



南京索尔玻璃科技股份有限公司

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## 有限质保书

## Limited Warranty Letter

南京索尔玻璃科技股份有限公司（以下简称“南京索尔”），承诺对其太阳能光伏电池双玻组件(以下简称“组件”)提供如下质量性能保证。

Nanjing Solglass Science&Technology Co., Ltd. (hereinafter referred to as "SOLGLASS") undertakes to provide the following quality and performance guarantees for its solar photovoltaic cell double glass module (hereinafter referred to as "Module").

质保起始日：销售之日起（组件需为客户直接安装，不另行销售），或者从组件离开南京索尔委托生产工厂之日起六个月开始，两者均适用则采用最早的日期。

Warranty start date: From the date of sale (Module shall be installed directly for the customer, and will not be sold separately), or six months from the date when module leaves the authorized production plant of SOLGLASS, whichever is applicable, the earliest date shall be adopted.

### 1.产品有限质量保证

#### 1. Limited product quality warranty

南京索尔保证其组件，自质保起始日起后 10 年内，组件可以满足常规运用、使用、和安装，而不出现由于材料、工艺导致的缺陷。如果组件在质保起始日后的相应质保期限内由于材料、工艺导致的缺陷出现故障或者不能运行，在经过由南京索尔与客户预先确定好的第三方独立测试机构的验证确认后，南京索尔提供的补救措施仅限于维修或更换出现问题的组件。维修或更换的补救措施是此“产品有限质量质保”提供的唯一和排他的措施。此“产品有限 质量质保”并不涉及组件的功率输出保证，功率输出保证将在下面第二部分“峰值功率有限保 证”进行专门的描述。

SOLGLASS guarantees that its modules can meet the requirements of routine application, use and installation within 10 years after the start date of the warranty, without defects caused by materials and workmanship. If the modules fail or cannot operate due to defects in materials and workmanship within the corresponding warranty period after the warranty start date, the remedial measures provided by SOLGLASS shall be limited to repair or replacement of the components with problems after verification and confirmation by the independent third-party testing agency determined in advance by SOLGLASS and the customer. The remedial measures for repair or replacement are the only and exclusive measures provided by this "Limited product quality warranty ". This "Limited product quality warranty " does not cover the power output warranty of the components, which will be specifically described in the second part " Limited peak power guarantee " below.

## 2. 峰值功率有限保证

### 2. Limited peak power guarantee

南京索尔提供一个自质保起始日起双玻组件 25 年内的功率输出损失保证。

SOLGLASS provides a guarantee of power output loss of double glass modules within 25 years from the start date of warranty.

(1) 交货组件功率的测量应该在标准测试条件下进行，标准测试条件是指

(a) 光谱调幅 AM1.5;

(b) 1000W/m<sup>2</sup> 照射;

(c) 以正确的角度照射，电池温度为 25 摄氏度。

组件测量根据 IEC61215 (等同 GB/T 9535) 标准进行测试，测试在接线盒终端，南京索尔的校准及测试标准在光伏组件的制造当日有效。南京索尔的校准标准与国际机构认可通过的标准相一致。

(1) The measurement of delivered module power shall be carried out under standard test conditions, which means

(a) Spectral amplitude modulation AM1.5; (b) 1000W / m<sup>2</sup> irradiation;

(c) Irradiate at the right angle, and the cell temperature is 25°C.

Module measurement shall be carried out in accordance with IEC61215 (equivalent to GB/T 9535). The test shall be conducted at the terminal of junction box, and the calibration and test standards of SOLGLASS shall be valid on the manufacturing day of photovoltaic module. The calibration standards of SOLGLASS are consistent with those approved by international organizations.

(2) 买方必须保证对产品合适的搬运、系统设计、安装、使用、环境及维护。

(2) The buyer must ensure proper handling, system design, installation, use, environment and maintenance of the product.

(3) 峰值功率保证

质保起始日起的第一年内衰减在 3%以内，此后每年 0.7%以内，从质保开始日开始后第 25 年的功率输出效率不低于 80%

(3) Peak power guarantee

The power attenuation is within 3% in the first year from the warranty start date, and within 0.7% every year thereafter. The power output efficiency in the 25th year from the warranty start date is not less than 80%

在自质保起始日起 25 年内，南京索尔保证销售出去的任何一块合格组件功率满足上述 功率保证值，如果出现任何被南京索尔证实的超出保证值的功率损失，并且南京索尔单方鉴定后判定功率损失的原因是由于可以归责于南京索尔在材料或者工艺上缺陷造成的，或者进一步（如客户不认同南京索尔的检测结论，并另行提起书面异议及申请第三方鉴定的情况下）由第三方测试机构（客户和南京索尔共同确认选择的）予以确认，南京索尔将自行判断选择 以下任一救济措施，（1）提供给客户额外的组件以弥补上述功率的损失；或（2）维修或 更换缺陷组件并提供至最初销售时的交货地点的免费运送服务。

Within 30 years from the start date of the warranty, SOLGLASS guarantees that the power of any qualified module sold meets the above power guarantee value. If there is any power loss beyond the guarantee value confirmed by SOLGLASS, and after the unilateral identification SOLGLASS determines that the cause of the power loss is due to the defects in materials or technology attributable to

SOLGLASS, or Further (if the customer does not agree with the test conclusion of SOLGLASS, and raises a written objection and applies for the third-party identification), the third-party testing agency (the customer and SOLGLASS jointly confirm the selection) will confirm it, SOLGLASS will choose any of the following relief measures at its own discretion, (1) provide the customer with additional modules to make up for the loss of the above power; or (2) Repair or replace defective modules and provide free delivery to the delivery point at the time of initial sale.

注意：假如客户发现缺陷组件在处理前需要预先退回，其运输费用由客户承担。经过南京索尔自身或第三方测试机构确认判定属于南京索尔质保范围内的责任，合理运输费用可以依据客户提供的合法发票给予赔付。

**Note:** If the customer finds that the defective module needs to be returned in advance before handling, the transportation cost shall be borne by the customer. After confirmation of SOLGLASS itself or a third-party testing agency, if it is determined to be within the scope of SOLGLASS's warranty, the reasonable transportation cost can be compensated according to the legal invoice provided by the customer.

### 3.排除和限制条款

### 3. Exclusions and restrictions

(1) 在任何情况下，所有质保索赔均应在相应的保证期内书面提交至南京索尔，不能超过保证限。

(1) In any case, all warranty claims shall be submitted in writing to SOLGLASS within the corresponding warranty period, which shall not exceed the warranty period.

(2) “产品有限质量保证”以及“峰值功率有限保证”不适用于以下情况的组件：

- 错误使用、滥用、疏忽、故意破坏或意外事故；
- 擅自改造、安装不当或应用不当；
- 未严格遵守生产者指示的修复及修改；
- 未遵守南京索尔的维护说明；
- 电源故障、电源电涌、雷电、水灾、火灾、意外破损或者其他南京索尔不能控制的事件。 (2)

“Limited product quality warranty” and “Limited peak power guarantee” do not apply to modules in the following conditions:

- Misuse, abuse, negligence, vandalism or accident;
- Unauthorized modification, improper installation or improper application;
- Repair and modification not in strict accordance with the manufacturer's instructions;
- Failure to follow the maintenance instructions of SOLGLASS;
- Power failure, power supply surge, lightning, flood, fire, accidental damage or other events beyond the control of SOLGLASS.

(3) “产品有限质量质保”以及“峰值功率有限保证”均不赔偿如下费用：与组件的安装、拆卸或重新安装(除了在第5部分的最后一段所明述的)的相关任何费用，退回组件时产生的清关或其他任何费用。

(3) Neither the “Limited product quality warranty” nor the “Limited peak power guarantee” shall be liable for any costs associated with the installation, removal or reinstallation of the components (other than those described in the last paragraph of Part 5), customs clearance or any other costs incurred in returning the components.

(4) 如组件的类型和序列号已经被更改、擦除或难以辨认，质保要求将不被受理

(4) If the type and serial number of components have been changed, erased or illegible, the warranty requirements will not be accepted

(5) 在有限质保期内的任何质量问题，买方需在发现问题后的 24 小时内以书面形式通知南京索尔，南京索尔将会在接到买方的问题报告后，及时处理。

(5) In case of any quality problem within the limited warranty period, the buyer shall notify SOLGLASS in writing within 24 hours after finding the problem, and SOLGLASS will handle it in time after receiving the buyer's problem report.

#### 4. 质保范围限制

#### 4. Limitation of warranty scope

除非南京索尔以书面的方式明确同意：签署并认可其他义务和责任，否则本有限质保书的保证条款明确代替，并排除其他所有其他明示或暗示的保证，包括但不限于对于商销性的保证、适用于特殊目的、特殊用途或应用的保证，以及其他南京索尔承担的义务或责任。南京索尔不对人身伤害或者财产损失承担责任，不对组件引起或组件相关的原因（包括但不限于组件的任何缺陷，使用和安装产生的任何缺陷）导致的其他损失或伤害承担责任。南京索尔对于任何原因导致的附带性损害、衍生性损害或特别损害、其他直接或间接损害均不承担赔偿责任。因产品无法使用导致的损失；利润损失；生产损失；或者收入损失均在此予以明确排除。南京索尔如果对客户承担赔偿责任，其累计的赔偿总额不超过客户支付的单块组件的发票价值。

Unless otherwise expressly agreed in writing by SOLGLASS: sign and accept other obligations and responsibilities, the warranty clauses of this Limited warranty expressly replace and exclude all other warranties, express or implied, including but not limited to the commercial warranty, warranty applicable for special purpose, use or application, and other obligations or responsibilities undertaken by SOLGLASS. SOLGLASS shall not be liable for personal injury or property loss, and shall not be liable for other losses or injuries caused by or related to the modules (including but not limited to any defect of modules, any defect caused by use and installation). SOLGLASS shall not be liable for incidental, derivative or special damages, other direct or indirect damages caused by any reason. The loss, profit loss, production loss or income loss caused by the unavailability of the product are all clearly excluded here. If SOLGLASS undertakes compensation to the customer, the total amount of compensation shall not exceed the invoice value of the single module paid by the customer.

#### 5. 质保的履行

#### 5. Performance of quality assurance

如果客户认为根据“产品质保”可以提出正当的质保要求，应立即发邮件到下述南京索尔电子邮箱。客户应随通知附上质保证明，对应的组件序列号及购买时间。同时还应该提出能够清晰显示购买日期，购买价格，组件型号，南京索尔的印章或签字的发票作为凭证。

If the customer thinks that it can put forward proper quality assurance requirements according to "Product quality assurance", he shall immediately send a notice by email to the following email address of SOLGLASS. The customer shall attach with the notice the warranty certificate, the corresponding

module serial number and the purchase time. At the same time, it should also provide the invoice that can clearly show the purchase date, purchase price, component model, seal or signature of SOLGLASS as the voucher.

如果组件要运回南京索尔进行检测，维修或者更换，南京索尔向客户提供产品退回授权书。在没有产品退回授权书的情况下，南京索尔将不接受退回的组件。在客户服务部门批准的情况下，与“产品有限质量质保”以及“峰值功率有限保证”相关合理的、正常的和有文件证明的组件海运运输费用（含退回的费用以及维修、更换后的组件的再次运送费用）将由南京索尔向客户进行补偿。

If the modules are to be returned to SOLGLASS for testing, repair or replacement, SOLGLASS shall provide the customer with the product return authorization. In the absence of a product return authorization, SOLGLASS will not accept returned modules. With the approval of the customer service department, the reasonable, normal and documented ocean transportation cost of components related to the "Limited product quality warranty" and "Limited peak power guarantee" (including the returned cost and the re-transportation cost of the repaired and replaced components) will be compensated by SOLGLASS to the customer.

## 6. 质保的转让

### 6. Transfer of warranty

组件未安装使用、组件的原始安装位置未变动，并且必须保证对其合理的搬运、系统设计、安装、使用、维护及有适当的工作环境时，本质保方可转让。

Only when the modules are not installed and used, the original installation position of the modules is not changed, and the reasonable handling, system design, installation, use, maintenance and proper working environment of the modules must be guaranteed, can this quality assurance be transferred.

## 7. 争议

### 7. Disputes

如果在质保索赔上发生分歧，国内一流的测试机构如 Tüv, Intetec, UL, CQC 等可以被邀请参与裁定最终的索赔。所有的费用由败诉方承担，除非另有判决另有规定。南京索尔保留最终解释权。进一步的分歧解决要求按照预先签订的主要销售合同中规定的经过双方同意的可适用的司法管辖权来执行。如对本有限质保其它语言版本存在争议，以中文版为准。本有限质保书最终解释权归南京索尔所有。

In case of any disagreement on the warranty claim, domestic first-class testing institutions such as Tüv , Intetec , UL , CQC, etc. can be invited to participate in the determination of the final claim. All expenses shall be borne by the losing party, unless otherwise stipulated in the judgment. SOLGLASS reserves the right of final interpretation. Further dispute resolution is required to be conducted in accordance with the applicable jurisdiction agreed by both parties in the pre signed main sales contract.

In case of any disputes on other language versions of this Limited warranty, the Chinese version shall prevail. The final interpretation right of this Limited warranty belongs to SOLGLASS.

## 8. 变更

## 8. Change

组件的维修、更换或是提供额外组件的组件并不表示质保期限重新开始，此“产品质保”的原有期限不会重新计算延期。任何被更换后的组件均为南京索尔所有，并由其全权处理。如在索赔发生时南京索尔已停止供应同问题组件相同型号的组件，南京索尔可自行选择提供其他型号的组件（与原始组件相似）不论是新的品牌或原始品牌。

Repair or replacement of modules or providing additional components does not mean that the warranty period will be renewed, and the original period of this "Product warranty" will not be recalculated. Any replaced modules shall be owned by SOLGLASS and shall be fully handled by it. If, at the time of the claim, SOLGLASS has stopped supplying modules of the same type as the problem module, SOLGLASS may, at its own option, provide modules of other types (similar to the original module) whether new or original brand.

## 9. 不可抗力

### 9. Force majeure

对如因自然灾害、战争、骚乱、罢工、以及其他南京索尔无法预见的不可控事件（包括但不限于任何组件产品销售或用户提出质保要求时，南京索尔无从了解的技术、自然事件或自然条件）等引起的组件缺陷或功率衰减，南京索尔对消费者和最终用户及任何第三方都不负任何责任。

For module defects or power attenuation caused by natural disasters, wars, riots, strikes, and other unforeseen and uncontrollable events (including but not limited to any technology, natural events or natural conditions unknown to SOLGLASS when any module product is sold or the user puts forward warranty requirements), SOLGLASS is not responsible for consumers, end users and any third parties.

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