

## Limited Warranty for DAH Solar PV Modules

### M6/M10 cells Bifaciais serial Modules

This Limited Warranty applies to the following modules	
<b>Cells Type</b>	<b>72 cells</b>
M6 (166mm)	DHM-72L9/BF-xxxW
<b>M10</b> (182mm)	DHM-72X10/BF-xxxW
	DHT-M72X10/BF-xxxW
	Applicable to Bifacial Modules ( Including Bifacial Full Screen Modules)

#### A. 12 Years Limited PV Modules Warranty

DAH Solar warrants the PV Modules to be free from the defects and/or failures specified below for a period not exceeding twelve (12) years from the date of sale to the original buyer :

- 1). Defects and/or failures due to manufacturing;
- 2). Defects and/or failures due to materials;
- 3). Cracking of the front glass surface due to foreign objects inside the glass;

Note: Claims under this warranty will only be accepted if the Buyer can prove that the malfunctioning or nonconformity of the Products results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in DAH Solar's standard product documentation. This Limited Product Warranty does not warrant a specific power output of the Products, which shall be exclusively covered under the Limited Performance Warranty elaborated below.

#### B. Limited Power Output Warranty of 30 years

Subject to DAH Solar determining in its sole discretion that any power loss is due solely to defects in materials or workmanship, DAH Solar warrants the power output of the PV Modules as follows:

- 1) During the first year, DAH Solar warrants the actual power output of the Products will be no less than 98% of the labeled power output.
- 2) From year 2 to year 30, the actual annual power decline will be no more than 0.45%; by the end of year 30, the actual power output will be no less than 84.95% of the labeled power output.

\*The actual power output of the Products shall be determined for verification using Standard Testing Conditions only. The actual power output measurement is either carried out by a DAH Solar facility or by a DAH Solar recognized third-party testing institute. Testing equipment uncertainty will be applied to all actual power output measurements. Standard Test Conditions are: Air mass 1.5, wind speed 0m/s, irradiance 1000W/m<sup>2</sup>, cell temperature 25°C

#### C. EXCEPTIONS

The limited warranties set forth herein **DO NOT** apply to any Products: 1) for which DAH Solar has not received all or part of the due payments from the Buyer; 2) which have been subject to negligence in transportation, handling, storage or use; 3) which have been repaired without DAH Solar's authorization or in any way tampered with; 4) which have been subject to extraordinary salt or chemical exposure; 5) which have been subject to improper installation, application, alteration, unauthorized service, or improper system design which caused constant shading to the Products; 6) which have been subject to power failure or surges, flood, fire, direct or indirect lightning strikes, or other acts of nature; 7) which have been

subject to accidental breakage, vandalism, explosions, acts of war, or other events outside DAH Solar's control; or 8) which have been moved from its original installation location. In addition, the limited warranties do not apply to any deterioration in the appearance of the Products (including, without limitation, any scratches, stains, rust, discoloration, or mold) or any other changes to the Products in appearance stemming from the normal wear and tear over time of product materials. Also, no warranty claim may be made if the product label, type or serial number of the applicable Products has been altered, removed or made illegible.

#### **D. REMEDIES**

In respect of the Twelve (12) Year Limited Product Warranty, if DAH Solar verifies in its reasonable judgment that the Products fail to conform to the terms of the Limited Product Warranty set forth herein, DAH Solar, at its option, will provide one of the following remedies: 1) repair the Products; 2) replace the Products with new products whose labeled power wattages equal to or exceed the Warranted Wattages of replaced Products (the Warranted Wattages is defined as the contracted power wattages of the Products minus the permissible accumulated degradation); or 3) provide a refund of the fair market value of the Products assessed based on the Warranted Wattages at the time of claim. In respect of the Twenty-Five (25) Year Limited Performance Warranty, if DAH Solar verifies in its reasonable judgment that the Products fail to conform to the terms of the Limited Performance Warranty set forth herein, DAH Solar, at its option, will provide one of the following remedies: 1) repair the Products; 2) replace the Products with new products whose labeled power wattages equal to or exceed the Warranted Wattages of replaced Products; 3) provide additional Products to make up the wattage difference between the actual measured power output wattages of the Products and the Warranted Wattages; or 4) provide a refund of the fair market value of the wattage difference between the actual measured power output wattages and the Warranted Wattages. All remedies under this limited warranty statement shall be calculated based upon the Warranted Wattages of the Products at the time of first reporting of the warranty claim.

SPECIAL NOTE:1. Unless otherwise agreed by the Parties in written, the repaired module(s) or replacement module(s) will be delivered by the Supplier in accordance with the same Incoterms and destination as the relevant module supply contract. The insurance, freight, customs clearance fees and other reasonable expenses shall be borne in accordance with the Incoterms in the original module supply contract. In the case that the Customer pays for such costs in advance, and expects to contact the Supplier for compensation for such aforesaid costs, the Customer shall provide the invoices to evidence that such costs are incurred from related service providers. Costs incurred due to dismantling, repacking, installation or reinstallation the module(s) and other related expenses shall be borne by the Customer.

#### **E. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DAH SOLAR HEREBY DISCLAIMS, AND 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 ANY OF ITS PRODUCTS OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL DAH SOLAR BE LIABLE TO THE BUYER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE BUYER, FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE PRODUCTS, EVEN IF DAH SOLAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DAH SOLAR'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO DAH SOLAR BY THE BUYER FOR THE PRODUCT IN THE CASE OF A WARRANTY CLAIM. THE BUYER

ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE PRODUCTS WOULD BE SUBSTANTIALLY DIFFERENT. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS.

#### **F. Force Majeure**

Force Majeure refers to unforeseeable, unavoidable and insurmountable objective conditions in practice, including but not limited to war, riot, strike, epidemic, quarantine, traffic control and other social events; and earthquake, fire, flood, blizzard, hurricane, lightning, natural disaster and other natural disaster; or due to lack of adequate or adequate labor force, shortage of raw materials or inability to produce capacity, technology or output, or delay not caused by either Party due to delay of construction period due to approval delay of non-municipal supporting facilities; or the delay caused by national laws, regulations, administrative rules or orders and any unforeseeable events beyond the control of the Supplier. Upon occurrence of Force Majeure or its continuing, in sales or defective product warranty claim, the Supplier cannot fulfill or delay in performance of its obligations under this "Limited Warranty", the Supplier shall be free of any liability to the loss or damages incurred therefrom, but the Supplier shall promptly notify the Customer regard to the Force Majeure, and shall negotiate with the Customer in time to take necessary measurements to minimize the impact of the Force Majeure.

#### **G. Validity**

This Limited Warranty shall be valid until a new revision is issued by DAH SOLAR.