Limited Warranty for PV Modules

Jinko Solar Import and Export Co., Ltd. ("Jinko") warrants its Modules' performance starting from the date of sale to the first customer installing (for their own use) the Modules ("Customer") or starting at the latest 6 months after Modules dispatch from the Jinko factory, whichever occurs earlier (the "Warranty Start Date").

1. Limited Product Warranty – Five Year Repair or Replacement

Jinko warrants that the Modules together with the factory-assembled DC connectors and cables are free from defects, if any, in materials and workmanship under normal application, use, installation and service conditions for a period of sixty (60) months from the Warranty Start Date. If Modules malfunction or become inoperative due to defect in material or workmanship during the period of sixty (60) months from the Warranty Start Date, as proved by an independent testing agency that will be selected and confirmed by Jinko and Customer in advance, Jinko will, at its sole option, either repair or replace the malfunctioning or inoperative Modules. The repair or replacement remedy shall be the sole and exclusive remedy provided under this Limited Product Warranty and shall not extend beyond the period set forth herein. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under the Section 2 hereinafter ("Limited Peak Power Warranty").

2. Limited Peak Power Warranty– Limited Remedy

12 years

Provided that, within a period of twelve (12) years from the Warranty Start Date, any Module exhibits a power output less than 90% of the nominal power as documented in Jinko's product datasheet, and such loss in

- Power failure, electrical spikes or surges, lighting, flood, fire, accidental breakage or other events outside Jinko's control.

(c) The Limited Product Warranty and Limited Peak Power Warranty do not cover any costs associated with installation, removal or re-installation of the PV modules and (except as explicitly set forth in the last paragraph of Section 5) customs clearance or any other costs for return of the Modules.

(d) Warranty claims will not be honored if the type or serial number of Jinko Modules have been altered, removed or made illegible without written authorization from Jinko.

4. Limitation of Warranty Scope

This Warranty as

If the Modules will be returned to Jinko for inspection, repair or replacement by Jinko, Jinko will give the Customer a Return Merchandise Authorization (RMA). However, Jinko will not accept a return of any Modules without an RMA. In connection with both the Limited Product Warranty and Limited Peak Power Warranty, Jinko shall reimburse customer for reasonable, customary and documented transportation charges by sea freight for both the return of the Modules and reshipment of any repaired or replaced Modules, only if this cost is authorized by Jinko's Customer Service Department.

6. Transferability

This warranty is extended to the original end-user purchaser, and is also transferable to any subsequent owner of the location or holder of the product when Module(s) remain at their original installed location upon satisfactory proof of succession or assignment.

7. Severability

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

8. Disputes

In case of any discrepancy in a warranty-claim, a first-class international testing institute, like Fraunhofer ISE, TÜV Rheinland or Arizona State University, shall be enlisted to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by Jinko.

9. Various

The repair or replacement of the Modules or the supply of additional Modules does not lead to a new commencement of warranty terms, nor shall the original terms of this Warranty be extended. Any replaced Modules shall become the property of Jinko. Jinko shall at its own options to deliver another type of PV Modules (different in size, color, shape, or power), either a new brand or the original one, in case that Jinko has discontinued producing the Module in question at the time of the claim.

10. Force Majeure

Jinko shall not be in any way be responsible or liable to the Customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Warranty, due to fire, flood, blizzard, hurricane, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labor or materials and other events which are out of control of Jinko.

NOTE:

"Peak Power" 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 1,000W/m2 and (c) a cell temperature of 25 degree Centigrade at right angle irradiation. The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of Jinko valid at the date of manufacture of the PV-Modules. Jinko's calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.

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