Limited Warranty for WINAICO Photovoltaic Products (European Version) Effective from Jul. 1st, 2024

Congratulations on your purchase of WINAICO Photovoltaic Products! You have made an excellent decision in choosing a product that has been made to the highest standards. At WINAICO, we believe to provide products of impeccable quality are our founding principle.

Warranty Products (the "Products")

WST-XXXNGX-D3 Series (108 cells)
WST-XXXNGXB-D3 Series (108 cells)
WST-XXXNFX54-B1 Series (108 cells)
(hereinafter referred to as "N1")

WST-XXXNGX-D3 Series (120/132 cells)
(hereinafter referred to as "N2")

This limited warranty product does not allow for the transportation of goods between continents and will become null and void if the Product is transferred from the original country of destination after manufacture without prior written permission from WINAICO.

1. N1 Series Limited Product Warranty

WINAICO's Warranty extends to the original end-user (the "Customer") in Product's original country of destination that the Products shall be free from defects in materials and workmanship and will perform substantially in accordance with the published specification (visit www.winaico.com for details) and under normal operation, use and service conditions during the period beginning on the earlier of the date the Products were purchased by the Customer or three (3) months from factory dispatch date ("the Warranty Start Date") and ends in thirty (30) years after such Warranty Start Date. If a Product fails to conform to this Limited Product Warranty during the thirty-year period, WINAICO will, at its reasonable discretion, either (a) repair or replace the defective or parts, or (b) provide the Customer with a refund equal to the current market price of a comparable product at the time of the Customer's claim. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under the 30 Year Limited Power Warranty below.

2. N2 Series Limited Product Warranty

WINAICO's Warranty extends to the original end-user (the "Customer") in Product's original country of destination that the Products shall be free from defects in materials and workmanship and will perform substantially in accordance with the published specification (visit www.winaico.com for details) and under normal operation, use and service conditions during the period beginning on the earlier of the date the Products were purchased by the Customer or three (3) months from factory dispatch date ("the Warranty Start Date") and ends in twenty five (25) years after such Warranty Start Date. If a Product fails to conform to this Limited Product Warranty during the twenty-five-year period, WINAICO will, at its reasonable discretion, either (a) repair or replace the defective or parts, or (b) provide the Customer with a refund equal to the current market price of a comparable product at the time of the Customer's claim. This Limited Product

Warranty does not warrant a specific power output, which shall be exclusively covered under the 30 Year Limited Power Warranty below.

3. 30 Year Limited Power Warranty

WINAICO further warrants to the Customer that for a period of one (1) year from the date of first purchase that the power output of the Products will not be less than 99% of the minimum rated power output specified in the applicable Product datasheet at the date of the original sale made by WINAICO. For each subsequent year from year two (2) to thirty (30) from the date of sale WINAICO warrants to the Customer that the power output of the Products will not degrade by more than 0.4% per year below the minimum rated power output specified in the applicable Product datasheet at the date of original purchase (the "Power Warranty"), as shown in the Table 1 below. At the end of the Power Warranty, the Product power output will be at least 87.4% of the minimum rated power specified in the applicable Product datasheet.

0	1	2	3	4	5	6	7
100%	99%	98.60%	98.20%	97.80%	97.40%	97.00%	96.60%
8	9	10	11	12	13	14	15
96.20%	95.80%	95.40%	95.00%	94.60%	94.20%	93.80%	93.40%
16	17	18	19	20	21	22	23
93.00%	92.60%	92.20%	91.80%	91.40%	91.00%	90.60%	90.20%
24	25	26	27	28	29	30	
89.80%	89.40%	89.00%	88.60%	88.20%	87.80%	87.40%	

Table 1. Limited Power Warranty

In the event Product(s) do not satisfactorily meet the said Power Warranty, WINAICO, at its sole discretion, will undertake one of the followings:

a) Repair or replace Products or to provide additional Products at no cost to make up for power loss as determined in the manner stipulates under clause 4.4; or

b) Pay compensation equivalent to the cost at the date of the claim was made for additional Products required to compensate Excess Power Loss as described in clause 4.4.

c) If the originally supplied Product type is no longer in production then WINAICO, at its discretion, can provide equivalent Product(s) to compensate for Excess Power Loss. For determination of power degradation, Products shall be tested with a WINAICO approved Flasher and results at STC conditions shall be compared to the power listed on the Product label (measurement tolerance of +/- 3%).

4. General Conditions, Exclusions and Limitations

4.1) The limited warranties stated herein are in lieu of all other expressed warranty. Except stipulated otherwise by local statutory regulation, WINAICO makes no other warranties, express or implied with respect to the Product covered under this Warranty, in no event shall WINAICO be liable for direct or indirect, incidental or consequential damages resulting from any defect in Product even if WINAICO has been advised of the possibility of such damages or be liable for Product's warranty that EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD IDENTIFIED IN CLAUSE 1 or 2 or 3 ABOVE. No seller of the Products nor any other person is authorized to make any warranties other than those set forth herein or to extend the duration of the Limited Product or Limited Power Warranties beyond the periods set forth above, on behalf of WINAICO.

4.2) Under no condition shall WINAICO's liability for non-conforming Product or damages arising out of any defect of the Product exceed the price paid by the customer for any particular Product involved.

4.3) Claims under the Limited Warranty must be received by WINAICO within the valid warranty period for the Limited Warranty to be effective. The sales receipt from the first Customer purchase, or other reasonable documentary proof, is required to establish the Warranty Start Date. If the Customer is unable to provide the sales receipt for warranty claim then Product's factory dispatch date shall be the Warranty Start Date. The Limited Warranty extends only to the original Customer and, if and as long as the Products remain installed at the site where they were first installed, any person to whom title to the Products has been transferred ("Claimant").

4.4) Regarding Power Loss Claim under clause 3 of this Agreement, the determination of Excess Power Loss shall be conducted by testing procedures approved by WINAICO and, at WINAICO's option, tested under the supervision of authorised WINAICO personnel but will only apply if the power loss is more than 1% during the first (1) year or more than 0.4% per year degradation for years two (2) to thirty (30) and which is determined by WINAICO to be due to defective materials or workmanship with respect to the Products.

4.5) The Limited Warranty does not apply to any Product (including its cable/fixing) which have been subjected to or any of the following conditions:

a) Alteration, repair, or modification without the expressed, prior written consent of WINAICO.

b) Remove Product from its first installed site or reinstallation at a new site.

c) Non-observance of WINAICO's Installation and User Manual or Product's installation is not carried out by WINAICO's certified Installer.

d) Misuse, abuse, neglect, or accident in storage, transportation, handling, installation, application, use, or service, including but not limited to, damage caused to Product due to insufficient, inappropriate, or unprotected fixing used in the installation.

e) Damage caused by lightning, flood, fire, or any other acts of nature. Furthermore, electrical surges, vandalism or other acts of violence and intervention by third parties, tampering, accidental breakage, mold discoloration, conditions arising out of or associated with exceeding maximum voltage tolerance, damage arising from exceeding Product's wind or snow load specifications, damage from persons, insects, animals, industrial chemical exposure, glass breakage from impact, damage(s) caused by freezing/low temperature or other events beyond WINAICO's control, including without limitation any technological or physical event or condition that is not reasonably known or understood at the time the Customer purchased the Products.

f) Installation on mobile platforms or in a marine environment, such as if Product is positioned in or on the water; direct contact with corrosive agents or saltwater; pest damage; or malfunctioning PV system components and other operating conditions, which are not expressly allowed in the Installation and User Manual

g) Alteration, removal, or obliteration of the original product label.

h) Fading in frame color, weathering of glass coatings, and areas of discoloration around or over individual solar cells or back sheet or on any part of the Products which is due to external factors or any other cosmetic change/variation which do not cause power output lower than what is stipulated under the Power Warranty.

i) In addition, this Limited Warranty does not cover glass broken or cosmetic blemishes including the formation of micro-cracks caused by installation, transportation, or due to the normal wear and tear of Products

j) Lastly, any formation of hot spot caused by micro-crack(s), foreign material on the surface of the module, shadow of any kind or any alike obstruction of similar nature which obstructs the flow or the production of electricity is exempted under this Limited Warranty.

4.6) Unless otherwise agreed, this Limited Warranty does not cover Product's installation and removal of defective Products, or reinstallation of repaired, replacement or additional Products, or the costs of any of the foregoing; and does not cover any other costs, lost profits or lost revenues associated with the performance or non-performance of defective Products; provided, however, that for accepted warranty claims, WINAICO shall be responsible for reasonable costs on a typical local standard associated with transporting defective, repaired, replacement or additional Products from and back to Claimant or other reasonable costs, as deem necessary by WINAICO, associated with reconstitution.

4.7) Any additional Products provided, and any Products repaired or replaced, by WINAICO under a warranty claim shall be covered by the same Limited Warranties and terms as the first Products purchased that were the subject of the claim; no warranty periods or terms shall be extended or renewed because of a warranty claim or remedy. The warranty period for the newly replaced or repaired Products is the remainder of the warranty period on the originally replaced/repaired Products. WINAICO shall make commercially reasonable efforts to replace defective Products with new or refurbished Products of the same or similar size and aesthetics but reserves the right to deliver another Product type in the event that WINAICO has discontinued production of the Product type that is the subject of the warranty claim provided, that such other Product type is compatible to the Customer's PV System. Replaced Products and parts shall become the property of WINAICO.

4.8) In no event shall this Limited Warranty apply to any Product with its purchase price not fully remitted to WINAICO (including its subsidiaries) by the customer who has obtained the modules from WINAICO directly ("Direct Customer"), or to Product which Claimant acquires from the seller(s) who has any overdue payment toward WINAICO (including its subsidiaries). In the said events, WINAICO shall reject such claim but may inform the Claimant about the name and the full address of the Direct Customer or Seller who has failed to pay for the said modules or who has incurred overdue payment toward WINAICO.

Notwithstanding, in the event WINAICO rejects the claim for reason stipulated in the previous paragraph, the Claimant may deposit the amount not paid by the Direct Customer for the product(s) in question to be enrolled into this Limited Warranty, provided other conditions under this Limited Warranty are also met.

5. Assertion of Claims

5.1) To evoke warranty service, the Customer or other Claimant should promptly contact the seller, agent, or installer from which they purchased the Product(s) from, who will then provide instructions and forms for filing the claim. Customer shall provide, including but not limited to, the proof of purchase and fault information such as the serial number of the module in question, picture(s) of the alleged defect(s) and module, explicit description on nature of the defect(s) and other information depending on the claim. WINAICO will not accept the return of allegedly defective Products unless prior written authorization has been provided by WINAICO. Unless otherwise indicated, Products that have been authorized for return by WINAICO shall be shipped to a local Customer Service Center as designated by WINAICO.

5.2) Notice of the claim must be submitted to the relevant seller/installer or to WINAICO within 14 days of the occurrence of the alleged defect. WINAICO will inspect and verify warranty claim within a reasonable time and notify the Customer its assessment of the claim.

5.3) If Product is found to be defective and is covered by this warranty, WINAICO will, at its sole discretion, do one or more of the following:

a) Provide replacement of similar value or quality or refund to the customer base on the current price of a similar module on the market.
b) If applicable, pay the installer for the maximum amount of €50 for installing one module and the maximum of €25 for each additional module arising out of or in connection with the same claim. The said "amount" shall include all costs associated with the claim (e.g. labor, material, etc.)
c) Pay compensation equivalent to the amount calculated based on the Product's original purchase price with 4% annual depreciation from the date of the first purchase to the date the claim is made. If the customer fails to provide the original invoice, then the price shall be based upon the then current per watt market price of a comparable PV module in a similar market.

6. Your Contacts:

Any correspondence with WINAICO is to be conducted directly via the following addresses:

Taiwan Headquarters

Win Win Precision Technology Co., Ltd.
4F., No.180, Sec. 2, Gongdao 5th Rd., East, Dist.
Hsinchu City 300, Taiwan
Contact: +886 5688 699
Email: info@winaico.com

Regional support:

Germany Support
WINAICO Deutschland GmbH
Industriestraße 68, 97993 Creglingen,
Germany

Contact: +49 7933 700 300
Email: germany@winaico.com

Poland Support
WINAICO Poland
Email: poland@winaico.com

Australia Support
WINAICO Australia Pty Ltd
3/393 George Street, Sydney NSW 2000, Australia
Contact: +61 2 8091 2771
Email: australia@winaico.com

USA Support
WINAICO USA
960 Rand Road, Suite 200 E, Des Plaines, IL 60016, USA
Contact: +1 847 460 5062
Email: usa@winaico.com

Japan Support
WINAICO Japan KK
7F Humax Ebisu Building, Ebisu Minami 1-1-1, Shibuya-ku 150-0022 Tokyo, Japan
Contact: +81 3 5456 5798
Email: japan@winaico.com

7. Severability

If a part, provision or clause of this "Limited Warranty for PV Products", or the application thereof to any person or circumstance, is held invalid, void or unenforceable by a competent court, such holding shall not affect all other parts, provisions, clauses or applications of this "Limited Warranty for PV Products", and such other parts, provisions, clauses or applications of this "Limited Warranty for PV Products" shall be treated as severable.

8. Disputes

8.1) In case of any dispute under a warranty claim, the actual power output shall be determined for verification using Standard Test Condition (STC) only and measurement shall either be carried out by WINAICO internally or by a WINAICO recognized and appointed third-party testing institute. The laboratory measurement uncertainty will be applied to all actual power measurement results.

8.2) To the fullest extent permitted by law, any right of a claim (including but not limited to, legal action or proceeding) in connection with, or arising out of this Limited Warranty, shall be made solely and exclusively toward WINAICO's local entity where module(s) relating to such claim is installed and the said claim shall be governed by the local laws without regard to conflict of laws.

9. Limitation of Liability

The Limited Product and Limited Power Warranties set forth herein shall be the sole and exclusive warranties granted by WINAICO, and shall be the sole and exclusive remedies available to the Customer or other Claimant for any breach of warranty, express or implied. Provision of remedies, in the manner and for the periods described herein, shall constitute complete fulfillment of all liabilities and responsibilities of WINAICO to the Customer and each other Claimant with respect to the Products. In no event shall WINAICO be liable for any consequential, incidental, special or punitive damages arising out of the product s or their installation, use, performance or non-performance or any defect or breach of warranty, whether based on contract, warranty, negligence, strict liability or under any legal theory. Damages for loss of use, loss of profits, loss of revenues or loss of production are specifically excluded.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. UNDER NO CIRCUMSTANCES SHALL WINAICO'S LIABILITY FOR NONCONFORMING PRODUCTS EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PARTICULAR PRODUCTS INVOLVED, PLUS REASONABLE TRANSPORTATION COSTS.

10.Miscellaneous

If any part or provision of this WINAICO Product Limited Warranty, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect any other parts, provisions or applications of this WINAICO Product Limited Warranty, which shall remain in full force. This Limited Warranty is available in multiple languages. If, for any reason, there is a conflict between the English-language version and any other version, the English-language version shall prevail to the extent that such discrepancy is the result of an error in translation. Moreover, this Limited Warranty Agreement shall apply exclusively for Product(s) installed in the region within European Union only.

11. Legal Rights

This warranty will be governed by the laws of the country of first destination and installation of a Product and shall exclusively applicable to Product(s) installed in the geographical area of European Union and United Kingdom, without regard to conflict of other provisions or covenants (if any) made by WINAICO.