

Shanghai Kaitai New Energy Science and Technology Co., Ltd

LIMITED WARRANTY FOR PV MODULES (“Limited Warranty”)

Rev. 2020-EN-VER 1.0

You have made the right choice by purchasing photovoltaic modules (“Modules or “Module”) of Shanghai Kaitai New Energy Science and Technology Co., Ltd (“KT-ENERGY”).
KT-ENERGY shall provide modules for 12-year limited product warranty and 25-year limited performance warranty as described in detail below(hereinafter collectively referred to as “Limited Warranty”).

Standard PV Module Products covered under this warranty are:

KT-M672H-xxx	(xxx=360-395)
KT-M660H-xxx	(xxx=300-330)
KT-M372H-xxx	(xxx=370-400)
KT-M360H-xxx	(xxx=310-335)
KT-M6/144H-xxx	(xxx=410-450)
KT-M6/120H-xxx	(xxx=340-375)

KT ENERGY shall provide modules for 12-year limited product warranty and 30-year limited performance warranty as described in detail below(hereinafter collectively referred to as “Limited Warranty”).

KT-M6/144G-xxx	(xxx=390-445)
KT-M6/120G-xxx	(xxx=325-370)
KT-G1/72G-xxx	(xxx=325-395)
KT-G1/60G-xxx	(xxx=270-330)

XXX is standing for rated output power at STC.

For above-mentioned types of standard Modules (“Grade A Modules”), KT ENERGY warrants its limited warranty of Modules starting from Modules’ Delivery Date (“Customer”) or start from the expiration of twelve (12) months after the Modules’ Manufacture Date, whichever occurs earlier. The Manufacture Date, which can be read from the serial number of the Modules, is the third number to the eighth number counting from the left, namely “YY MM DD”.

1. Limited Product Warranty----- 12-Year Repair, Replacement

KT ENERGY warrants its Modules to be free from defect in Workmanship, as per the Mechanical and Electrical Characteristics of the Module’s Datasheet, under KT ENERGY normal application, installation, use and service conditions. If Modules fail to conform to this warranty, within One Hundred Forty-four (144) months after the limited warranty starting date (hereinafter referred to as the “Limited Warranty Starting Date”), KT ENERGY will, at its option, either repair or replace the Modules. The repair or replacement shall be the sole and exclusive remedy provided under the clause “Limited Product Warranty” and shall not extend period of warranty set forth herein.

2. Limited performance Warranty

2.1 For Non-Double glass Module-----25-Year Limited Remedy

KT ENERGY warrants that, for Non-Double glass Module, 97.5% in the first year from the Limited Warranty Starting Date, thereafter, for years two (2) through twenty-five (25), 0.6% maximum decrease from Module’s nominal power output per year, ending with the 83.1% in the 25th year after the defined Limited Warranty Starting Date.

2.2 For Double glass Module-----30-Year Limited Remedy

KT ENERGY warrants that, for Double glass Module, 97.5% in the first year from the Limited Warranty Starting Date, thereafter, for years two (2) through thirty (30), 0.5% maximum decrease from Module's nominal power output per year, ending with the 83% in the 30th year after the defined Limited Warranty Starting Date.

2.3 In case of actual power output of Module not in line with aforementioned warranted actual power output, owing to any significant defects in materials and workmanship, KT ENERGY may judge at its sole discretion and at its option either, (a) provide additional Modules to the Customer to make up for such loss in power or (b) repair or replace the defective Modules and at KT ENERGY's cost deliver such Modules to the delivery point before.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the clause "Limited performance warranty" and shall not extend period of warranty set forth herein.

Nominal Power Output in product datasheet is the power in Watt peak that a Photovoltaic Solar Modules generates in its Maximum Power Point under Standard Testing Conditions (STC). STC are as follows:

(a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per m² and (c) a cell temperature of 25 degrees 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 KT ENERGY valid at the date of manufacture of the PV-modules.

3. Exclusions and Limitations

- (1) "Limited Warranty" does not apply to Modules marked as "Grade B" or "Grade C". "Limited Warranty" does not cover any costs associated with installation, removal or re-installation of the Modules and customs clearance or any other costs for return of the Modules (except as explicitly set forth hereof).
- (2) The "Limited Warranty" does not apply to any Modules which have been subjected to:
 - (a) Accident or inappropriate transportation;
 - (b) Non-observance of KT ENERGY's installation manual or maintenance instructions;
 - (c) Repair or modifications by someone other than an approved service technician of KT ENERGY;
 - (d) The Product's installation on mobile units (except photovoltaic tracking system), such as vehicles, ships or offshore-structures;
 - (e) Any damage due to the abnormal operating environment;
 - (f) Power failure surges, lightning, flood, fire, accidental breakage, improper connections resulting in hazardous reverse current or other events outside KT ENERGY's control;
 - (g) Damage due to unauthorized change of design structure;
 - (h) Any damage due to immersed into water or any other functional affect or damaged by the external force

- (including animals gnawing, such as rodents, birds, and insects);
- (i) Any Modules that the customers are fully aware of the defaults but accept;
 - (j) Any damage, unstable, defects caused by natural depletion;
 - (k) Any transfer of Modules from the original continent of destination (e.g. North America, Europe, Asia, Australia, Africa or South America) without written permission from KT ENERGY.
- (3) Warranty claims will not be honored if the type or serial number of the Modules have been altered, removed or made illegible.

4. Limitation of Warranty Scope

THIS "LIMITED WARRANTY" AS SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF KT ENERGY, UNLESS SUCH OTHER OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY KT ENERGY. KT ENERGY 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 MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE MODULES, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL KT ENERGY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, AND LOSS OF REVENUES ARE SPECIFICALLY AND WITHOUT LIMITATION EXCLUDED. KT ENERGY'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED 100% OF THE INVOICE VALUE AS PAID BY THE CUSTOMER, FOR THE SINGLE UNIT OF MODULE.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF PRODUCTS, INCLUDING, WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU.

5. Obtaining Warranty Performance

Claims can become effective only by putting forward within the Limited Warranty Period. If the Customer has a justified claim covered by this "Limited Warranty", an immediate notification shall be filed directly to KT ENERGY by mailing a registered letter in writing, or, sending an email letter to the email account of KT ENERGY listed hereunder. Together with the notification, the CUSTOMER should enclose name and address of Customer, name and address of installer and authorized KT ENERGY distribution partner, the evidence of the claim with the affected Module type, affected quantity and corresponding serial numbers of production date, a related invoice document with stamp or signature. Addresses of KT ENERGY offices are listed at the end of this document.

The return of any Modules will not be accepted unless with prior written authorization by KT ENERGY. KT ENERGY shall reimburse Customer for reasonable, customary and documented transportation charges (limited to charges of land transportation and ocean freight) for both the return of the Modules and reshipment of any repaired or replaced Modules, further the transportation charges shall be approved by the Customer Service Department of KT ENERGY before it incurs.

6. Severability

If a part, provision or clause of this "Limited 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 "Limited Warranty", and to this end such other parts, provisions, clauses or applications of this "Limited Warranty" shall be treated as severable.

7. Technical Disputes

In case of any dispute arising out of a warranty-claim, Customer and KT ENERGY shall jointly entrust a famous international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or in Shanghai/China, TÜV SUD in Munich/ Germany or in Shanghai/China, DNV GL PVEL LLC, VDE in China to make the test. The test report shall be final and binding to both Customer and KT ENERGY. All fees and expenses shall be borne by the Customer, if the test institute decides that the Module's quality conforms to the agreed standards, otherwise it will be borne by KT ENERGY.

8. Various

The repaired or replaced Modules shall be the property of KT ENERGY. By claim and settlement, KT ENERGY has the right to deliver another type (different in size, color, shape, power) to replace, in case the claimed modules are ceased to produce.

9. Warranty Transfer

This "Limited Warranty" is transferable when the product remains installed in its original installation location.

10. Force Majeure

KT ENERGY shall not be responsible or liable in any way to the customer for any non-performance or delay in performance under this Limited Warranty due to occurrences of force majeure such as, war, riots, strikes, unavailability of suitable and sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the defective Product(s) or the notification of the relevant warranty claim under this Limited Warranty.

11. Update

KT ENERGY is entitled to update this "Limited Warranty", the updated version is superior to this "Limited Warranty for PV Modules". And this version shall continue to be valid till the updated version is issued officially.

12. Interpretation

KT ENERGY reserves the right of interpretation for this Limited Warranty.

13. In case of questions regarding our products' quality and performance, please contact authorized KT ENERGY distribution partners or your nearest KT ENERGY office which can be found at www.KTENERGY.com , KT ENERGY Global service hotline:4009688227, Global service mailbox:KT ENERGY-Service@KT ENERGY.com.

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