

# Standard Limited Warranty



This Standard Limited Warranty ("Warranty") is applicable to HJT Bifacial Dual Glass Solar Module ("Module") manufactured or supplied by Guangdong Hongjun Juneng New Energy Co, Ltd ("SoleFiori").

#### 1.LIMITED WARRANTY

This Warranty shall become effective on the date ( "Effective Date") when the risk of loss and damage to the Module are being transferred from SoleFiori to the CUSTOMER subject to the applicable INCOTERMS under the contract executed by SoleFiori and the CUSTOMER for supply and provision of the Module( "CONTRACT").

#### **1.1** 12-Year Limited Product Warranty

Subject to the limitations & exclusions contained hereinafter, SoleFiori warrants to the CUSTOMER, for twelve (12) years after the Warranty Start Date, the Products shall be free from defects in materials and workmanship which have an adverse effect on products functionality under normal application, installation, use, and service conditions as specified in SoleFiori's standard product documentation such as the installation manual and its annexes.

This Limited Product Warranty does not warrant a specific power output of the Products, which shall be exclusively covered under the Limited Performance Warranty elaborated below.

#### **1.2** Limited Power Output Warranty

SoleFiori warrants that for a period of thirty (30) years from the Warranty Start Date, the Products will maintain a level of performance as set forth below:

Illuminated at Standard Testing Conditions (AM 1.5, Wind speed:0m/s, Irradiance 1000w/m², Temperature of solar cell 25°C), during the first year, the actual power decline will be no more than 1%, from the 2nd year to the 30th year, the average annual power decline will be no more than 0.4%; by the end of the 30th year, the actual power output will be no less than 87.4%.

#### 2.EXCLUSIONS AND LIMITATIONS

- **2.1** In any event, all warranty claims must be received within the applicable warranty period of each product under the Warranty.
- **2.2** The Warranty does not apply to any module which in SoleFiori's absolute judgment have been subjected to:
- **2.2.1** SoleFiori has not received all or part of the due payments from CUSTOMER.
- **2.2.2** Unable to provide the purchase proofs, products information and other information or materials that can prove the claim is valid.
- **2.2.3** Misuse, abuse, neglect or accident.
- **2.2.4** Alteration, improper installation or application.
- **2.2.5** Non-observance of SoleFiori's installation and maintenance instructions.
- **2.2.6** Repair or modifications by someone other than an approved service technician of SoleFiori
- **2.2.7** Warranty claims will not be honored if the identification marks (if have) of the module has been altered, removed or made illegible.
- **2.2.8** Third party components that are connected with the products or the components of the construction on which the Products are mounted have defects.



**2.2.9** 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.

#### 3.CLAIM

If the CUSTOMER has a justified claim covered by this Warranty, an immediate notification directly to SoleFiori shall be filed by sending an email to the email address of SoleFiori listed hereunder. Together with the notification, the CUSTOMER should enclose the following evidentiary documents or information related to the claim:

- 1) Identifying information of the claimant;
- 2) A detailed description of the claim;
- 3) Supporting materials including photos of affected modules or testing reports;
- 4) Serial number, types, and numbers of affected module;
- **5)** Evidence of purchase of the affected Module and Warranty Start Date;
- **6)** Initial installation location;
- 7) Other supplementary information required by SoleFiori;
- 8) Upon request by SoleFiori, the actual Module(s) allegedly causing the breach. In the event that CUSTOMER fails to notify SoleFiori and provide the relevant information of 1)-8) as described above, SoleFiori is entitled to refuse to process the relevant claim without any liability.

The Supplier will review and evaluate alleged claims after receipt of the claim and full information as stipulated herein. If SoleFiori at its sole discretion considers it necessary, SoleFiori can request the module be shipped back to SoleFiori's factory for testing, in which case. the Supplier will provide CUSTOMER with a Return Merchandise Authorization ("RMA). In the absence of such RMA, any returned module will not be accepted by SoleFiori. In the event CUSTOMER returns the Module without written agreement of SoleFiori, the risks (including but not limited to damage and loss of the Module) and expenses related to the Module shall be borne by CUSTOMER. Subject to the approval of SoleFiori's technical service department, the necessary and documented shipping costs related to this Warranty will be compensated by SoleFiori to the CUSTOMER.

SoleFiori is entitled to decide whether to send a representative to investigate the alleged claims onsite and related cost and expenses shall be borne by SoleFiori. In the event that SoleFiori decides to send a representative to the product installation site for verification, CUSTOMER shall actively cooperate for such investigation. If CUSTOMER refuses SoleFiori to enter the site for investigation without a proper and appropriate reason, SoleFiori has the right to extend the claim process until necessary evidence is provided: if CUSTOMER requires the concerned modules to be sent to an independent third-party testing agency for test (the lab must be approved by both parties), CUSTOMER will pay for the reasonable costs incurred by such test in advance. If the test results from the third-party testing agency determines that the existence of a module failure and the cause of such failure lies with SoleFiori, then the reasonable and direct and documented costs incurred due to such test can be passed on to SoleFiori, including shipping freight, transportation insurance, and laboratory testing costs, etc.



### 4.REPAIR, REPLACEMENT OR REFUND REMEDY

In respect of the Twelve (12) Year Limited Product Warranty, if SoleFiori verifies in its reasonable judgment that the Products fail to conform to the terms of the Standard Limited Warranty set forth herein, SoleFiori, at its option, will provide one of the following remedies:

- 1)REPAIR: determine a maintenance plan and repair the defective Products
- **2)**REPLACEMENT: replace the products with new products whose labeled power wattages equal to or exceed the Warranted Wattages of replaced Products (the Warranted Wattages is defined as the labeled power wattages of the Products minus the permissible accumulated degradation); OR provide additional Products to make up for the difference between the actual STC power of defective products and the warranty power.
- **3)** REFUND: refund the a) residual value of the defective Products, OR refund the b) Value Equivalent of Output Gap between the actual STC power and the warranty power of the products.
- **a)**The Residual value = Current Price (price per watt) \* Nominal Power Output \* (Remaining Limited Power Warranty Period / Original Limited Power Warranty Period);
- **b)**Value Equivalent of Output Gap = Current Price (price per watt) \* (Theoretical Minimum Residual Warranty Power Output Actual Power Output)
- \* The Current Price (price per watt) is determined by SoleFiori;

#### Special Note:

- 1)Unless otherwise agreed in writing, additional, repaired or replacement Modules shall be delivered to the same destination and on the same INCOTERMS 2020 delivery basis that the original Module causing breach of the Warranties was delivered under the purchase agreement to which this Limited Warranty applies. During repair and replacement, the costs and other related expenses for the removal, handling, repack, installation or reinstallation shall remain with the CUSTOMER.
- 2)SoleFiori's performance of any repair, replacement or additional supply pursuant to this Section shall not extend the term of any Warranties. SoleFiori is entitled to deliver similar modules at its sole discretion in replacement of the affected module(s) if the affected module(s) is no longer available. The nominal power of the modules used to replace the concerned module(s) shall at least equal or over the power wattage of the affected module(s).
- **3)**Beyond the warranty period of this Warranty, CUSTOMER shall bear all reasonable costs of materials, labor, freight, clearance, removal, repack, installation or reinstallation whatsoever related to repairing or replacement.
- **4)**Unless otherwise agreed upon in the underlying purchase agreement, CUSTOMER shall dispose of out-of-use Module (s) in accordance with applicable regulations on electronic waste treatment and disposal at its own cost and the same shall not be reworked, re-sold or re-used in any way. If SoleFiori determines to retrieve such Modules, the ownership of same is deemed to belong to SoleFiori, and SoleFiori shall bear the transportation costs related with delivery of the Module(s) from their original place to the destination location designated by SoleFiori.
- **5)**In the event the CUSTOMER returns the Module to SoleFiori without the prior written consent of the Supplier, the risks (including but not limited todamage or loss of the Module) and expenses related to the Module shall be borne by the CUSTOMER, and SoleFiori is entitled to refuse to deal with the related claims and demands without any liability therefrom. Unless with written authorization from SoleFiori, any replaced module(s) shall not be resold, reworked or reused in any way.



**6)**CUMTOMER is obliged to cooperate with SoleFiori to sign a "Customer Claim Agreement" which is in SoleFiori's format so that the remedy plan for any alleged claim can be implemented. Both parties agree that SoleFiori is entitle to use this as a precondition for fulfilling the obligations under this Standard Limited Warranty0.

#### **5.LIMITS OF LIABILITY**

Notwithstanding anything to the contrary in this limited warranty, except as expressly provided herein, SoleFiori makes no warranties, guarantees or conditions, express or implied, arising form or relating to the modules and SoleFiori disclaims any warranty or guarantee implied by law, including implied warranties or performance, merchantability or fitness for a particular purpose and implied warranties of custom or usage, arising from or relating to the modules. In no event shall SoleFiori be responsible pursuant to this warranty for an performance analysis, inspection, diagnosis, removal, customs, import duties, export duties, taxes, reinstallation costs, special, indirect, incidental, punitive, exemplary or consequential damages of any nature whatsoever, including losses or damages caused by reason of loss of use, loss of profits or revenue, interest charges(except as expressly provided herein), loss of bonding capacity, cost of capital or claims of CUSTOMER damages, whether liability arises as a result of breach of contract, tort liability (including negligence), strict liability, by operation of law or in any other manner. except as set out in this limited warranty,

SoleFiori shall have no responsibility or liability whatsoever for damage or injury to persons or property, or for other loss or injury resulting from any cause whatsoever arising out of or related to this limited warranty.

#### **6.ASSIGNMENT**

Subject to written notice to SoleFiori, SoleFiori's receipt of full and final payment for the modules, the intact and unchanged products installed in their original installation location, and full evidentiary documents for succession and assignment relationship, this entire Limited Warranty may be assigned in whole but not in part to any person or entity. Any permitted assignee of this Limited Warranty shall execute such agreements as may reasonably be requested by SoleFiori to confirm the applicability of any term hereof as a condition to 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

Any dispute related to or arising out of this Limited Warranty, including without limitation any question regarding its existence, validity, breach, or termination, shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the purchase agreement between the original purchaser and SoleFiori.



In case of dispute between SoleFiori and the CUSTOMER arising out of a warranty, a first-class international test-institute such as Fraunhofer, PI, TÜV SUD, TÜV Rheinland, Intertek, UL, CQC, CGC or a first-class test-institute in China or any other similar institute as mutually agreed by both SoleFiori and the CUSTOMER shall be involved to judge the claim finally. The decision made by such institute shall be final and binding on SoleFiori and the CUSTOMER. All fees and expenses shall be borne by the CUSTOMER, if the institute decides that the Module's quality conforms to the agreed standards, otherwise it will be borne by SoleFiori.

## 9.Governing Law

The clauses of governing law and dispute resolution under CONTRACT executed by SoleFiori and CUSTOMER shall be applicable to this Warranty.

SoleFiori reserves the right of interpretation for this Warranty.

## **10.FORCE MAJEURE**

SoleFiori shall not be responsible or liable in any way to the CUSTOMER for any non-performance or delay in performance under this Warranty, to the extent that such non-performance or delay in performance is caused by an event or circumstance that is beyond the reasonable control of SoleFiori, without SoleFiori's fault or negligence, and which by its nature could not have been foreseen or, if it could have been foreseen, was unavoidable ("Force Majeure Event"), The Force Majeure Events includes but not limited to following events, such as natural disaster (Power failure surges, lightning, flood, fire, earthquake typhoon, tsunami, snow damage and frost damage caused by low temperature etc.), the damage caused by surrounding environmental influence such as crustal movements and mud-rock flow, and the damage caused by accidental incidents such as war, riots, strikes, explosion, plague or other events outside SoleFiori's control breakage.

#### 11.MISCELLANEOUS

The terms of this Limited Warranty are conditioned upon their incorporation in a contractual agreement between SoleFiori and CUSTOMER, and when incorporated to such contractual agreement, this Limited Warranty shall be subject to the terms thereof and subject to modification when incorporated therein. SoleFiori reserves the right to modify or update this Limited Warranty at any time, with or without notice.

#### 12. Manufacturer information

Company: Zhuhai Hongjun New Energy Co. LTD

Address: No. 333, Fumao Road, Qianwu Town, Doumen District, Zhuhai City, Guangdong,

P.R.CHINA

Company's web site: https://www.hongjunhjt.com After-sales manager Email: service@hongjunhjt.com

After-sales manager: Yu Wang After-sales contact: 18018551003

Date: September 2023



# 13.Declaration

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.

# 14.Applicable PV module models

HJH-AB132DS0-730	HJH-AB120DS0-665	HJH-AB110DS0-610
HJH-AB132DS0-725	HJH-AB120DS0-660	HJH-AB110DS0-605
HJH-AB132DS0-720	HJH-AB120DS0-655	HJH-AB110DS0-600
HJH-AB132DS0-715	HJH-AB120DS0-650	HJH-AB110DS0-595
HJH-AB132DS0-710		HJH-AB110DS0-590
HJH-AB132DS0-705		HJH-AB110DS0-585
HJH-AB132DS0-700		HJH-AB110DS0-580
HJH-AB132DS0-695		
HJH-AB132DS0-690		





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