

# WARRANTY CONDITIONS

## For the AlphaESS Heterojunction Photovoltaic Modules Series

### Products

This Limited Warranty for Heterojunction Photovoltaic Modules is only applicable to the following heterojunction photovoltaic modules series (hereinafter referred to as "modules") of Alpha ESS Co., Ltd.:

- Heterojunction Photovoltaic Modules (AL-182-B108-DS430/AL-182-B108-DS435/AL-182-B108-DS440/AL-182-B108-DS445/AL-182-B108-DS450/AL-182-B108-DSN430/AL-182-B108-DSN435/AL-182-B108-DSN440/AL-182-B108-DSN445/AL-182-B108-DSN450).

### Scope of Warranty

The terms of this Limited Warranty for Heterojunction Photovoltaic Modules are applicable to end users and are transferable if the installation location of the modules remains unchanged and the inheritance or transfer relationship can be fully proven; the transferred Warranty will continue to be valid for the remaining Warranty Period of this Limited Warranty.

This Limited Warranty Statement applies only to modules sold and installed in Europe (including member states in the European Economic Area, the European Free Trade Association, and the European Union, and the United Kingdom), Australia, New Zealand, Japan, and the Republic of Korea.

If any part, clause or provision of this Limited Warranty for Heterojunction Photovoltaic Modules or its application to any person or circumstance is deemed invalid or unenforceable, the validity of other parts, clauses or applications of this Limited Warranty shall not be affected. Therefore, the other parts, clauses or applications of this Limited Warranty shall be considered as separable.

## 1. Warranty Period

### 1.1 Product Warranty

AlphaESS guarantees the performance of its modules to the Buyer (hereinafter referred to as the "customer") who directly purchases the above-mentioned series of modules from AlphaESS or its authorized distributors for self-use. The Warranty Period starts from (1) the date the module is delivered to the customer (subject to the presentation of the original delivery certificate and payment certificate by the customer), or (2) the expiration date of six months after the module leaves AlphaESS Factory, whichever is earlier ("Warranty Start Date").

## 1.2 Performance Warranty

The actual output power of the module can only be measured under standard test conditions (STC), and the measurement shall be performed by AlphaESS or a third-party testing institution designated by AlphaESS and carried out at the connector or junction box terminal according to IEC 61215. The standard test conditions are: (a) radiation intensity 1000W/m, (b) module temperature 25°C under right-angle radiation, and (c) spectrum AM1.5. AlphaESS guarantees that the natural attenuation of module output power will remain at the following levels within thirty (30) years from the Warranty Start Date:

- (i) The actual power attenuation of the module shall not exceed 1% in the first year;
- (ii) The average annual attenuation of actual power from the second year to the 15th year does not exceed 0.375%; by the 30th year, the actual output power shall not be less than 88% of the rated power.

If, at the discretion of AlphaESS, within thirty (30) years after the Warranty Start Date, the actual output power attenuation of any module fails to meet the warranty requirements due to quality defects, AlphaESS may choose any of the following methods for replacement:

- (a) Provide customers with additional modules to compensate for power loss;
- (b) Replace defective modules or parts with modules or parts of equivalent functionality. The compensation provided under Article 1.2 shall be the only and exclusive compensation for the Limited Warranty of Electrical Performance.

## 2. Replace, Repair or Refund

AlphaESS guarantees that its modules are free from major defects in design, materials and process that would affect the performance of the modules under the condition of

normal use, installation, and service (including maintenance) in compliance with the standards listed in the Modules Installation Manual and other technical data provided by AlphaESS. Normal tear and wear are not considered as major defects.

If the module is within thirty (30) years after the Warranty Start Date, and it is confirmed in writing by AlphaESS or verified through inspection by an independent third-party testing institution (selected and confirmed in advance by AlphaESS and the customer) that the module does not meet the warranty requirements, AlphaESS may choose to repair, replace or refund the corresponding amount of money at the price when the modules were sold and deduct the annual depreciation loss (3.3% per year, as the expected service life of the modules is 30 years). AlphaESS's unilateral choice of repair, replacement, or refund is the only and exclusive compensation under this Limited Warranty, and shall not exceed the stipulated Warranty Period.

This Limited Warranty does not guarantee the specific output power of the modules, and the output power warranty is in accordance with Article 1.2 ("Performance Warranty").

### **3. General Exclusions**

(1) In any case, all warranty requirements must be received within the validity Warranty Period.

(2) This Limited Warranty of Product Quality and Electrical Performance does not cover modules that suffer the following circumstances:

- (a) Misuse, abuse, negligence or accidents;
- (b) Alteration, improper installation or application;
- (c) Failure to comply with AlphaESS's Installation Manual or maintenance requirements;
- (d) Usage without AlphaESS's approval in extreme environments (such as extremely hot and humid conditions), high-density dusty environments, environments affected by chemical products, or rapidly changing application environments leading to product corrosion and oxidation;
- (e) Power failure surges, lightning storms, floods, fire, accidental damage or other events beyond AlphaESS's control;

(f) Change of the original installation location or installation structure;

(g) Repair or adjustment conducted by individuals not approved as service technicians by AlphaESS.

(3) This Limited Warranty of Product Quality and Electrical Performance does not cover any costs related to the installation, removal or reinstallation of modules, and customs duties, transportation costs, and any other costs related to the return of modules.

(4) If the type number and serial number of modules are changed, removed or become difficult to identify without the written authorization of AlphaESS, the Warranty Claim will not be supported.

(5) In the event of force majeure, including but not limited to natural disasters, wars, riots, strikes, plagues or other infectious diseases, wildfires, floods, as well as any non-performance or delayed performance of sales terms and agreements (including this Limited Warranty for Heterojunction Photovoltaic Modules) caused by similar reasons or circumstances beyond AlphaESS's control, AlphaESS shall not be held liable to customers or third parties in any way. In such circumstances, AlphaESS will suspend the performance of this Limited Warranty and shall not be held liable for any delays caused by such reasons during this period.

## **4. Non-Applicability of Warranty Claims**

Any notice under this Limited Warranty for Heterojunction Photovoltaic Modules shall be made in writing. Email Notifications should be sent to [info@alpha-ess.com](mailto:info@alpha-ess.com).

If requested by AlphaESS, customers should provide their contact information in time. For clarity, a notice sent by Email alone does not constitute a qualified notice as required by this article.

## **5. Warranty Restrictions**

Unless explicitly agreed upon, signed, and approved in writing by AlphaESS, the Limited Warranty for Heterojunction Photovoltaic Modules stipulated in this article explicitly replaces and excludes all other express or implied warranties (including but not limited to commercial warranties and warranties applicable to special purposes, uses or applications), as well as all other obligations and responsibilities of AlphaESS.

AlphaESS is not liable for personal injury or property damage, and is not liable for any other losses or injuries caused by or related to modules (including but not limited to any defects in modules, any defects in the use and installation of products).

Under no circumstances shall AlphaESS be held liable for collateral, indirect, punitive or special losses arising from any cause. AlphaESS is not responsible for any loss of utility, production, income or profit. If AlphaESS assumes damages or other liabilities to the customer, its cumulative liability shall not exceed the invoice value of defective modules paid by the customer.

## **6. Dispute Resolution**

Any discrepancies arising from Warranty Claims shall be conclusively determined by world-class testing institutions such as TV SUD, Interket, UL, CQC and CGC. Unless otherwise specified in the award, all expenses shall be borne by the losing party. The final interpretation right belongs to AlphaESS.

Any dispute settlement will be governed by the applicable law agreed upon in the sales contract signed by both parties.

## **7. Claims Process**

The customer is responsible for providing evidence to support their Claim. If the customer believes that the modules do not meet the Limited Warranty of Product Quality or Electrical Performance (hereinafter referred to as the "warranty"), they must promptly inform AlphaESS in writing within 30 days of becoming aware of such information. The notification should be sent to AlphaESS via Email at [info@alpha-ess.com](mailto:info@alpha-ess.com) and should include the following details: (a) the claimant; (b) a detailed description of the situation; (c) supporting materials, including photographs or data; (d) Serial Numbers of the modules involved; (e) Warranty Start Date; (f) module type; (g) location of modules; (h) a clearly identifiable sales contract or payment voucher; (i) any other supplementary certification materials required by AlphaESS; and (j) modules that do not meet the warranty requirements upon the request of AlphaESS.

Return of any modules without prior written authorization from AlphaESS will not be accepted. According to the Limited Warranty of Product Quality and Electrical Performance, AlphaESS will compensate the customer for the usual, reasonable and recorded shipping

freight for returning, re-transporting or replacing the products, but the freight must be approved by AlphaESS Customer Service Department.

## 8. Contact Details

This Warranty is offered by Alpha ESS Co., Ltd., No. 1086 Bihua Road, Tongzhou District, Nantong City, Jiangsu Province, China 226300.

For any questions, please contact 0086-(0)513-80606891.

## 9. Miscellaneous

The repair and replacement of modules or the supply of additional modules will not initiate a new Warranty Period, nor will it extend the original Warranty Period specified in this Limited Warranty for Heterojunction Photovoltaic Modules. All replaced modules become the assets of AlphaESS and will be disposed of by AlphaESS at its sole discretion. If AlphaESS has ceased production of the products to be replaced at the time of the Claim, it has the right to provide other types of products (different models, colors, shapes or powers).