

## **Limited Warranty Statement for PV Modules**

### **(Hereinafter referred to as the “Limited Warranty”)**

#### **GENERAL PROVISIONS**

The provider of this limited warranty for photovoltaic modules is Huansheng Photovoltaic (Jiangsu) Co., Ltd. (hereinafter referred to as "HSPV") located at No. 20 Wenzhuang Road, Yixing Economic Development Zone, Jiangsu Province, China. This limited warranty applies only to PV Module sold under the brand name **TCL SOLAR**.

N-type shingled double glass module: **TCL-MRxxxDT182-58NS**、**TCL-MRxxxDT182-64NS**、**TCL-MIxxxDT182-70NS**、**HSM-GHF-NMxxx**、**HSM-GRA-NMxxx**

N-type half-cut double glass module: **HSM-ND48-GRxxx**、**HSM-ND54-GRxxx**、**HSM-ND66-GRxxx**、**HSM-ND66-GKxxx**、**HSM-ND54-DRxxx**、**HSM-ND48-DRxxx**、**HSM-ND78-GFxxx**、**HSM-ND72-GFxxx**

This limited warranty comes into effect on May 1<sup>st</sup>, 2025 and shall remain in effect until the release of a new version with the same scope.

#### **CHAPTER 1: 15-YEAR LIMITED PRODUCT WARRANTY**

Subject to the limitations & exclusions contained herein, HSPV provides the following Limited Warranty to the original Buyer (hereinafter referred to as the "Buyer") for the PV modules, valid for a period of fifteen (15) years from the warranty start date (the earlier of the two): (1) the date the PV module is shipped from the Company's factory plus 6 calendar days or (2) the date the buyer receives the PV modules.

Claims under the Limited Product Warranty will only be accepted only if it is proven that the PV modules were used in accordance with HSPV's latest published product specifications and installation manual, including normal application, installation, use and operation.

In the event of a breach of the 15-Year Limited Product Warranty set forth here, HSPV, at its sole option, will provide one of the following remedies: (1) repair the defective PV module; or (2) replace the defective PV

module with a new module of equivalent or higher performance; or (3) refund the warranted residual value of the PV module at the time the warranty claim is approved by HSPV.

For the avoidance of doubt, any deterioration in the appearance of the Products (including, without limitation, any scratches, stains, rust, discoloration, or mold) or any other changes to the Products in appearance stemming from the normal wear and tear over time of product materials are not covered by the 15-Year Limited Product Warranty.

Buyer shall be entitled to make a warranty claim under this 15-Year Limited Product Warranty only if Buyer provides sufficient documentary evidence to prove that the failure or non-conformity of the PV module was caused solely by a defect in the PV module itself and was within the scope of the 15-Year Limited Product Warranty.

This 15-Year Limited Product Warranty only applies to the warranty claims received by HSPV during the period when the 15-Year Limited Product Warranty was not expired.

This 15-Year Limited Product Warranty does not guarantee a specific power output for the PV modules, which shall be exclusively covered under Chapter 2 hereinafter (PV Module Limited Peak Power Output Warranty).

## **CHAPTER 2: PV MODULE LIMITED PEAK POWER OUTPUT WARRANTY**

Subject to the limitations & exclusions contained herein, HSPV provides the following Limited Warranty on the peak power output of the PV modules when used under normal conditions of application, installation, use and operation as specified in the product specification and subject to the exclusions and limitations, and the exemptions and limitations of liability in Chapters 3 and 4 below.

### **1. Limited Peak Power Output Warranty in the First Year**

HSPV guarantees that the peak power output of the double-glass Topcon modules in the first year (start from Warranty Effective Date) under standard testing conditions (STC) shall not be less than 99.0% of the rated power (nominal power) of the PV module as specified in the product specification, i.e., the power output shall decline by no more than 1.0% in the first year. If this is not achieved, HSPV shall undertake to take one of the

following remedies, at its sole option: (1) provide the Buyer with additional PV modules to make up the power difference between the actual measured power output at the time of claim and the warranted power; or (2) repair the defective PV modules to make up for such loss in power to the guaranteed level specified in this section; or (3) provide a refund of the fair market values in accordance with the following formula: the difference between the actual measured power output and the warranted power multiplied by the price per watt of a similar PV module in a similar market.

## 2. PV Module Limited Peak Power Output Warranty from the 2nd to the 30th Year

HSPV guarantees that from the 2nd year to the 30th year, start from Warranty Effective Date, based on standard testing conditions, the degradation of double-glass would be no more than 0.4% annually, shall not be more than 1.4% within 2 years, not be more than 2.6% within 5 years, not be more than 4.6% within 10 years, and not more than 12.6% of the rated power (nominal power) within 30 years.

If the above degradation rates are exceeded, HSPV shall undertake to take any of the following remedial measures at its option: (1) provide the Buyer with additional PV modules to make up for such loss in power to the guaranteed level specified in this section; or (2) repair the defective PV modules to make up for such loss in power to the guaranteed level specified in this section; or (3) Compensated Buyer with the following formula: the difference between the actual peak power and the peak power guaranteed in this section multiplied by the price per watt of a similar PV module in a similar market.

### (DEFINITIONS AND DESCRIPTIONS OF TERMS USED)

- a) The formula used to calculate the residual value: spot price of similar PV module \*  $(1 - a/15)$ . "a" here represents the actual service time (years) of the PV modules from the effective date of the warranty.
- b) "Peak power of PV module under standard testing conditions (STC)" refers to the peak power (in watts) that the PV module can output. "STC" refers to the following conditions (a) air mass 1.5 (AM1.5) spectrum (b) irradiance 1000W/m<sup>2</sup>, (c) cell temperature of 25°C under irradiation at right angles to the module surface.
  - (c) This test is performed in accordance with IEC 60904 and the simulator calibration criteria should follow the relevant standards of the international certification bodies.
- c) The rated power (nominal power) specified in the product specification refers to the peak power (in watts) generated by the PV module at STC. The actual PV module power output shall be measured under STC only. The actual power output test shall be conducted by HSPV or an accredited third-party testing agency

accepted by both parties. Testing equipment tolerance shall be applied to actual power output measurements.

d) PV Modules Limited Peak Power Output Warranty applies only to warranty claim received by HSPV during the guaranteed period in each section of this chapter, from the Warranty Effective Date.

### **CHAPTER 3: EXCLUSIONS AND LIMITATIONS**

1. The following exclusions and limitations apply to all warranties provided in Chapters 1 and 2.

#### 2. Exclusions and limitations

The Limited Product Warranty and the PV Module Limited Peak Power Output Warranty shall not apply to any PV modules which have been subjected to:

- a) Improper installation, connection or maintenance, or affected by imperfect photovoltaic power plant system design, or affected by other imperfect instruments or devices in the power plant system.
- b) Mishandling, including but not limited to mishandling during transportation or storage, misuse, damage due to negligence, vandalism, animal damage or accident.
- c) Removal from its original location of installation, dismantling, reinstallation or any other form of alteration or movement.
- d) Installation in an environment that not meet the requirement of the " Standard Operating Conditions" as defined in product specifications and installation manual, or on a mobile platform, improper voltage or power surges, abnormal environmental conditions (such as acid rain, salt damage or other corrosive chemical), or contamination by dust, accumulations or other pollutants from industrial environments that cannot be cleaned by common methods in the photovoltaic module industry.
- e) Improper maintenance, including maintenance by an unauthorized personnel or non- observance of the Company's installation manual.
- f) PV modules are subject to external accidents or factors such as animals, fires, explosions, and civil unrest.
- g) PV modules are subject to other unforeseen circumstances or factors beyond the Company's reasonable control, including but not limited to earthquakes, typhoons, hurricanes, tornadoes, volcanism, floods, tsunamis, etc.
- h) Any warranty claim made outside the applicable warranty period for PV modules.

## CHAPTER 4: GENERAL TERMS AND CONDITIONS

The following general terms and conditions shall apply to all the warranties set forth in Chapter 1 and Chapter 2.

### 1. Exemptions and Limitations of Liability

#### a) Liability Exemptions

HSPV's liability under this Limited Warranty shall be limited to the specific provisions carried in the documents and information provided by HSPV and shall not be subject to any other nonofficial interpretation. The Limited Warranty liability under this Limited Warranty constitutes the full extent of HSPV's liability and is in lieu of and excludes all other express or implied warranty liabilities. If any provision of this Limited Warranty (or portion thereof) shall be held invalid by applicable law for any reason, the validity of the other provisions herein shall not be affected.

#### b) Limitation of liability

To the maximum extent permitted by applicable law, HSPV expressly disclaims and shall not assume any responsibility or liability for any loss or damage, including but not limited to property damage arising from the use, installation, or operation of its PV modules. Furthermore, under no circumstances shall HSPV be liable for any indirect, incidental, special, punitive, exemplary, or consequential losses suffered by the buyer, including but not limited to loss of profits, loss of use, loss of data, loss of business opportunities, loss of goodwill, equipment downtime, or increased operational costs, regardless of whether such losses were reasonably foreseeable by both parties.

To the maximum extent permitted by applicable law, HSPV's total aggregate liability, if any, for damages or any other claims shall not exceed the actual sales price received by HSPV from the buyer for the PV modules that are the subject of the claim.

c) The scope of compensable costs provided by the "15-year Limited Product Warranty" under Chapter I and the "Limited Peak Power Output Warranty for Photovoltaic Modules" under Chapter II is limited to the cost of transportation of any repaired or replaced photovoltaic modules to the port of destination specified in the relevant sales contract. It does not include any related customs clearance fees, duties, any costs related to the installation, disassembly and reinstallation of photovoltaic modules, nor does it include the related

transportation costs of shipping the relevant photovoltaic modules back to the company.

d) HSPV only accepts requests for limited warranty related to PV modules that can be identified as manufactured by the Company, such as proof that the PV module is manufactured by the company based on the logo of the relevant PV module

## 2. Assignment of the Limited Warranty

This Limited Warranty for PV Modules extends solely to the Buyer and may be transferred in its entirety to a subsequent owner, provided that all the following conditions are met:

- a) Prior Written Notice: The Buyer must provide HSPV with formal written notice of the transfer before the warranty rights are assigned.
- b) Original Installation Location: The PV modules must remain installed at their original installation site and must not have been tampered with, relocated, or reinstalled.

## 3. Procedure for fulfillment of limited warranty/making of warranty request

- a) Within the corresponding warranty period, Buyer shall notify HSPV immediately (no more than 30 days at the latest) upon discovery of any breach of this Limited warranty. The notice shall be in writing and shall include a description of the warranty request, the corresponding PV module serial number, proof of purchase such as a commercial invoice, and sufficient evidence of the violation of this limited warranty.
- b) Without the written confirmation of HSPV, the company will not accept any return of photovoltaic modules.
- c) Unless otherwise notified by HSPV, any replaced PV modules automatically become the property of the Company. Where appropriate, the Company reserves the right to deliver other similar PV modules (different PV module size, color, shape and/or power output) at its sole discretion. The repair, replacement or delivery of additional PV modules will not constitute an extension or re-commencement of the original warranty period of the "15-year Limited Product Warranty" and the "PV Module Limited Peak Power Output Warranty".

#### 4. Dispute Resolution

- a) Any dispute arising from the warranty claim(s) under this Limited Warranty shall be submitted to the relevant arbitration and resolved in accordance with the applicable law as agreed and provided in the sales agreement between HSPV and the Buyer.
- b) "Technical Related Disputes" in this Limited Warranty shall refer to disputes related to the function or malfunction of the PV modules or other related products. The Technical Related Disputes shall be evaluated by an expert appointed by one of the testing agencies listed in paragraph (c) below. The appointed expert shall provide his/her expert opinion on the function of the PV modules and, if applicable, the cause of the malfunction. The expert shall also provide relevant suggestions that are adequate to resolve the dispute including financial compensation if necessary.
- c) Fraunhofer ISE (Freiburg, Germany), or other regions where TÜV are located.
- d) The expert's opinion shall not be binding on either party to this Limited Warranty, but may be admissible in evidence should the dispute be resolved by arbitration, court proceedings or any other means agreed upon by the parties. For the avoidance of doubt, both parties reserve the right to refer the dispute to relevant arbitration for resolution pursuant to paragraph (a) and to present alternative expert opinions to the arbitration tribunal. The arbitration institution shall be the appropriate institution agreed upon in the sales agreement that is closer to the location of first installation.
- e) The parties shall cooperate to fully accommodate the appointed expert and provide him/her with necessary assistance to complete the disposition of disputes in a timely manner. The parties shall bear the cost of the expert's services under this Limited Warranty in proportion to the parties' respective.

Yixing, May, 1<sup>st</sup>, 2025