



Yangzhou K.D New Energy Technology Co., Ltd

Limited Warranty for Crystalline PV Modules

Yangzhou K.D New Energy Technology Co., Ltd provides limited warranty to purchasers (hereafter Referred to as the “customer”) of K.D Energy crystalline products. The terms of the limited warranty are as follows:

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

K.D Energy warrants its crystalline photovoltaic solar modules (hereafter referred to as “modules”),

including factory-assembled



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DC connectors and cables, if any, to be free from defects in materials and workmanship under normal application, conditions, use,

Installation, and maintenance, within a period of 60 months from the day that the modules are delivered to the original customer,

(Hereafter referred to as the “warranty start date”).

If a module is found defective in material or workmanship, K.D Energy will, at its sole discretion, repair or replace the module, or

Refund the purchase price as paid by the customer within the above specified period according to the type of defect.

Repair, replacement, and refund of the purchase price are the only and exclusive remedies guaranteed under this Limited



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Warranty for Crystalline PV Modules and shall not extend beyond a period of 60 months set forth here. Remedies will be performed directly to the customer only. This Limited Warranty for Crystalline PV Modules does not warrant a specific power output, which shall be exclusively covered under Clause 2 hereinafter (“Limited Peak Power Warranty – Limited Remedy”).

2. Limited Peak Power Warranty – Limited Remedy

K.D Energy warrants that any module(s) exhibiting a power output less than 90% of the minimal peak power at Standard Testing Conditions (STC, defined as: (a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per m² and (c) a cell temperature of 25 Degrees centigrade at right angle irradiation.) Specified on the respective datasheet within a period of 10 years from the warranty start date, or any module(s) exhibits a power output less than 80% of the minimal peak power at STC specified on the respective



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Datasheet within a period of 25 years from the warranty start date, provided that such loss in power is determined by K.D Energy

(at its sole and absolute discretion) to be due to defects in material or workmanship, is eligible for claim under this Limited

Warranty for Crystalline PV Modules. K.D Energy will replace such loss in power by either providing additional modules to the Customer to make up for such loss in power, or by repairing or replacing the defective modules at the discretion of K.D Energy

The remedies set forth in this Clause 2 shall be the sole and exclusive remedies provided under the “Limited Peak Power Warranty – Limited Remedy”.



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3. Warranty Exclusions and Limitations

A. In any event, all warranty claims must be filed in accordance with the instructions outlined in Clause 4 of this Limited Warranty for Crystalline PV Modules, within the applicable warranty period.

B. The Limited Warranty for Crystalline PV Modules does not apply to any modules which have been subjected to:

.. ♦ Misuse, abuse, neglect or accident;



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- .. ◆ Alteration, disassemblage, reinstallation, and/or improper installation or application;

- .. ◆ Non-observance of K.D Energy's installation and maintenance instructions;

- .. ◆ Repair or modifications by technicians that have not been previously authorized or approved by K.D Energy;

- .. ◆ Failures caused by surrounding equipment of the module;



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- ◆ Use under unusual conditions or environments;

- ◆ Use for purposes unrelated to the generation of solar power;

- ◆ Connection with any other manufacturer's PV modules;

- ◆ Defects occurring during transportation or storage taking place after the modules have been delivered to the Customer;

- ◆ Naturally occurring scratches, stains, mechanical wear, rust, degradation, discoloring, or other alteration



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Occurring after the shipment from K.D Energy that have no effect on the power generation performance or Mechanical strength of the module; or

◆ Power failure surges, flood, fire, accidental breakage or other events caused by force of nature, force majeure, or other unforeseeable circumstances outside the range of influence of K.D Energy

C. The Limited Warranty for Crystalline PV Modules does not cover any transportation charges, customs clearance or any other costs for return of the modules, for reshipment of any repaired or replaced modules, or costs associated with installation, removal or reinstallation of the modules.

D. Warranty claims will not be honored if the type or serial number of the modules have been altered, removed or Made illegible.



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E. K.D Energy 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 modules, including, without Limitation, any defects in the modules, or from use or installation. Under no circumstances shall K.D Energy be liable for incidental, consequential, loss of use, loss of profits, loss of revenues, loss of production or special Damages. K.D Energy's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value against the affected modules as paid for by the customer.

4. Obtaining Warranty Performance



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A. If the customer files a justified claim covered by these warranty provisions, he or she should send a written notification immediately and directly to (a) the dealer who sold the modules, or (b) the authorized K.D Energy distributor who sold the modules, or (c) K.D Energy at the address above.

B. Claims under this limited warranty must be sent by registered mail or courier to K.D Energy at the address above. The notification must show the serial number of the defective product(s), include a copy of the relevant invoice and Purchase contract and unconditionally state: "We hereby accept, and agree to, the choice of law, the choice of an expert appraiser and the choice of arbitration as set out in Clause 6 of your Limited Warranty for Crystalline PV

Modules on which our claim is based." Together with the notification, the customer should enclose evidence of the date of sale on which the modules were purchased. Incomplete notifications claims that do not meet the



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Notification deadline of Clause 4, Section C will not be processed.

C. Any claim under this limited warranty shall be forfeited in any case if (a) the customer does not notify K.D Energy

or their distributors of such claim in writing in accordance with Clause 4 paragraph A within 20 (twenty) days after

Discovering or after the customer should have discovered, the defect claimed under warranty; or (b) the customer

does not commence court or arbitration action within 6 (six) months after proper notification of the claim.



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D. K.D Energy reserves the right to deliver another type of module (different in size, form, color, shape and/or power) to replace the claimed one if it is no longer in production when the warranty claim is received.

E. The repair, replacement, or additional delivery of a module neither renews nor extends the period of the warranty.

F. Any claimed/defective product that has been replaced by K.D Energy shall become the property of K.D Energy.

The claimed/defective product shall be returned or otherwise disposed of in accordance with the instructions of K.D Energy and at the customer's expense.



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5. Severability

If a part, provision or clause of this Limited Warranty for Crystalline 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 Crystalline PV Modules, and to this end such other parts, provisions, clauses or applications of this Limited Warranty for Crystalline PV Modules shall be treated as severable.

6. Disputes

No action, regardless of form, arising out of or in any way connected with this Limited Warranty for Crystalline PV Modules,



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maybe brought against K.D Energy more than 6 (six) months after the cause of action has occurred.

In case of discrepancy in a warranty claim, a first-class international institute designated by K.D Energy such as Fraunhofer ISE in Freiburg, Germany or TÜV Rheinland in Cologne, Germany shall be involved to judge the claim. All fees and Expenses shall be borne by the losing party, unless otherwise awarded. The final right of interpretation shall be borne by K.D Energy.



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