

# Limited Warranty of Solar Series Modules (Version July 12, 2022)

Guangdong Lesso Banhao New Energy Technology Group Co., Ltd. (hereinafter referred to as "Lesso Banhao") will provide product warranty to the purchaser in accordance with the provisions of this Limited Warranty for Solar Series Modules (hereinafter referred to as "Limited Warranty") according to the solar photovoltaic modules ("PV modules"/"products") delivered on July 12, 2022 and thereafter.

# 1. Limited Product Warranty

Lesso Banhao (hereinafter referred to as "Lesso Banhao") guarantees that its photovoltaic modules ("photovoltaic modules"/"products"), including factory assembled DC connectors and cables (if any), are free from defects in materials and technology under the conditions of normal application, installation, use and maintenance. If the PV module does not meet this guarantee, Lesso Banhao has the right to repair and replace this product at its own option, or refund the purchase price paid by the buyer within one hundred and forty-four (144) months from the date of the bill of lading. Repair, replacement or refund shall be the sole and exclusive remedy provided under the "Limited Product Warranty" and shall not exceed the period of one hundred and forty-four (144) months specified herein. The "Limited Product Warranty" in this article does not apply to specific output power, but is specifically specified in Article 2 "Limited Power Warranty" below.

#### 2. Limited Power Warranty

For its photovoltaic modules (excluding inverter/converter), Lesso Banhao guarantees that:

The proportional attenuation change between the loss of component output power and the rated output power under standard test conditions (STC) from the start date of the warranty period is as follows:

- (A) The attenuation of PERC single crystal single glass components shall not exceed 2.0% in the first year since the date of shipment, 0.55% annually from the second year to the 25th year, and 84.8% in the last year of the 25 year power warranty period;
- (B) The attenuation of PERC single crystal double glass module shall not exceed 2.0% in the first year since the date of shipment, 0.45% annually from the second year to the 30th year, and 84.95% in the last year of the 30 year power warranty period;
- (C) The starting date of warranty is the date of bill of lading;
- (D) "Rated power (POr)" refers to the power of the component identified in watts on the component nameplate. The rated power does not include the actual positive tolerance of the component. "Actual output power" refers to the peak power (POT) of the component after the

error is eliminated at a certain point (t) on the warranty starting date under standard test conditions. "Standard test conditions" refer to: (a) spectral AM1.5, (b) radiation intensity of 1000 watts per square meter, (c) battery temperature of 25 °C under right angle radiation, and the test shall be conducted according to IEC61215. The attenuation rate is calculated as follows:s DR=100%-[ (POt) / (POr) ]×100%

(E) During the power warranty period starting from the warranty date, if any power loss beyond the guaranteed value verified by the Seller is caused by the Seller's defects in materials or technology, or further (if required by the Buyer) is confirmed by the third party testing agency jointly selected by the Buyer and the Seller, The Seller can choose the following remedial measures at its own discretion: (1) provide the Buyer with additional components to compensate for the loss of the above power; (2) Repair or replace defective components.

### 3. Exceptions and limitations 1

- (A) In any case, the warranty request must be made within the warranty period.
- (B) The "Limited Product Warranty" and "Limited Power Warranty" of any battery component do not apply to the following:

Improper use, abuse, negligence or accident;

Change installation, improper installation or application;

Violate Lesso Banhao's User Installation and Maintenance Guide;

Repair or replacement by technical service personnel not approved by Lesso Banhao;

Sudden power failure, lightning, flood, fire, accidental damage or other events beyond the control of Lesso Banhao;

The product model, nameplate or component serial number is changed, erased or illegible; Other damages not caused by the Seller after verification

- (C) The "Limited Product Warranty" and the "Limited Power Warranty" do not include any transportation costs, customs clearance costs or any other costs incurred for the return of the battery modules, as well as the transportation costs of any repaired or replaced modules, and other costs related to the installation, removal or reinstallation of the modules.
- (D) If the serial number of the battery module is changed, removed or cannot be identified, the warranty requirements will not be accepted.
- (E) If Lesso Banhao fails to receive the full payment for the components, then any provision of this Limited Warranty shall not apply, and the Buyer shall have no right to claim any liability listed in the Limited Warranty from the Seller

## 4. Exceptions and limitations 2

The Limited Warranty expressly replaces and excludes all other express or implied warranties

(including but not limited to the warranty of merchantability, warranties applicable to special purposes, uses or applications), and all other obligations or liabilities of Lesso Banhao (unless Lesso Banhao expressly agrees, signs and acknowledges other obligations and liabilities in writing). Lesso Banhao has the right to exempt from liability or assume no warranty liability according to the following circumstances:

- (1) Lesso Banhao will not be responsible for personal injury or property damage caused by components and other products, nor for other losses or injuries caused by or related to components (including but not limited to any defects of components, any defects arising from use and installation).
- (2) Under no circumstances shall Lesso Banhao be liable for incidental, indirect or special losses caused by any reason.
- (3) Lesso Banhao will not be liable for any utility loss, production loss, revenue (including expected revenue) loss, profit loss, power generation loss, electricity cost loss, etc. incurred by the buyer (including its customers or relevant third parties) due to components and other products.
- (4) If the Buyer fails to go to the service shop or service provider authorized by Lesso Banhao for repair and maintenance, Lesso Banhao has the right to no longer provide any warranty service and related responsibilities to the Buyer.
  - (5) The normal attenuation of power generation is not within the scope of warranty.
- (6) Photovoltaic modules that have been installed twice or for many times are not covered by the warranty.
- (7) At the expiration of the warranty period, any warranty requirements of the Buyer are not within the scope of the warranty. If the Buyer needs the Seller to continue to provide corresponding services, the Seller shall decide whether to provide corresponding services and charge relevant service fees according to the current market conditions.
- (8) Lesso Banhao will not be responsible for warranty or other responsibilities for product appearance defects. The "appearance defects" mentioned in this article include but are not limited to scratches, stains, mechanical wear, rust stains, mildew stains, broken glass, battery cracks, color differences, etc.
- (9) Other circumstances under which Lesso Banhao is exempted from liability or does not assume warranty liability as agreed in the Limited Warranty.

#### 5. Performance of Warranty

If the Buyer thinks that it is possible to put forward proper warranty requirements according to the Limited Warranty, the Buyer shall bear the burden of proof for its claim, and immediately send a written notice directly by registered mail to the following address of Lesso Banhao or email to the following email address of Lesso Banhao. The notice shall include the following information: (a) the claimant; (b) Detailed description; (c) Supporting materials, including photos and data; (d)

Component serial number; (e) Component model.

Any discrepancy between the two parties arising from the warranty claim shall be submitted to the domestic and foreign first-class testing institutions, such as TUV Rheinland, TUV SUD, Guangdong Quality Research Institute, or other neutral third-party testing institutions approved by Lesso Banhao for identification. The power detection tolerance of the testing equipment used by the third-party testing institutions for the test specified in this article shall be notified to both parties in writing before the test is carried out, The test tolerance shall be reflected in the final test conclusion issued by the independent testing agency. Unless otherwise paid, all testing costs shall be borne by the losing party (i.e. the party whose testing conclusion is unfavorable to it). Lesso Banhao reserves the right of final interpretation. If Lesso Banhao does not send a notice in advance approving the Buyer to return the PV modules, the returned PV modules will not be accepted.

# 6. Severability

If a part, a provision or a clause of this Limited Warranty, or its application to a person or environment, is determined to be invalid or unenforceable, such determination will not affect the effectiveness of other parts, provisions, clauses or their applications of the Limited Warranty, and for this purpose, other parts, provisions, clauses or applications of this Limited Warranty shall be deemed to be separable.

#### 7. Others

- (1) The repair, replacement or provision of additional components does not mean that the warranty period is restarted, and the original period of this Limited Warranty shall not be extended. Any component replaced shall be the property of Lesso Banhao and shall be at its sole disposal. In the process of processing the claim, if Lesso Banhao stops producing the product of the replaced component model, it has the right to provide components of another model (different size, color, shape and/or power).
- (2) In case of any objection to the terms of this Limited Warranty, the final interpretation of Lesso Banhao shall prevail. Lesso Banhao reserves the right to interpret all the terms of this Limited Warranty.
- (3) If the Buyer makes any warranty request that is not within the scope of warranty, the Seller shall decide whether to provide corresponding services and charge for relevant materials, equipment and services according to the market conditions at that time.
  - (4) Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also

entitled to have the goods repaired or replaced if the goods fail to be of acceptable

quality and the failure does not amount to a major failure.

8. Transfer of Warranty

The ownership of the PV modules is transferred. If the PV modules are still installed in the

original installation location (i.e. the initial installation location), the quality assurance service is

automatically transferred with the ownership of the PV modules, but the warranty period is not

recalculated.

9. Force Majeure

If Lesso Banhao fails to perform, fails to perform or delays the performance of the sales terms

and conditions (including this Limited Warranty) due to natural forces, war, riots, strikes, state of war,

plague or other infectious diseases, fire, floods or other reasons or circumstances beyond the

reasonable control of Lesso Banhao, Lesso Banhao will not assume any responsibility for the Buyer or

any third party to continue to perform its obligations and compensate, And has the right to decide the

suspension/termination of this Limited Warranty.

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