



SUNSPARK

SUNSPARK TECHNOLOGY INC.

Limited Warranty Terms For PV Modules

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Warranty Terms

SST -Warranty -001

Modify Summary

Edition	Date	Prepared	Contents Modify
OR	11-10-2015	Sheng Dai	Prepared this item according to development of organization and customer requirements.
01	09-16-2016	Sheng Dai	Add new panel mode Mono to the list.

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SunSpark Technology Inc.. (hereinafter “SunSpark”) provides limited warranties for crystalline silicon terrestrial photovoltaic modules (hereinafter “Modules”) manufactured by SunSpark.

1 - Model of the Modules

SunSpark Standard PV Module Product Model Names covered under this warranty are:

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Procedure Documentation

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Module Type	Description
SMX-***P(245-265)	156-60 poly series (white frame)
SMX-***P(245-265)	156-60 poly series (black frame)
SST-***M(275-300)	156-60 mono series (white frame)
SST-***M(275-300)	156-60 mono series (black frame)
SST-***P(310-330)	156-72 poly series (white frame)
SST-***P(310-330)	156-72 poly series (black frame)

For the standard solar module types listed above, SunSpark shall warrant its Photovoltaic Solar Modules performance starting from the date of sale (hereinafter “Warranty Start Date”) shown in the invoice to the immediate customer (hereinafter “Customer”) of SunSpark.

2 - Limited Product Warranty – Twelve Years Repair, Replacement or Refund Remedy

SunSpark warrants its Modules type listed in the Model of the Modules chart, including factory-assembled DC connectors and cables will perform fully compliant to the specifications under normal application, installation, utilization and service conditions. If Modules fail to conform to this warranty, during the period of 12 years from the Warranty Start Date, SunSpark will, at its option, either repair or replace the product, or refund the then current market price of the Modules when the Customer makes the claim. The repair or replacement or refund remedy set forth in this section shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the twelve-year product warranty period set forth herein. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under the Limited Peak Power Warranty.

3 - Limited Peak Power Warranty - Limited Remedy

For a period of 30 years from the Warranty Start Date, concerning the loss ratio (hereinafter “Lost Ratio”) of power output compared with the nominal peak power output specified in relevant product technical data sheet and measured at standard test conditions (hereinafter “STC”), SunSpark warrants that:

- For all SunSpark’s modules: the peak power output specified in relevant product technical data sheet has a positive allowance 0 ~ +5W based on SunSpark ex works testing data;
- For the poly series: the Lost Ratio should be less than 2.5% in the first year; and

thereafter, the power output degrades linearly; the Lost Ratio should be below 20% at the end of the 30th year after the Warranty Start Date;

- For the Mono series and square mono series : the Lost Ratio should be less than 3.5% in the first year, and thereafter, the power output degrades linearly; the Lost Ratio should be below 20% at the end of the 30th year after the Warranty Start Date;

If there is any excess power output loss, and it is determined by SunSpark (at its sole and absolute discretion) to be due to defects in material or workmanship, SunSpark will, at its sole option

- provide additional Modules to the Customer or replace the defective Module(s) to make up for such loss in power.
- refund the percentage of the cost of the Module (according to the current market price of the Module when the Customer makes the claim) to the Customer, corresponding to the power loss discrepancy from the warranted value stated above.

The remedies defined in this section shall be the sole and exclusive remedies provided under the Limited Peak Power Warranty.

4 - Exclusions and Limitations

- (1) In any event, all warranty claims must be presented within the applicable warranty period for this warranty to be effective.
- (2) The Limited Product Warranties and the Limited Peak Power Warranty do not apply to any Modules which have been subjected to:
 - Misuse, abuse, neglect or accident;
 - Alteration, improper installation, or application or damage due to transportation which the Customer is responsible for;
 - Non-observance of SunSpark' s Photovoltaic Modules Installation Manual (REF: SST-Installations);
 - Repair or modifications by someone other than a service technician approved by SunSpark;
 - Power failure surges, lightning, flood, fire, accidental breakage, actions of third parties, or other events outside SunSpark' s reasonable control;
 - Damages due to abnormal environmental conditions, including, without limitation, improper voltage, acid rain, mobile or marine environment and other pollution and damages due to defective construction base on which the Modules are mounted;
 - Damages due to external corrosion, mold discoloration or the like; or
 - Damages due to movement from their original installation.

(3) Both the Limited Product Warranty and Limited Peak Power Warranties do not cover any costs associated with installation, removal or re-installation of the Modules, and (except as explicitly set forth in the final paragraph of Obtaining Warranty Performance) customs clearance or any other costs for return of the Modules.

(4) Warranty claims will not be honored if the type or serial number of the Modules have been altered, removed or made illegible.

5 – Liability Limitation of Warranty

These Limited Warranty Terms for PV Modules as set forth herein are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of SunSpark, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by SunSpark.

Under no circumstances shall SunSpark be liable for any indirect, incidental, consequential, special, or punitive damages, including, without limitation, loss of profit or revenue, loss of business opportunities, loss of production, loss of goodwill or reputation, arising from the breach of this Limited Warranty Terms for PV Modules regardless of the type of claim and even if SunSpark has been advised of the possibility of such damages.

The aggregate maximum liability of SunSpark, if any, in damages or otherwise, shall not exceed the invoice value as paid by Customer, for the purchase order including the Modules which cause damages.

6 - Obtaining Warranty Performance

If the Customer has a justified claim covered by this Limited Warranty Terms for PV Modules, an immediate notification in writing directly to SunSpark shall be filed by mailing a registered letter to the address of SunSpark listed hereunder, or, sending an email letter to the email account of SunSpark listed hereunder. Together with the notification, the Customer should enclose the evidence of the claim with the corresponding serial number of the Module(s) and the date on which the Modules have been purchased. An invoice with clear indication of the contract number, purchase date, purchase price, module type, stamp or signature of SunSpark or its distributors should also be submitted as part of the evidence.



The return of any Modules will not be accepted unless prior written authorization has been given by SunSpark.

In connection with both the Limited Product Warranty and Limited Peak Power Warranty, SunSpark shall take in charge of all the fee for reasonable and customary transportation charges by land freight for the reshipment of any repaired or replaced Modules.

7 – Severability

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

8 – Technical Disputes

In case of any dispute on technical facts relating to a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland, VDE or PTL in Arizona State University shall be engaged to provide test results which will be reference to the judgment from technical side. All fees and expenses shall be born by the responsible party or the final losing party, unless otherwise awarded. The final optional right in connection with test institute shall be owned by SunSpark.

9 – Miscellaneous

The repair or replacement of the Modules or the supply of additional Modules does not cause the beginning of new warranty terms, nor shall the original terms of this Limited Warranty Terms for PV Modules be extended. Any replaced Modules shall become the property of SunSpark at its disposal. SunSpark has the right to deliver another type (different in size, color, and shape and/or power) in case SunSpark has discontinued producing the same type of product as replaced Modules.

10 - Warranty Transfer



This warranty is transferable provided that the Modules remains installed in its original installation location and the transferee must hold the Modules or the projects in which such Modules are used and such transfer is subject to SunSpark’s prior written consent.

11 - Force Majeure

12 – Validity SunSpark shall not be responsible or liable in any way to the Customer or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty Terms for PV Modules, due to acts of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, unavailability of suitable and sufficient labor, raw material, capacity or technical or yield failures, or any other similar cause or circumstance beyond the reasonable control of such SunSpark, including, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the defective Modules. In such cases, performance by SunSpark of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

This Limited Warranty Terms for PV Modules is valid for all Modules in the defined contract(s) dispatched from SunSpark’s factory.

“Nominal Power in Datasheet” is the power in Watt peak that a PV module generates in its Maximum Power Point under STC condition. STC are as follows:

- (a) Light spectrum of AM 1.5;
- (b) An irradiation of 1000 W per m²; and
- (c) A cell temperature of 25 °C centigrade at right angle irradiation.

The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of SunSpark valid at the date of manufacture of the PV modules.

13 – Applicable Law and Dispute Settlement

This Limited Warranty Terms for PV Modules shall be governed by and interpreted under the laws of United States (irrespective of its choice of law principles).

Except for the technical disputes specified in Technical Disputes herein, all disputes arising out of or in connection with this Limited Warranty Terms for PV Modules shall, unless amicably settled between the parties, shall be settled by arbitration in United States under the United States International /National Arbitration Center Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these Rules. The language of arbitration shall be English. The award of the Arbitrators will be final and binding



upon the parties. Provided that there is any inconsistency between the sale's contracts to which this Limited Warranty Terms for PV Modules is attached and this section, the terms and conditions of the sales contract shall prevail.

This document constitutes part of the contract and valid automatically when the contract is signed.

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