

Product And Peak Power

Limited Warranty for Standard PV Modules



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1. Limited Product Warranty - 25 Years Repair, Replacement or Refund Remedy

Subject to the below exclusions, **Wyone Trading, Inc.**, (hereinafter referred to as "**Sunmac Solar**") warrants to the original Buyer (the "**Buyer**") that the modules shall be free from defects in materials and workmanship that have an effect on module functionality under normal application, installation, use and service conditions as specified in Sunmac Solar's standard product documentation and are hence endowed with a Limited Product Warranty of Twenty-Five (25) years.

Sunmac Solar guarantees that the module will maintain the mechanical integrity and stability in accordance with approved operation methods described in our installation instructions; the glass of a module will maintain its integrity provided there are no indications of localized impacts or external forces; and that the cable and connector plug of a module will remain safe and operational provided modules are professionally installed. Any damages caused by abrasion, improper installation or animals are exempt from this warranty.

Claims under the warranty can only be accepted if the Buyer can provide proof that the malfunctioning or non-conformity of a module results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in Sunmac Solar's standard product documentation. To this end, the Buyer shall also provide evidence such as module purchase date, transportation, storage, and deployment information. Any color change on module or any other changes on module appearance do not represent defects, insofar the change in appearance does not stem from defects in material and/or workmanship and does not cause degradation of functionality of the module. If the product fails to conform to this warranty, Sunmac Solar will, at its option, either repair or replace the product, or provide an appropriate residual market value of the product(s) as compensation.

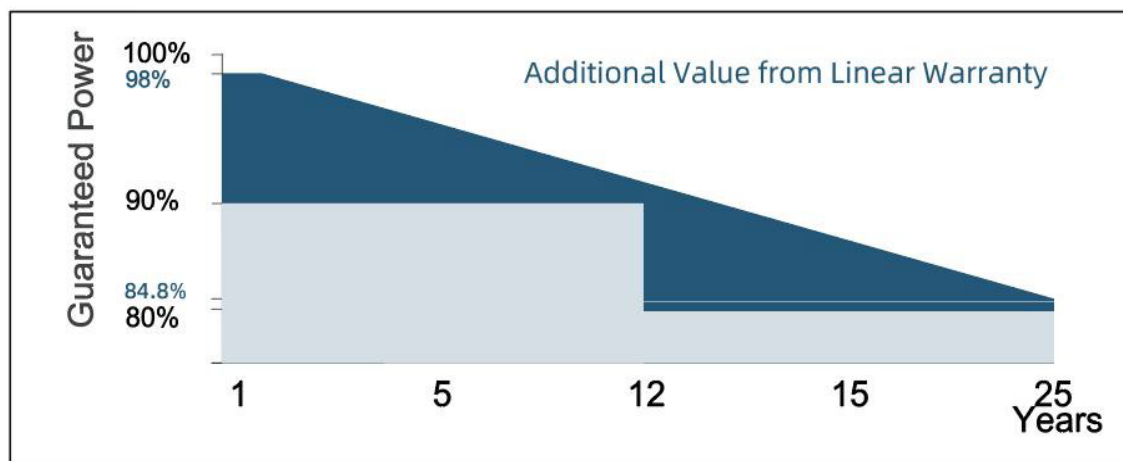
2. Limited Peak Power Warranty-Limited Compensation

- **25-Years Limited Peak Power Warranty for single glass module**

Warranty start date: the date of the module is delivered to the direct buyer, The output power of the photovoltaic module is less than the lower limit value defined in the contract or the nominal power showed in nameplate of the actual product, provided that such loss in power is determined by Sunmac Solar (at its sole and absolute discretion) to be due to defects in material or workmanship, Sunmac Solar will replace such loss in power by either providing additional modules to the customer to make up for such loss in power, or by replacing the defective module(s) at the option of Sunmac Solar.

Sunmac Solar guarantees that the loss of power output with respect to the nominal power output specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC) for the Product(s) shall not exceed:

- For monocrystalline Modules: 2.0% in the first year, thereafter 0.55% per year ending with 84.8% in the 25th year from the Warranty Start Date.



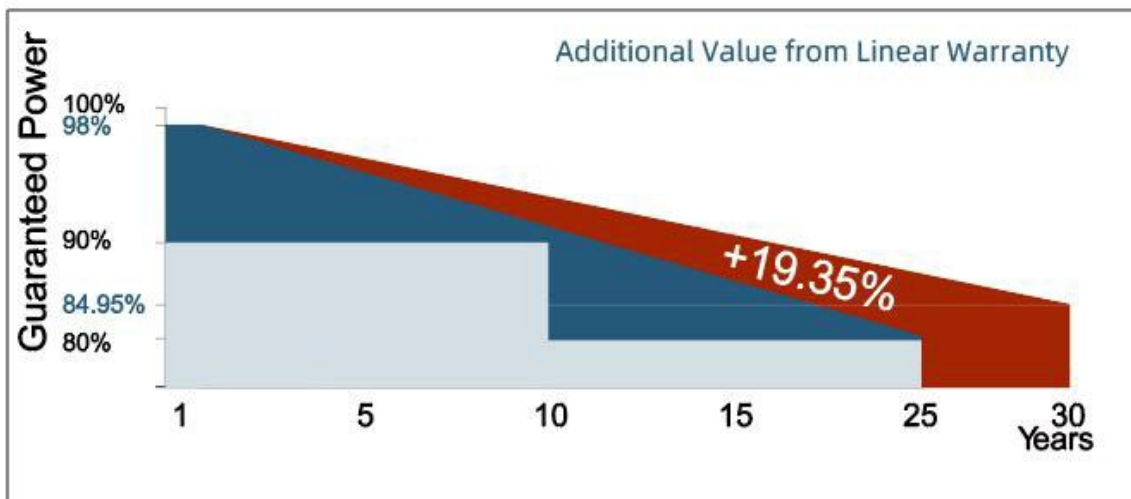
- **30-Year Limited Peak Power Warranty for double glass module**

Warranty start date: the date of the module is delivered to the direct buyer, The output power of the photovoltaic module is less than the lower limit value defined in the contract or the nominal power showed in nameplate of the actual product, provided that such loss in power is determined by Sunmac Solar (at its sole and absolute discretion) to be due to defects in material or workmanship, Sunmac Solar will replace such loss in power by either

providing additional modules to the customer to make up for such loss in power, or by replacing the defective module(s) at the option of Sunmac Solar.

Sunmac Solar guarantees that the loss of power output with respect to the nominal power output specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC) for the Product(s) shall not exceed:

- For monocrystalline Modules: 2.0% in the first year, thereafter 0.45% per year ending with 84.95% in the 30th year from the Warranty Start Date.



3. Exclusions and Limitations

- In any event, all warranty claims must be filed within the applicable warranty period.
- The "Limited Product Warranty" and the "Limited Peak Power Warranty" do not apply to any modules which have been subjected to:
 - Misuse, abuse, neglect or accident;
 - Alteration, improper installation or application;
 - Do not connect fuse in combiner box or string inverter with two or more strings in parallel connection;
 - Non-observance of Sunmac Solar 's installation and maintenance instructions;
 - Repair or modifications by a service technician not approved by Sunmac Solar;

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- Power failure surges, lighting, flood, fire, accidental breakage or other events outside Sunmac Solar's control.
 - Both the "Limited Product Warranty" and the "Limited Peak Power Warranty" do not cover any transportation charge, custom clearance or any other costs for return of the modules, or for reshipment of any repaired or replaced modules, or costs associated with installation, removal or reinstallation of the PV modules.
 - Warranty claims will not be honored if the type or serial number of the modules have been altered, removed or made illegible.
 - Limited warranty agreements for PV modules do not apply to degraded modules.

4. Limitation of Warranty Scope

These "Limited Warranties for PV Modules" set forth herein are expressly in lieu of and exclude 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 Sunmac Solar, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Sunmac Solar. Sunmac Solar 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 module, or from use or installation. Under no circumstances shall Sunmac Solar 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. As for the single unit of module, Sunmac Solar's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer.

5. Obtaining Warranty Performance

If the Customer feels a justified claim covered by this "Limited Warranty for PV Modules", an immediate notification directly to Sunmac Solar shall be filed by mailing a (registered/certified) letter in writing to the addresses of Sunmac Solar listed here under, or, sending an email letter to the email account of Sunmac Solar listed here under. Together with the notification, the Customer should enclose the evidence of the claim with the corresponding serial number of the module(s) and the invoice on which the modules have

been purchased. Therefore any PV modules will not be accepted unless prior written authorization has been given by Sunmac Solar.

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 end 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, First-class testing agencies such as CSA Kunshan Laboratory, Changzhou Hua Yang laboratory and PI Suzhou laboratory will make final decisions on claims. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

8. Various

The repair or replacement of the modules or the supply of additional modules 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 modules shall become the property of Sunmac Solar made for their disposal. Sunmac Solar has the right to deliver another type (different in size, color, shape and/or power) in case Sunmac Solar discontinued producing the replaced modules at the time of the claim.

9. Warranty transfer

This warranty is transferable when the product remains installed in its original location at the warranty registration.

10. Claim Verification and Remediation Process

If the Buyer believes that it has a justified claim covered by the limited warranties set forth above, then the Buyer shall comply with the following Return Material Authorization ("RMA") process. The Buyer must submit such claim in writing to Sunmac Solar within the applicable warranty period specified above to the following address:

Wyone Trading, Inc., DBA – Sunmac Solar.
2081 Business Center Dr., Suite 250
Irvine, California 92612 U.S.A.

Attn: Zheng Sun – GM

Email: z.sunny@sunmacsolarus.com

Such notice should enclose evidence of the date of delivery of the applicable product and the basis for the Buyer's claim. Warranty claims may only be made by the original Buyer or a person to whom the title to the applicable module(s) has been transferred, provided that the modules remain in their original location and configuration.

Upon receipt of such written claim, Sunmac Solar may seek further verification of the Buyer's claim of a breach of one of the foregoing limited warranties. Upon written RMA authorization by Sunmac Solar and according to return packaging and shipping instructions from Sunmac Solar, the Buyer will return the allegedly defective products to Sunmac Solar. Sunmac Solar will not accept the return of any product unless prior written authorization has been given by Sunmac Solar themselves and the Buyer has complied with the packaging and shipping instructions provided by Sunmac Solar.

If according to reasonable judgment Sunmac Solar verifies that a module does not comply with the limited warranties set forth above, then Sunmac Solar will at their option either (1) repair the affected module and return it to the Buyer (shipment costs at the Buyer's expense), (2) provide a new or refurbished replacement module to the Buyer (shipment costs at the Buyer's expense), or (3) provide an appropriate residual market value of the reduced performance of product(s) as compensation. Any repair or replacement of an affected module shall not increase the applicable warranty period. Sunmac Solar reserves the right to deliver a similar module (of similar size, color, shape, and/or power output) in replacement of the returned module should the production of the returned model be discontinued or otherwise unavailable. Ownership of all modules which have been replaced is passed to Sunmac Solar. Some jurisdictions limit or do not permit disclaimers of liability, so this provision may not apply.

11. Not Independent Warranties

The Buyer has the right to pursue claims under each of the warranties set forth above; provided that if claims arise under multiple limited warranties from a single

incident, then if Sunmac Solar remedies such incidents as set forth above, Sunmac Solar shall be deemed to have resolved all applicable warranty claims arising from such an incident.

12. Limitation of Liability

To the maximum extent permitted by applicable law, Sunmac Solar hereby disclaims, and 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 any of its products or their use. To the maximum extent permitted by applicable law, under no circumstances shall Sunmac Solar be liable to the Buyer, or to any third party claiming through or under the Buyer, for any lost profits, loss of use, or equipment downtime, or for any incidental, consequential or special damages of any kind, howsoever arising, related to the products, even if Sunmac Solar has been advised of the possibility of such damages.

To the maximum extent permitted by applicable law, Sunmac Solar's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price paid to Sunmac Solar by the Buyer for the product. The Buyer acknowledges that the foregoing limitations on liability are an essential element of the agreement between the parties and that in the absence of such limitations the purchase price of the products would be substantially different. Some jurisdictions limit or do not permit disclaimers of liability, so this provision may not apply to the Buyer.

You may have specific legal rights outside this warranty, and you may also have other rights that vary from State to State or country to country. This Limited Warranty does not affect any additional rights you have under laws in your jurisdiction. Some jurisdictions limit or do not permit disclaimers of liability, so the limitations or exclusions in this Limited Warranty Statement may not apply.

This limited power warranty applies to: products delivered to direct buyers from January 1st, 2022. This version of the "Limited Power Warranty for PV Modules" holds its validity until replaced by an updated version.

Sunmac Solar reserves the right to change this limited warranty statement without prior notice. For the latest edition, please refer to the documents on the website of Sunmac Solar.

<https://www.sunmacsolarus.com>