Warranty Terms

Limited Warranty for PV Modules

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

Ningbo Cinco Solar Co., Ltd. warrants its PV Modules (MODULES) to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If MODULES fail to conform to this warranty, during the period ending (120) months from the date of sale to the customer of the CINCO SOLAR product (CUSTOMER), CINCO SOLAR will, at its option, either repair or replace the product, or refund the purchase price as paid by the CUSTOMER (SALES DATE). The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the "Limited Product Warranty" and shall not extend beyond the one hundred and twenty (120) months period set forth herein. This "Limited Product Warranty" does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter ("Limited Peak Power Warranty").

2. Limited Peak Power Warranty - Limited Remedy

If, within a period of ten (10) years from the Sales Date any MODULE(s) exhibits a power output less than 90% of the "Peak Power at STC"1 as specified as of the Sales Date in CINCO SOLAR’s Module Parameter List, provided that such loss in power is determined by CINCO SOLAR (at its sole and absolute discretion) to be due to defects in material or workmanship, CINCO SOLAR will, at its sole option, either (1) replace such loss in power by either (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) at the option of CINCO SOLAR or (2) refund the percentage of the cost of the MODULE (as measured by the then prevailing market price for similar MODULES) to the CUSTOMER representing the percentage of the power output less than 90% of the minimum "Peak Power at STC"1 as specified as of the Sales Date in CINCO SOLAR’s Module Parameter List.

From the warranty period of 10 years, if any component fails in the standard test conditions, the maximum power is 90% of the specified value, and if it falls below 90%, the warranty is), (a) replace the defective module; (b) provide additional modules for the power loss; (c) refund the cost of the module at the prevailing market price for similar modules.

If, within a period of twenty five (25) years from the date shown in the invoice to the CUSTOMER any MODULE(s) exhibits a power output less than 80% of the "Peak Power at STC"1 as specified as of the Sales Date in CINCO SOLAR’s Module Parameter List, provided that such loss in power is determined by CINCO SOLAR (at its sole and absolute discretion) to be due to defects in material or workmanship, CINCO SOLAR will, at its sole option, either (1) replace such loss in power by either (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) at the option of CINCO SOLAR or (2) refund the percentage of the cost of the MODULE (as measured by the then prevailing market price for similar MODULES) to the CUSTOMER representing the percentage of the power output less than 80% of the minimum "Peak Power at STC"1 as specified as of the Sales Date in CINCO SOLAR’s Module Parameter List.

From the warranty period of 25 years, if any module fails in the standard test conditions, the maximum power is 80% of the specified value, and if it falls below 80%, the warranty is (a) replace the defective module; (b) provide additional modules for the power loss; (c) refund the cost of the module at the prevailing market price for similar modules.
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From the date of manufacture, 25 years later, if any module has a power output less than 80% of the nominal power as specified in the Module Parameter List as of the date of manufacture.

CINCO SOLAR will, at its option, either (1) replace the defective MODULE(s) at the option of CINCO SOLAR or (2) refund the percentage of the cost of the MODULE (as measured by the then prevailing market price for similar MODULES) to the CUSTOMER representing the percentage of the power output less than 80% of the minimum "Peak Power at STC" as specified in the Module Parameter List.

3. Exclusions and Limitations

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the "Limited Peak Power Warranty".

(1) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.

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

- Misuse, abuse, neglect or accident;
- Alteration, improper installation or application;
- Repair or modifications by someone other than an approved service technician of CINCO SOLAR;
- Power failure surges, lightning, flood, fire, accidental breakage or other events outside CINCO SOLAR's control.

(3) Both the "Limited Product Warranties" and "Limited Peak Power Warranties" do not cover any costs associated with installation, removal or re-installation of the MODULES and (except as explicitly set forth in the final paragraph of Section 5) customs clearance and shipping or any other costs for return of the MODULES.

4. Limitation of Warranty Scope

These "Limited Warranties for Solar Modules" as 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 CINCO SOLAR, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by CINCO SOLAR. CINCO 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.
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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 CINCO SOLAR 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. CINCO SOLAR’s aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER for the single unit of MODULE.

5. Obtaining Warranty Performance

If the CUSTOMER has a justified claim covered by this “Limited Warranties for PV Modules”, an immediate notification directly to CINCO SOLAR shall be filed by mailing a registered letter in writing to the address of CINCO SOLAR listed hereunder, or, sending an email letter to the email account of CINCO SOLAR listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the date on which the MODULES have been purchased.

The return of any MODULES will not be accepted unless prior written authorization has been given by CINCO SOLAR. In connection with both the “Limited Product Warranties” and “Limited Peak Power Warranties”, CINCO SOLAR shall reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repaired or replaced MODULES, only if this cost is authorized by CINCO SOLAR customer service department.

6. 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.

7. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by CINCO SOLAR.

Once a dispute arises, it shall be resolved by a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or ASU Arizona State University. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by CINCO SOLAR.

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8. Others
其他

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 replaced MODULES shall become the property of CINCO SOLAR made for their disposal. CINCO SOLAR has the right to deliver another type ( different in size, color, shape and/or power ) in case CINCO SOLAR discontinued producing the replaced MODULES at the time of the claim.

修理更换的组件或者组件的进一步需求不会产生新的质保条款，原有条款也不能延长。所有更换的组件将成为晶欧公司财产，由晶欧公司自行处理。诉求期间，一旦晶欧公司不再继续生产更换组件，晶欧有权利交付其他型号组件（包括尺寸颜色外形以及功率的不同）。

9. Warranty Transfer
质保转移

This warranty is transferable when the product remains installed in its original location at the warranty registration.
组件在原产地安装时质保将具有可转移性

10. Force Majeure
不可抗力

CINCO SOLAR 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, or any other similar cause or circumstance beyond the reasonable control of such CINCO. In such cases, performance by CINCO of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

由于战争、暴乱、罢工、瘟疫或其他流行病、火灾、洪水或其他类似情形下，超过晶欧可控制范围，而产生的有限功率担保中条款的不履行或延迟履行，晶欧太阳能将不承担责任。

11. Validity
有效期

This "Limited Power Warranty for PV Modules" is valid for all MODULES within 25 years since the date that delivered from the factory.
此条款对任何工厂生产的所有组件有效，有效期自产品出厂之日起25年内。

=1 “Peak Power at STC” is the power in Watt peak that a PV module generates in its Maximum Power Point. “STC” are
as follows: (a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per m² and (c) a cell temperature of 25 degree 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 CINCO SOLAR valid at the date of manufacture of the PV modules.

STC 是最大功率点。STC 是：a）光谱 AM 1.5 b）光照 1000 W / m² c）直角辐照温度 25 摄氏度。在接线盒和连接器终端测试方法符合 IEC 61215，PV组件生产日期校准测试标准都是有效的。

This “Limited Power Warranty for PV Modules” will become null and void if the MODULE is transferred from the original continent of origin (e.g. North America). All customers, direct and indirect, are hereby notified of such potential nullification. 如果组件被从最原始的大陆转移（例如北美），那么组件的有限功率质保将会无效。所有消费者，直接或者间接地，再次都会被通知到此潜在的无效性。

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