

## LIMITED WARRANTY FOR PV MODULES

HORAY SOLAR CO., LTD (hereinafter referred to as “HoRay”) guarantee the solar module we designed and produced meet the requirements for long-term use, we hereby provide the following limited guarantees:

### 1. LIMITED PRODUCTION WARRANTY

HoRay guarantees that the PV module produced by us are free from any defects in materials and workmanship under normal installation, usage, and maintenance conditions. If there are quality problems in the use of modules due to materials or workmanship within 15 years from the date of delivery, HoRay will repair or replace these modules after confirming that they meet the compensation conditions, and the specific method shall be determined by HoRay. This guarantee is only applicable during the above-mentioned period.

### 2. LIMITED POWER WARRANTY

2.1 HoRay warranty: within 10 years from the date of shipment, if under standard test conditions (irradiance  $1000\text{W}/\text{m}^2$ , spectrum AM1.5, temperature  $25^{\circ}\text{C}\pm 2^{\circ}\text{C}$ ), the output power of any module is lower than 90% of the rated power of the module. HoRay has confirmed that the attenuation of these power is caused by the module material or workmanship, HoRay will repair or replace these modules, or provide additional modules to make up for the missing output power, but will deduct the power attenuated during the used cycle. The specific method will be decided by HoRay.

2.2 HoRay warranty: Single glass module-within 25 years from the date of shipment, double glass module-within 30 years from the date of shipment, if under standard test conditions (irradiance  $1000\text{W}/\text{m}^2$ , spectrum AM1.5, temperature  $25^{\circ}\text{C}\pm 2^{\circ}\text{C}$ ), the output power of any module is lower than 80% of the rated power of the module. HoRay has confirmed that the attenuation of these power is caused by the module material or workmanship, HoRay will repair or replace these modules, or provide additional modules to make up for the missing output power, but will deduct the power attenuated during the used cycle. The specific method will be decided by HoRay.

This warranty is only applicable during the above-mentioned period.

### 3. DISCLAIMER AND RESTRICTION

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

3.2 If the damage to the Solar module is caused by below, above mentioned “Limited production warranty” and “Limited power warranty” are not applicable.

- a. Negligence in storage, transportation or handling.
- b. The Solar modules are misoperated, or improperly used, misused, or subjected to accidents;
- c. Self modifying, improperly installed or used.
- d. The damage caused by repair or modification in any way by any person not authorized by HoRay.
- e. Damage caused by external influence: such as defective system design, configuration, structural drawing

or installation scheme, quality problems of system parts connected to modules (such as wiring, inverter, etc.), or pollution or damage caused by soil on front windshield, smoke, salt, acid rain and other factors;

f, Damage caused by use on moving objects(e.g. cars, ships, etc)

g. Damage caused by natural forces, force majeure or factors beyond the control of HoRay, such as earthquake, typhoon, tornado, volcanic eruption, flood, lightning, heavy snow, war, etc;

h. Unknown industry technical defects on delivery.

3.3 If the serial number of Solar module has been changed, moved or illegible, it will no longer have the corresponding warranty.

3.4 The limited warranty does not cover the transportation costs and customs clearance costs of the corresponding returned components and re-shipment due to the repair or replacement of modules, nor does it include the costs of installation, disassembly or reinstallation of these modules.

3.5 HoRay is only responsible for the direct loss of modules, and will not be liable for any occasional, incidental, consequential, indirect and punitive loss or damage.

3.6 The limited warranty does not apply to special and substandard module.

#### **4. OTHER TERMS**

If the complained modules is no longer produced during the complaint period, HoRay has the right to provide modules of other sizes, types, colors and different powers. The repair, replacement or provision of additional modules shall not result in the renewal or extension of the warranty period, and the warranty period of modules shall still be implemented in accordance with the foregoing provisions. The ownership of the replaced modules is owned by HoRay.

#### **5. RANGE**

The above warranty replaces and excludes any other express or implied warranties, including but not limited to: the warranty stipulated in the corresponding commercial laws and the warranty of the applicability of the product to a specific purpose, as well as any other obligations and liabilities of HoRay but if HoRay has no corresponding warranty under this warranty unless the obligations and responsibilities are expressly guaranteed in writing.

#### **6. SEVERABILITY**

If any part or any provision of this limited warranty is held to be invalid or unenforceable, or the applicability of such part or provision to certain persons or circumstances is held to be invalid or unenforceable, such determination shall not affect the validity of any other part or provision of this warranty or the applicability of this warranty. Other parts or terms of this guarantee or the applicability of this guarantee shall remain independent and effective.

#### **7. CLAIM INDEMNITY**

If the customer believes that its complaint is completely reasonable and falls within the scope of this

warranty, it shall immediately notify HoRay in writing by mail or e-mail, and attach relevant modules defect evidence, relevant serial number information and copies of sales invoices of HoRay. HoRay will not accept modules returned without written notice.

### **8. FORCE MAJEURE**

For any unforeseen events beyond the control of HoRay due to natural disasters, war, riots, strikes, lack of appropriate or sufficient labor force, lack of raw materials, technology and production negligence, including but not limited to any technical or natural conditions and conditions that HoRay could not reasonably know or understand when selling modules or making compensation, As a result, HoRay is unable to perform or delay the performance of any sales terms and conditions, including this "LIMITED WARRANTY FOR PV MODULES", HoRay will not be responsible, nor will it assume any responsibility for the customer or any third party.

### **9. Dispute**

If there is any objection to any warranty ,a final decision shall be made through such a proposal by a first-class international inspection institution, such as the SGS TUV inspection institution. The expenses incurred shall be borne by the losing party. Any dispute arising out of this limited warranty or in any form relating to this limited warranty shall be submitted to HoRay Solar within one year after the cause of the dispute, and shall not be accepted for more than one year.

### **10. PERIOD OF VALIDITY**

This warranty applies to the delivery modules from January 1, 2022 to December 31, 2023.

#### **Note**

This limited warranty applies to Chinese law.

All interpretation rights of the "LIMITED WARRANTY FOR PV MODULES" belong to HoRay.

**HORAY SOLAR CO., LTD**  
**2022-11-23**