

**GOODWE**



# **GOODWE Standard Limited Warranty for PV Building Material**

GWBM-OTD-BMT(Global)-003 A0

**Galaxy Series Product**

**GOODWE TECHNOLOGIES CO., LTD.**

[www.goodwe.com](http://www.goodwe.com)

## GOODWE Standard Limited Warranty for PV Building Material

### OVERVIEW

#### Effective from December 1st, 2022

This GOODWE Standard Limited warranty shall apply to the Galaxy Series Product of GOODWE Technologies Co., Ltd. (hereinafter referred to as “Product(s)”).

This GOODWE Standard Limited warranty terms and conditions applies for international market, except China (including China mainland, Macao, Hong Kong and Taiwan).

### STANDARD LIMITED WARRANTY

GOODWE Technologies Co., Ltd. (hereinafter referred to as “GOODWE”) undertakes to the Customer to assume responsibility for product quality issues caused by product materials and/or workmanship, subject to the normal application, installation and maintenance requirements as set out in the Standard Documents such as installation manual, technical bulletins, and drawings.

#### Warranty start date:

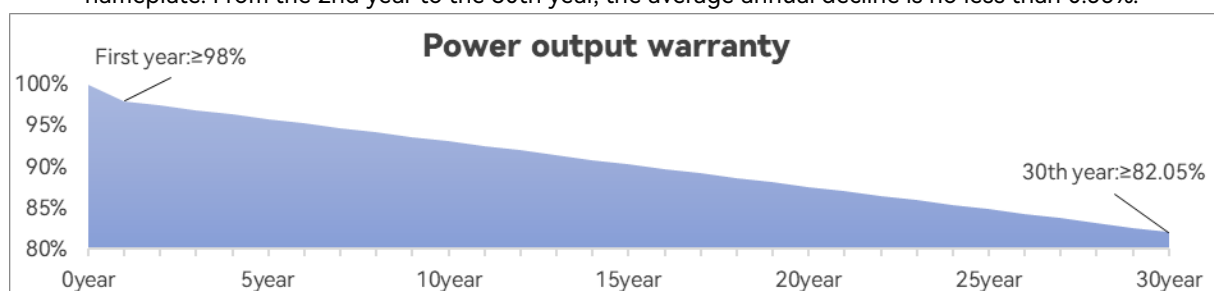
The Warranty Start Date is six months after shipping the Products to the Customer.

**12 Years Limited Product Warranty:** GOODWE warrants that for a period of 12 years commencing on the Warranty Start Date, there will be no defects in material, workmanship or mechanical properties and structural integrity of the Product without the influence of any local or external forces.

**30 Years Limited Power Output Warranty:** GOODWE warrants that for a period of 30 years, commencing on the Warranty Start Date, the actual power output is no less than 82.05% of the nominal power output under Standard Test Condition indicated in the product specification or nameplate.

**NOTE:**① Standard Test Condition are: Air mass 1.5, irradiance 1000w/m<sup>2</sup>, cell temperature 25°C, with the IEC 60904-3 reference solar spectral irradiance distribution.

② During the first year of the Limited Power Output Warranty Period, the actual output power of the Product is no less than 98% of the nominal power output indicated in the Product specification or Product nameplate. From the 2nd year to the 30th year, the average annual decline is no less than 0.55%.



## **LIMITATION OF LIABILITY**

GOODWE shall not be responsible for any product-related loss of profits, loss of usage, equipment downtime, or any incidental, consequential, punitive and special damages that are claimed by third parties or on behalf of the Customer. GOODWE's cumulative liability, if any, for damages or other incidents shall not exceed the price paid by the Customer for the Product. The abovementioned limitations or exclusions shall not apply only in the case such limitations or exclusions are not permitted or have already been excluded by applicable law.

## **HOW TO MAKE A CLAIM UNDER GOODWE STANDARD LIMITED WARRANTY**

In any case, any and all warranty claims shall be submitted to GOODWE or its authorized distributor via website within the corresponding warranty period. The Customer shall provide necessary evidence or evidentiary documents for the claim. If the Customer believes that the Product does not meet the requirements of the "Standard Limited Warranty", the Customer should notify the Sales Team or PV Building Material Department of GOODWE by submitting the notice via website **within 30 days** after the claim is identified. The notice should include the following information: (a) a claimant; (b) a detailed description of the claim; (c) supporting materials, including photos or data; (c) serial number of affected module; (d) evidence for purchase of the affected module; (f) model of the affected module; (g) project location; (h) other supplementary information required by GOODWE.

Website: <https://support.goodwe.com/portal/home>

The customer has the right to make a claim for the above warranty terms. If a warranty event meets multiple warranty terms at the same time, when GOODWE has given a remedy for this incident, GOODWE shall be deemed to have settled all applicable warranty claim elements arising from the incident.

## **REMEDIES FOR CLAIMS**

In the event that customer claims that the product fails to meet the "Standard Limited Warranty" and GOODWE confirms the cause for such defect lies in the product material or workmanship; or at the request of the client, a mutually-agreed third party testing was done to reveal that the cause of such defects lies in the material or workmanship, GOODWE shall, at its sole discretion, provide remedies including without limitations: 1) repair the defective product(s); 2) replace the defective product(s); 3) make up for the output gap between the guaranteed power output and the actual power output of the defective ones; 4) refund the residual value of the defective products or refund the value equivalent to the output gap between the guaranteed power output and the actual power output of the defective products. For end-users of GOODWE products, please give priority to contacting your installer or distributor to give feedback and deal with the problems of your purchased Products.

During the Standard Limited Warranty period in Section 1, GOODWE will cover the costs to get the Products functioning again. For the transportation costs, GOODWE will only cover the outbound transportation costs up to a total amount (please contact GOODWE for the rate) per case. The claimant must cover any excess costs caused by other transportation such as air freight.

Costs incurred due to dismantling, repacking or reinstalling the Products and other related expenses shall be borne by the Customer. In addition, any increase in Product compliance costs due to new laws, regulations or industry standards introduced after the sale of the Products shall be borne by the Customer.

Defective Products or end of lifetime Products shall be disposed in accordance with local applicable laws or regulations on electronic waste treatment and disposed at its own cost, unless GOODWE agrees or where legally mandatory takes them back. If GOODWE decides or where legally mandatory takes the defective products back, the ownership of these products shall belong to GOODWE without any limitation.

## **PRODUCT CHANGES**

The repair and replacement of Galaxy Series Products or the supply of additional Products will not result in the commencement of a new warranty period, nor will the original warranty period set forth in this "GOODWE Photovoltaic Building Material Standard Limited warranty Statement" be extended. Any replaced products are the property of GOODWE and are at its sole disposal. If GOODWE has ceased production of the product to be replaced at the time of claim, it shall have the right to supply another type (different model, color, shape or power) of product suitable for the proposed project.

## **TRANSFERABILITY**

The Customer can transfer the rights and obligations under this "Standard Limited Warranty" to the subsequent project owner by informing GOODWE in writing of this transfer of rights, provided that:

1. The Products remain at the initial installation site without being tempered with;
2. The transfer of ownership has been finalized with no remaining arrears or other amounts due;
3. This transfer of rights covers all provisions of this "Standard Limited Warranty";
4. The transferee agrees to be bound by all terms of this "Standard Limited Warranty".

The Customer shall provide reasonable evidence to prove the inheritance of ownership within 30 days after the transfer of ownership. Otherwise, GOODWE shall have the right to refuse to process the relevant claim and shall not be liable for it. The rights of this "Standard Limited Warranty" shall only be transferred if above mentioned requirements are fully met, otherwise such transfer shall not be binding upon on GOODWE, and GOODWE has the right to refuse to process the relevant demand for claims without any liability.

## **EXCLUSIONS AND LIMITATIONS**

This Standard Limited Warranty does not apply to the products which have been subject to:

1. Products that fail due to improper transportation, handling, storage, use, replacement, non-approved repair, reinstallation or modification, or negligence during use, storage, transportation or operation.
2. Use in environments such as harsh salt spray or chemical corrosion.
3. Products fail that are caused by unauthorized repair, artificially alteration in any way or improper design of the system that causes the products to be shaded constantly.
4. Products fail that are caused by the building or structure to which they are attached under a third party's design error or construction error.
5. Products fail due to power failure, lightning, flood, fire, direct or indirect lightning strikes, accidental damage, vandalism, war, natural disasters, weathering or other causes beyond GOODWE's reasonable control.
6. If the model or serial number of the product has been altered, removed, or is illegible without GOODWE's written authorization.
7. Any changes in color, surface that do not affect durability and changes in the appearance of the product material due to normal wear and tear or other changes in the appearance of the product (including, without limitation, any scratches, stains, mechanical wear, rust, mold, deformation).
8. Failure to pay the purchase price to GOODWE or its affiliated company that sells the Products to the Customer.
9. Products which have been used in a way that infringes the intellectual property of GOODWE or any other third party.

In no event shall the warranty period of any implied warranties be beyond the applicable warranty period identified in section 1 above. The applicable warranty period set by GOODWE shall not apply only in the case such warranty period is not permitted or has already been excluded by applicable law.

This warranty gives you specific legal rights as a Customer, and it will not prevent you from having additional rights based on laws, which may vary from jurisdiction to jurisdiction. Neither seller of the Galaxy Series Products nor any other person is authorized to make any warranties other than those set forth herein, or to extend the warranty periods set forth above, on behalf of GOODWE.

**For Customers in Europe:** Notwithstanding anything to the contrary in this Standard Limited Warranty, in the case that Products are subject to the Undertaking Agreement (as defined below), any replacement of the Products due to warranty claims shall be subjected to the arrangements as stipulated in the Undertaking Agreement and/or other instructions enacted by European Commission. GOODWE hereby reserves its right to determine in accordance with the requirements

of the Undertaking Agreement whether to replace the defected Products or to refund the Customer an amount equal to the original price of defected Products. The “Undertaking Agreement” refers to (EU) Regulation No.423/2013 of 2 August 2013 “accepting an undertaking offered in connection with the anti-dumping proceeding concerning imports of crystalline silicon photovoltaic modules and key components (i.e. cells and wafers) originating in or consigned from the People’s Republic of China” which exempts importer from paying anti-dumping duty on condition that net selling price will not be lower than a certain minimum import price accompanied with other undertaking obligations.

**For Consumers in Australia:** Our goods come with guarantees that cannot be excluded under the ACL. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure.

**Geographical scope:** This GOODWE Standard Limited Warranty applies to the Products which are originally purchased from channels authorized by GOODWE and installed in the destination defined within the international market **except Europe**, unless there are specially stipulated warranty terms and conditions between GOODWE and the direct customer. For any units sold for one country/region but installed in another different country/region, the warranty will become invalid if GOODWE does not provide written confirmation/approval prior to the installation.

**Severability:** If any provision of this GOODWE Standard Limited Warranty is held invalid, unenforceable or contrary to law then the validity of the remaining provisions of this Standard Limited Warranty shall remain in full force and effect.

## **COMPLIANTS AND DISPUTES**

Any inconsistencies in warranty claims shall be determined by one of the leading international or domestic testing organizations as mutually designated by GOODWE and Customers, such as TÜV-Rheinland, TÜV-SÜD, TÜV-NORD, UL, CQC, CPVT and CTC and their subsidiaries. All costs shall be covered by the losing side unless otherwise agreed or stipulated in the award. The final interpretation right belongs to GOODWE.

## **APPLICABLE LAW AND JURISDICTION**

The validity of this Standard Limited Warranty, the construction and the interpretation of its terms and enforcement of the rights and duties of the Customer and GOODWE shall be governed by the laws of the country/state/region of the original installation location of the Products, to the exclusion of that country/state/region’s conflicts of law rules as well as of the United Nations Convention on the International Sale of Goods dated 11 April 1980 (CISG) and of any other uniform law. All disputes arising out of or in connection with this Standard Limited Warranty shall be finally settled before the ordinary courts of the country of the original installation location of the Products.

**SERVICES NOT COVERED BY THE WARRANTY**

For problems not covered by the Standard Limited Warranty, if the customer requires GOODWE to provide repair services or other related solutions, GOODWE will charge for on-site service, materials and logistics, as appropriate, including but not limited to the following:

1. On-site service charges: travel and labor costs for technical engineers, including repair, maintenance, installation and commissioning costs.
2. Material costs: the cost of replacement parts (including transportation and administration costs).
3. Logistics costs: including the cost of shipping from the customer to GOODWE and the cost of shipping repaired machines/materials from GOODWE to the customer.

**NOTE:**

- This Standard Limited Warranty is available in multiple languages. If, for any reason, there is a conflict between the English-language version and any other version, the English-language version shall prevail. The English-language version shall not apply only in the case such version is not permitted or have already been excluded by applicable law.
- This warranty statement should be used in conjunction with our “Galaxy Series Product Installation Manual”, which contains important installation, maintenance, and safety information and warnings. If you do not understand the information in this manual, you may consult our representative. If you do not have a copy of “Galaxy Series Product Installation Manual”, you may obtain a free one from our representative.

For professional use only. Installation and operation of Galaxy Series Products require specialized skills and should only be performed by qualified professionals. Please read the safety instructions before use and operation.

- NOTE:** 1. GOODWE may update the above warranty terms and policies from time to time in accordance with national laws and regulations and related policies, for the latest version, please visit GOODWE’s official website at [www.goodwe.com](http://www.goodwe.com).
2. GOODWE reserves the right of final interpretation of the above terms and conditions.