

## **LIMITED WARRANTY STATEMENT** **PHOTOVOLTAIC MODULE PRODUCTS** Effective January 1<sup>st</sup>, 2018

The product (hereinafter the “Product”) in this Warranty means the Standard PV Module(s) manufactured by Global Solar Trading BV., (hereinafter “Honeywell Solar Modules”). Honeywell Solar Modules warrants its Product(s) in compliance with the terms and conditions as stipulated below.

The Customer in this Warranty means the individual person or company who purchases photovoltaic Honeywell Solar Modules.

This “Limited Warranty for PV-Modules” is valid for all Standard Modules delivered from Honeywell Solar Modules since

**January 1<sup>st</sup>, 2018**

### **1. Limited Product Warranty – Repair or Replacement**

#### **Twelve (12) years**

Honeywell Solar Modules warrants that the Product including factory-assembled DC connectors and cables, if any, will be free from defects in material and workmanship under normal application, installation, operation, and use and service conditions. If Product fails to conform to this warranty, within a period of twelve (12) years from the date of delivery by Honeywell Solar Modules to its first buyer, Honeywell Solar Modules will, at its sole discretion, either repair the defective Product(s) at no charge; or replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge, within the above specified period. This repair or replacement remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the twelve (12) years period set forth herein.

This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (“Limited Peak Power Warranty”).

### **2. Limited Linear Peak Power Warranty - Limited Remedy**

Honeywell Solar Modules guarantees that during the first (1<sup>st</sup>) year from the date of delivery by Honeywell Solar Modules to the first buyer,

**For Monocrystalline Products:** 3.0% of the “Peak Power at STC”-1 as specified as of the product label in the first year, thereafter the actual annual power decline no more than 0.7% per year, ending with 80.2% of the “Peak Power at STC”-1 as specified as of the product

label in the 25<sup>th</sup> year after the Warranty Start Date.

For **Polycrystalline Products**: 2.5% of the “Peak Power at STC”-1 as specified as of the product label in the first year, thereafter the actual annual power decline no more than 0.7% per year, ending with 80.7% of the “Peak Power at STC”-1 as specified as of the product label in the 25<sup>th</sup> year after the Warranty Start Date.

Provided that such loss in power is determined by Honeywell Solar Modules (at its sole and absolute discretion) to be due to defects in material or workmanship, Honeywell Solar Modules will, at its sole option, replace such loss in power by either (a) providing additional Product(s) to the Customer to make up for such loss in power or (b) replacing the defective Product(s) at the option of Honeywell Solar Modules.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the “Limited Linear Peak Power Warranty”.

### 3 . Exclusions and Limitations

(1) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.

(2) The “Limited Product Warranties” and the “Limited Linear Peak Power Warranties” do not apply to any Product(s) which have been subjected to:

Misuse, abuse, neglect or accident;

- Alteration, improper installation or application;
- Non-observance of Honeywell Solar Modules’ installation manual;
- Impairments caused by external effects, such as e.g., dirt stains, smoke, damages caused by salt, by chemicals not explicitly authorized for use, e.g. for cleaning. Repair or modifications by someone other than an approved service technician of Honeywell Solar Modules;
- Power failure surges, lightning, flood, fire, accidental breakage or other events out of Honeywell Solar Modules’ control;
- Caused by external events including but not limited to defective equipment parts, appliances, system components like, connecting cables, invertors, or the like, which have been coupled with the Module by anyone other than Seller, or caused by defective system design, configuration, or installation planning
- Removal of Modules and reinstallation at a new site;
- Installation on mobile platforms or in a marine environment; direct contact with corrosive agents or salt water; pest damage; or malfunctioning system components;
- Alteration, removal or obliteration of the original Module label;
- Other events that are reasonably beyond the control of Honeywell Solar Modules.

(3) Both the “Limited Product Warranties” and “Limited Peak Power Warranties” do not cover any costs associated with installation, removal or re-installation of the PV-modules and (except as explicitly set forth in the final paragraph of Section 5) customs clearance or any

other costs for return of the Product(s);

(4) Both the “Limited Product Warranties” and “Limited Peak Power Warranties” do not cover cosmetic blemishes associated with installation, or the normal wear and tear of the Product.

#### **4. Limitation of Warranty Scope**

These warranties as set forth herein are expressly in lieu of and exclude all other warranties of any kind whatsoever, whether express or implied, including but not limited to warranties of merchantability, of fitness for particular purpose, use, or application, of non-infringement and all other obligations or liabilities on the part of Honeywell Solar Modules, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Honeywell Solar Modules to the broadest extent permitted by law.

Honeywell Solar Modules 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 the Product(s), including, without limitation, any defects in the Product(s), or from use or installation. Under no circumstances shall Honeywell Solar Modules be liable for any special punitive, incidental, or consequential damages, howsoever caused, including but not limited to loss of use, loss of profits, loss of production, or loss of revenues, arising, directly or indirectly from the sale or use of any Product(s), whether such claim is based on warranty, contract, negligence, strict liability or otherwise, Honeywell Solar Modules’ aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the Customer, for the single unit of Product(s) involved. The rights and limitations herein shall leave unaffected any legal rights existing under mandatory applicable laws.

#### **5. Obtaining Warranty Performance**

If the Customer has a justified claim covered by this “Limited Warranties for PV Modules”, an immediate notification directly to Honeywell Solar Modules shall be filed by mailing a registered letter in writing to the address of Honeywell Solar Modules listed hereunder, or by, sending an email letter to the email account of Honeywell Solar Modules Service Center listed hereunder as soon as becoming aware of the circumstances which constitute a warranty case. Together with the notification, the Customer should enclose the following information:

- The necessary contact information of the Customer, including its name, address, telephone, email, etc.,
- The corresponding serial number of the Product(s)
- The date on which the Product(s) have been delivered and installed
- The pictures of the defective Module which show the defect and/or the pictures which show the shadowing situation at the installation location

The timely receipt of the notification by Honeywell Solar Modules shall be decisive.

The return of any PV-modules will not be accepted unless prior written authorization for the return and evaluation of the claimed defect has been given by Honeywell Solar Modules. To the extent necessary for processing the return request Honeywell Solar Modules or its authorized person shall be given commercially reasonable access to the Product(s) for inspection and analysis of the claimed defect. In connection with both the “Limited Product Warranties” and “Limited Peak Power Warranties”, Honeywell Solar Modules shall reimburse Customer for reasonable, customary and documented transportation charges by sea freight for both the return of the Product(s) and reshipment of any repaired or replaced Product(s), only if this cost is authorized by Honeywell Solar Modules customer service department.

## **6. Severability**

If a part, provision or clause of this “Limited Warranty for PV-Modules”, 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 “Limited Warranty for PV-Modules”, and to this extent such other parts, provisions, clauses or applications of this “Limited Warranty for PV-Modules” shall be treated as severable.

## **7. Disputes**

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party, unless otherwise awarded. The final explanation right shall be borne by Honeywell Solar Modules.

## **8. Various**

The repair or replacement of the Product(s) or the supply of additional Product(s), does not cause the beginning of new warranty terms, nor shall the original terms of this “Limited Warranty for PV-Modules” be extended. Any replaced Product(s) shall become the property of Honeywell Solar Modules made for their disposal. Honeywell Solar Modules has the right to deliver another type (different in size, color, shape and/or power) in case Honeywell Solar Modules discontinued producing the replaced Product(s) at the time of the claim.

## **9. Warranty Transfer**

This warranty is transferable from the original Customer to any assignee and remains in effect for the time period remaining under the limited warranties, provided the Product remains

installed in its original location at the warranty registration.

## 10. Force Majeure

Honeywell Solar Modules shall not be responsible or liable in any way to the customer or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Warranty for PV-Modules ", due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of such Honeywell Solar Modules. In such cases, performance by Honeywell Solar Modules of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

1 "Peak Power at STC" is the power in Watt peak that a PV- Module generates in its Maximum Power Point. "STC" are as follows:

Light spectrum of AM 1.5, (b) an irradiation of 1000 W per m<sup>2</sup> and (c) a cell temperature of 25 degree centigrade at right angle irradiation.

The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of Honeywell Solar Modules valid at the date of manufacture of the PV-modules. The power output shall be measured by a laboratory approved by Honeywell Solar Modules.

## Notes

In the event of any inconsistency among different language versions of this Warranty Statement, the English version shall prevail. For modules covered by our warranty, please refer to our product lists published on our website [www.honeywell-solar.com](http://www.honeywell-solar.com) as such list is updated from time to time.

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Honeywell Solar Modules are manufactured by Global Solar Trading B.V..

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