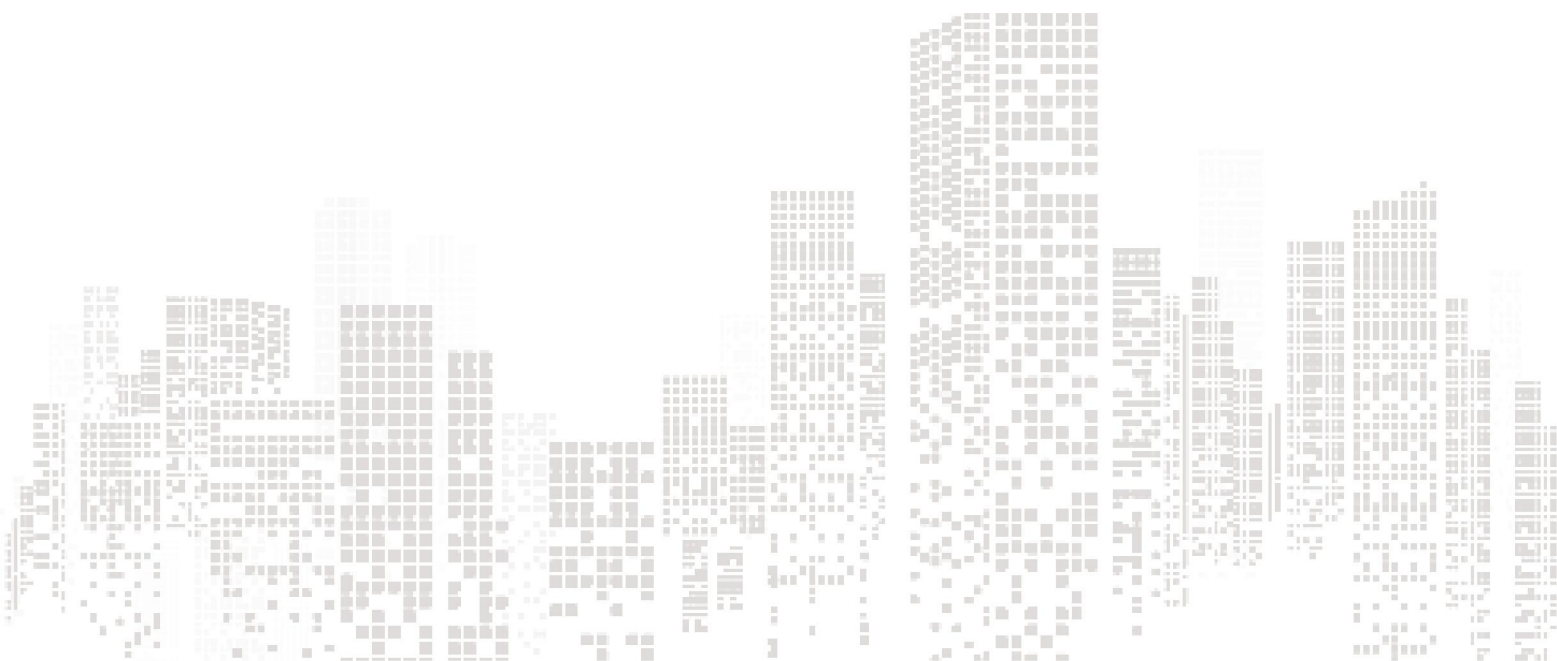


# Standard Limited Warranty

## 标准有限质保书





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

珠海鸿钧新能源有限公司（“鸿钧”）的生产或供应的HJT双面双玻光伏组件（组件）均受本有限责任保证条款的约束。

## 1.LIMITED WARRANTY 有限质保

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

鸿钧和客户签订光伏组件供应合同后，以其适用的国际贸易术语解释通则为准，当组件损坏的风险从鸿钧转到客户时“有限责任保证函”开始生效。

### 1.1 12-Year Limited Product Warranty 十二（12）年有限产品质保

Subject to the limitations & exclusions contained hereinafter, HONGJUN 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 HONGJUN's standard product documentation such as the installation manual and its annexes.

鸿钧向客户保证，自质保生效日起十二年（自然年）内，除下述之例外情况外，在产品的安装、使用和维护均遵守鸿钧发布的文件（如安装手册及其附件）规定的前提下，不会产生对产品发电功能产生重大影响的材料或制造工艺缺陷。

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.

本有限产品质保并不包括对产品具体的功率输出的保证，功率输出保证仅在下述有限电性能保证中明确给出。

### 1.2 Limited Power Output Warranty 有限电性能质保

HONGJUN 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:

鸿钧为其组件产品提供自质保起始日起总共长达30年的功率输出保证:

Illuminated at Standard Testing Conditions (AM 1.5, Wind speed:0m/s, Irradiance 1000w/m<sup>2</sup>, 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%.

在标准测试条件（大气质量AM1.5，风速=0m/s，辐照1000W/平方米，电池温度25℃）下，质保起始日起的首年内衰减在1%以内，第2年至第30年间每年平均衰减在0.4%内，在30年内的最后一年组件输出功率大于87.4%。

如组件在质保起始日后三十（30）年内，根据鸿钧的自行判断，任何组件未能提供保证的实际输出功率衰减是因组件的质量缺陷造成的，则鸿钧可自行选择以下任一方式替换补偿：

- (a) 向客户提供额外组件以补偿功率损失；
- (b) 将有质量缺陷的组件或零件替换为相同功能的组件或零件。



## 2.EXCLUSIONS AND LIMITATIONS 例外和限制条件

2.1 In any event, all warranty claims must be received within the applicable warranty period of each product under the Warranty.

在任何情况下，所有保证索赔必须在适用的产品的保证期内方可生效。

2.2 The Warranty does not apply to any module which in HONGJUN's absolute judgment have been subjected to:

本《标准有限质保书》不适用于以下经鸿钧判断确定情况的组件：

2.2.1 HONGJUN has not received all or part of the due payments from CUSTOMER

鸿钧或其开具发票的关联公司尚未收到与产品销售相关的全部或部分应收账款的

2.2.2 Unable to provide the purchase proofs, products information and other information or materials that can prove the claim is valid

无法提供购买凭证、产品信息及其它能够证明索赔条件已成的信息或资料的

2.2.3 Misuse, abuse, neglect or accident

不当使用，滥用，疏忽或者意外情况

2.2.4 Alteration, improper installation or application

更换，不适当的安装或应用

2.2.5 Non-observance of HONGJUN's installation and maintenance instructions

未遵守鸿钧的安装和维护指导

2.2.6 Repair or modifications by someone other than an approved service technician of HONGJUN

由未经鸿钧认可的技术人员进行维修或修改

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.

如果组件的识别标记(如果有)已被更改删除或难以辨认，则客户发出的索赔无效

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

与产品搭配的其它第三方部件、或产品安装的建筑物部件存在缺陷的

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.

产品外观损坏（包括但不限于划伤、污损、生锈、变色、或发霉）或其他由于产品材料的正常磨损造成的外观上的变化

## 3.CLAIM 索赔

If the CUSTOMER has a justified claim covered by this Warranty, an immediate notification directly to HONGJUN shall be filed by sending an email to the email address of HONGJUN 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 HONGJUN; and
- 8) Upon request by HONGJUN, the actual Module(s) allegedly causing the breach.

在本《标准有限质保书》的范围内，如果客户有合理的索赔要求，应立即形成文件化的声明，发送电子邮件至下列鸿钧的电子邮件帐户，随件列明与索赔相关的以下证据文件或信息：

- 1) 索赔人身份证明信息；
- 2) 索赔的详细说明；
- 3) 受影响组件照片或测试报告等证明材料；
- 4) 受影响组件的序列号、产品型号和数量；
- 5) 受影响组件的购买证明和质保起始日；
- 6) 初始安装地点；
- 7) 鸿钧要求提供的其他补充资料；
- 8) 应鸿钧的要求，提供据称未达到有限质保要求的相关组件。

In the event that CUSTOMER fails to notify HONGJUN and provide the relevant information of 1)-8) as described above, HONGJUN is entitled to refuse to process the relevant claim without any liability.

如客户未按上述方式通知鸿钧并提供1) -8) 的相关信息，鸿钧有权拒绝处理相关索赔，且不承担任何责任。

The Supplier will review and evaluate alleged claims after receipt of the claim and full information as stipulated herein. If HONGJUN at its sole discretion considers it necessary, HONGJUN can request the module be shipped back to HONGJUN'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 HONGJUN. In the event CUSTOMER returns the Module without written agreement of HONGJUN, 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 HONGJUN's technical service department, the necessary and documented shipping costs related to this Warranty will be compensated by HONGJUN to the CUSTOMER.

鸿钧收到客户的索赔需求及完整的信息材料后，将审核评估相关的索赔请求，如果鸿钧认为有必要，可以将组件运回鸿钧工厂进行检测，鸿钧向客户提供《产品退回授权书》。在没有《产品退回授权书》的情况下，鸿钧将不接受退回的组件，如客户擅自将产品退回的，相关产品的风险（包括但不限于货物损坏、丢失）及费用将由客户自行承担。在鸿钧书面批准的情况下，与本《标准有限质保》索赔相关的，合理、必要的和有文件证明的组件运输费用将由鸿钧向客户进行补偿。

HONGJUN is entitled to decide whether to send a representative to investigate the alleged claims onsite and related cost and expenses shall be borne by HONGJUN. In the event that HONGJUN decides to send a representative to the product installation site for verification, CUSTOMER shall actively cooperate for such investigation. If CUSTOMER refuses HONGJUN to enter the site for investigation without a proper and appropriate reason, HONGJUN 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 HONGJUN, then the reasonable and direct and documented costs incurred due to such test can be passed on to HONGJUN, including shipping freight, transportation insurance, and laboratory testing costs, etc.

鸿钧有权自行决定是否派出代表，对索赔组件产品的安装现场进行调查核实，因此发生的费用由鸿钧自行承担。如果鸿钧决定派出代表到产品安装现场核实的，客户应予以积极配合，若客户无合理原因拒绝鸿钧进入现场核实的，鸿钧有权自行决定延迟或拒绝质保索赔程序；如需送第三方检测机构检验（必须双方均认可，若双方无法达成一致的，以鸿钧指定的检测机构为准），则第三方检测机构进行鉴定所产生的合理费用由客户预先垫付。在第三方测试机构确认并判定责任属于鸿钧，则送测产生的合理且直接且有相关证据证明的费用可以由鸿钧承担，包括运输运费、运输保险费、第三方实验室测试费用等。

#### **4.REPAIR, REPLACEMENT OR REFUND REMEDY 维修、更换或退款救济**

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

针对前述十二（12）年有限品质保，经鸿钧合理判断确认产品未达到前述有限质保要求的，鸿钧有权自主决定从以下救济措施中选择一种执行：

1) REPAIR: determine a maintenance plan and repair the defective Products

自行确定维修方案并维修该产品；

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.

更换为新产品，新产品的总标称功率等于或高于被更换产品的质保功率（“质保功率”定义为产品的合同功率瓦数减去有限电性能保证允许的累积衰减）；或者提供额外的产品用以补足不良产品实际测试功率与质保功率之间的功率差值；

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.

通过退款的方式偿还不良产品剩余价值或者不良产品实际输出功率与质保功率的功率差异对应的价值差值：

a) The Residual value = Current Price (price per watt) \* Nominal Power Output \* (Remaining Limited Power Warranty Period / Original Limited Power Warranty Period);

剩余价值 = 当前价格（单瓦价格）\* 铭牌功率 \* (剩余质保年限/有限功率质保年限)；

b) Value Equivalent of Output Gap = Current Price (price per watt) \* (Theoretical Minimum Residual Warranty Power Output – Actual Power Output)

价值差值 = 当前价格（单瓦价格）\* (剩余理论质保功率总和-实际输出功率)。

\* The Current Price (price per watt) is determined by HONGJUN;

当前价格（每瓦价格）由鸿钧决定

Special Note 特别声明:

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





1) 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.

除非另有书面约定，交付额外组件、维修后的组件或用于替换原组件的新组件所适用的国际贸易术语-解释通则2020及运输目的地，应当与不符合有限质保要求的原组件相对应的且适用本《标准有限质保书》的原购买协议的约定一致。维修和更换过程中的拆除、搬运、重新包装、安装或重新安装产品时产生的所有费用和其他相关开支由客户自行承担。

2) HONGJUN's performance of any repair, replacement or additional supply pursuant to this Section shall not extend the term of any Warranties. HONGJUN 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).

鸿钧根据本条的规定修理、更换或提供额外组件的，不会导致质保期限重新起算或质保期限的延长。在不良组件产品不再生产、不能供应或已退市的情况下，鸿钧有权提供类似组件产品作为更换瑕疵组件产品，但新组件产品的性能不应低于瑕疵组件产品原有的性能。

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.

如果超过本《标准有限质保书》中规定的质保期，客户应承担修复或更换产品相关的所有合理的材料费、人工费、运费、清关费用、拆除、重新包装、安装或重新安装费用。

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 HONGJUN determines to retrieve such Modules, the ownership of same is deemed to belong to HONGJUN, and HONGJUN shall bear the transportation costs related with delivery of the Module(s) from their original place to the destination location designated by HONGJUN.

除非原购买协议中另有约定，否则客户应根据电子废物处理和处置的相关法律法规自费处置废弃组件，并且不得以任何方式返工、转售或重复使用。如果鸿钧决定回收该等组件，则视为其所有权归鸿钧所有，鸿钧应承担将组件从原址运送至鸿钧指定目的地的相关运输费用。

5) In the event the CUSTOMER returns the Module to HONGJUN without the prior written consent of the Supplier, the risks (including but not limited to damage or loss of the Module) and expenses related to the Module shall be borne by the CUSTOMER, and HONGJUN is entitled to refuse to deal with the related claims and demands without any liability therefrom. Unless with written authorization from HONGJUN, any replaced module(s) shall not be resold, reworked or reused in any way.

除非经鸿钧事先书面同意，否则鸿钧不接受任何退还的不良产品，如果客户未经供方事先书面同意将产品退回给鸿钧的，相关产品的风险(包括但不限于货物损坏、丢失)及费用将由客户自行承担，且鸿钧有权拒绝处理相关的索赔需求并无需就此承担任何责任。此外，除非鸿钧明确书面同意，客户不得以任何形式销售、返工或重复使用已被更换的产品。

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



客户有义务配合鸿钧签署鸿钧格式的《客诉处理协议》以便使相关的处理方案得以实施，鸿钧及客户理解并同意此《客诉处理协议》的签署为鸿钧履行本《有限质保书》义务的前提。

## 5.LIMITS OF LIABILITY责任限制

Notwithstanding anything to the contrary in this limited warranty, except as expressly provided herein, HONGJUN makes no warranties, guarantees or conditions, express or implied, arising from or relating to the modules and HONGJUN 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.

无论本《标准有限质保书》其他条款是否有相反规定，除了本《标准有限质保书》明确列明的保证外，鸿钧就组件不提供其他任何明示或默示的担保及保证，且鸿钧不承认法定的默示担保和保证，这类默示担保和保证包括就组件性能、适销性或适用于特定目的的默示担保以及就符合习惯或惯例的默示担保等。

In no event shall HONGJUN 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,

在任何情况下，鸿钧都不负责组件的性能分析、检查、诊断、移动和清关工作，也不承担进口关税、出口关税、其他税收、重新安装的费用、特别损失、间接损失、偶然损失、罚金、以及任何性质的惩罚性赔偿金或附随损失，包括因丧失利用价值而发生的损失和损害、利润和收入损失、利息费用（除非本《标准有限质保书》明确规定应由鸿钧承担的）、担保公司提供的担保额度下降的损失、资本成本损失或客户索赔损失等，无论这些损失是否是依据法律规定或其他约定基于违约责任、侵权责任（包含过失）或严格责任而产生。

HONGJUN 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.

除本《标准有限质保书》中有明确规定外，鸿钧不承担人身伤害或财产损失和损害的赔偿责任，也不承担任何其他与《标准有限质保书》相关的损失或损害的赔偿责任。

## 6.ASSIGNMENT可转让性

Subject to written notice to HONGJUN, HONGJUN'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 HONGJUN to confirm the applicability of any term hereof as a condition to assignment.

在鸿钧收到组件全款并得到书面通知，同时组件产品在初始安装地点保持完整和位置不变、且继承和转让关系可以得到充分证明的情况下，本《标准有限质保书》可转让。《标准有限质保书》的转





让应为整体转让，不得部分转让。经鸿钧要求，经承认的《标准有限质保书》的受让方应签署协议确认接受《标准有限质保书》的内容，以此作为转让的前提。

## 7.SEVERABILITY可分割性

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.

如果本《标准有限质保书》中的某些内容规定、条款或应用，在面对某个人员或处于某个环境下被认定为无效、不适用或不可执行时，则这些内容、规定、条款或应用不应影响并且应保留本《标准有限质保书》的其他内容、规定、条款或应用。其他内容、规定、条款或应用应视为可分割。

## 8.DISPUTES争议解决

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 HONGJUN.

任何与本《标准有限质保书》有关的争议，包括但不限于有关《标准有限质保书》的存续，效力，违反或终止等争议，应按照预先签订的销售合同中规定的经过双方同意的争议处理方式来解决。

In case of dispute between HONGJUN 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 HONGJUN and the CUSTOMER shall be involved to judge the claim finally. The decision made by such institute shall be final and binding on HONGJUN 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 HONGJUN.

如果对有限保证范围内的索赔有任何分歧，应当引入一流的国际测试机构，如Fraunhofer, PI, TÜV SUD, TÜV Rheinland, Intertek, UL, CQC, CGC等或中国的一流的测试机构或鸿钧和客户互相认可的测试机构来进行最终的判断。该机构的决定为最终决定，对鸿钧和客户均具有约束力。如测试机构认定光伏组件的质量符合标准要求，所有费用和开支均由客户承担，否则由鸿钧承担。

## 9.Governing Law

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

鸿钧与客户签署的合同中的关于准据法及争议解决的条款适用于《标准有限质保书》。HONGJUN reserves the right of interpretation for this Warranty.

鸿钧保留本《标准有限质保书》的解释权。





## 10.FORCE MAJEURE 不可抗力

HONGJUN 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 HONGJUN, without HONGJUN'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 HONGJUN's control breakage.

鸿钧不对客户因超出鸿钧合理的控制范围内的原因或情形导致的任何不符合或延迟履行任何条款和条件(包括本《标准有限质保书》)而承担任何责任或义务，因为在某种程度上，这样的不履行或迟延履行是由于情况超出了鸿钧的控制范围，不是鸿钧的过错或过失，这种情况的出现是由于其特性不能预见或即使是可以预见的，但是不可避免的(“不可抗力事件”)。不可抗力事件包括但不限于以下事件,如自然灾害(停电、雷电、洪水、火灾、地震、台风、海啸、低温造成的雪崩和霜冻等)造成的损害，地壳运动，泥石流等周边环境的影响所造成的损害，以及战争，骚乱，罢工、爆炸，瘟疫或其他鸿钧所能控制之外的事件。

## 11.MISCELLANEOUS其他

The terms of this Limited Warranty are conditioned upon their incorporation in a contractual agreement between HONGJUN 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. HONGJUN reserves the right to modify or update this Limited Warranty at any time, with or without notice.

本《标准有限质保书》以鸿钧和客户之间订立的合同为基础和前提，并且应当纳入该合同协议并受其条款的约束，且双方可能通过合同修订《有限质保书》中的条款。鸿钧保

留在任何时间修订或更新本《标准有限质保书》的权利，该等修订或更新无需通知。

This Warranty is drafted in both English and Chinese, should any inconsistency occurs between these two languages, the Chinese version shall prevail.

本《标准有限质保》包含中英双语，若两种语种之间的表述不一致，以中文版为准。



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