation manual;
- Products are installed on the mobile platforms (except for PV tracking systems) or exposed to the marine environment.
- Use for purposes unrelated to the generation of solar power;
- Connection with any other manufacturer's PV modules, or Chint Solar modules that are a different model or have different power output specifications without Chint Solar's approval in advance.
- Defects occurring during transportation or storage in violation of usual transportation or storage rules or such specified by Chint Solar, after the modules have been delivered to



the customer;

• Naturally occurring scratches, stains, mechanical wear, rust, degradation, discoloring, or other alteration occurring after the shipment from Chint Solar that have no effect on the power generation performance or mechanical strength of the module, but not limited to the below visual alteration during the related warranty period:

- a. Non-significant discoloration of laminate.
- b. Non-significant loss of glass transparency.
- c. Non-significant increase of surface roughness.
- d. Non-significant frame damage due to environmental stress.
- e. Non-significant damage of junction box due to environmental stress or indication of corrosion.
- f. Non-significant damage of connectors and cables due to environmental stress or indication of corrosion.
- g. Non-significant damage of frame fixation due to environmental stress.

• Power failure surges, flood, fire, accidental breakage or other events caused by force of nature, force majeure, or other unforeseeable circumstances outside the range of influence of Chint Solar.

C. Chint Solar undertakes to bear the reasonable transportation costs under the following situations:

(i) With the prior written authorization of Chint Solar, customer transports the defective products to Chint Solar.



(ii) Chint Solar transports the additional, repaired or replacement products to the customer.

However, the aforesaid reasonable transportation costs shall not include any insurance fees, taxes or import and export duties or any costs incurred as a result of the customer's failure to cooperate with Chint Solar, such as storage fees, demurrage, etc. The customer shall provide Chint Solar with the original invoice related to such reasonable transportation costs, otherwise Chint Solar shall not bear such costs.

If Chint Solar opts to repair the products itself, the customer shall cooperate and aid Chint solar in reasonable and practical manners. However, should the repair be made by the customer or the third party entrusted by the customer with approval of Chint Solar, the directly related costs and expenses on material and manpower shall be bore by Chint Solar.

The following costs and expenses shall be bore by the customer no matter whether Chint Solar chooses to repair the defective products (including repair made by customer or third party entrusted by customer), to replace the defective products, or to reimburse the customer:

(i) Costs and expenses incurred in the process of dis-installation and repacking of the defective products, installation of replacement products, and reinstallation of the repaired products; profits loss of the system generation; fees, levies, taxes or other financial duties due in relation to any applicable electronic waste disposal regulations and laws;



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(ii) Any fees, levies, taxes or other financial duties imposed on Chint Solar or imposed on the products in order to comply with the laws, regulations, governmental or judicial decisions, and industrial standards promulgated after purchase of the products.

D. Warranty claims will not be honored if the type or serial number of the modules have been altered, removed or made illegible.

E. Chint Solar 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 modules, including, without limitation, any defects in the modules, or from use or installation. Under no circumstances shall Chint Solar be liable for incidental, consequential, loss of use, loss of profits, loss of revenues, loss of production or special damages. Chint Solar's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value against the affected modules as paid for by the customer.

4. Obtaining Warranty Performance

A. Warranty claims should be sent to (a) the dealer who sold the modules, or (b) the authorized Chint Solar distributor who sold the modules, or (c) Chint Solar directly at the address: 1335 Bin'an Rd, Binjiang District, Hangzhou, 310053, China

B. Warranty claims must be sent by registered mail or courier or any other official written and legal valid document. The claims must include the module model type and the serial number of the defective module(s) (both can be found on the module label), the installation date, location and address of the installation, a precise description of the defect observed



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and (if applicable, additional information that could attribute to the analysis of the defect, photographs of the damaged modules, the circuit diagram of the system, any records from the system data monitoring), accompanied by a copy of the relevant invoice and purchase contract, delivery date, and must state: "We hereby accept, and agree to, the choice of law, the choice of an expert appraiser and the choice of arbitration as set out in Clause 6 of your Limited Warranty for Crystalline PV Modules on which our claim is based." Incomplete notifications claims that do not meet the notification deadline of Clause 4, Section C will not be processed.

C. Any claim under this limited warranty shall be forfeited if (a) the customer does not notify Chint Solar of such claim in writing in accordance with Clause 4 Section A within thirty (30) days after discovering or after the customer should have discovered, the defect claimed under warranty; or (b) the customer does not commence court or arbitration action within six (6) months after proper notification of the claim.

D. Chint Solar is entitled to supply another type of module (if necessary, with other properties) to replace the claimed one if it is no longer in production when the warranty claim is received.

E. The repair, replacement, or additional delivery of a module neither renews nor extends the period of the warranty.

F. Any claimed/defective product that has been replaced by Chint Solar shall become the property of Chint Solar. Chint Solar shall not accept any return of products without Chint Solar's prior written authorization.



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5. Severability

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

6. Disputes

No action, regardless of form, arising out of or in any way connected with this Limited Warranty for Crystalline PV Modules, maybe brought against Chint Solar more than six (6) months after the cause of action has occurred.

Chint Solar may provide these warranty conditions in several languages for the convenience of customers. In the event of deviations, the English version shall prevail.

In the case of a dispute in a warranty claim, a first-class international institute designated by Chint Solar such as Fraunhofer ISE in Freiburg, Germany or TÜV Rheinland in Cologne/China, TÜV SUD in China, Intertek, CSA and other test laboratories (CBTL) accredited by IECCE shall be involved to judge the claim. All fees and expenses shall be borne by the losing party, unless otherwise awarded. If Chint Solar and/or the customer refuse(s) to accept or enforce the award made by the international institute, such dispute shall be finally settled in accordance with the dispute resolution as set out in the purchase



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agreement entered into by Chint Solar and the Customer for purchasing the products. The final right of interpretation shall be vested in Chint Solar.

GLOBAL SERVICE CENTERS

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