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リープトンエネルギー株式会社 Leapton Solar (Changshu) Co., Ltd.

Limited warranty of leapton Solar (Changshu) PV Modules

Leapton Solar (Changshu) Co., Ltd. ("Leapton") warrants its Modules' performance according to this warranty. The following family products apply to this Warranty:

PV Modules with 6" Half Cut Mono Crystalline Silicon Solar Cells:

144 cells: LP 158*158-M-72-H-***W(***=365-400, in increment of 5)

120 cells: LP 158*158-M-60-H-***W(***=305-330, in increment of 5)

PV Modules with 6" Mono Crystalline Silicon Solar Cells:

72 cells: LP156*156-M-72-***W(***=310-375, in increment of 5)

60cells: LP156*156-M-60-***W(***=260-310, in increment of 5)

54 cells: LP156*156-M-54-***W(***=235-270, in increment of 5)

48 cells: LP156*156-M-48-***W(***=205-240, in increment of 5)

42cells: LP156*156-M-42-***W(***=185-210, in increment of 5)

36 cells: LP156*156-M-36-***W(***=160-180, in increment of 5)

30 cells: LP156*156-M-30-***W(***=135-150, in increment of 5)

PV Modules with 6" Half Cut Poly Crystalline Silicon Solar Cells:

144 cells: LP 156*156-P-72-H-***W(***=335-370, in increment of 5)

120 cells: LP 156*156-P-60-H-***W(***=280-305, in increment of 5)

PV Modules with 6" Poly Crystalline Silicon Solar Cells:

72 cells: LP156*156-P-72-***W(***=310-340, in increment of 5)

60cells: LP156*156-P-60-***W(***=260-280, in increment of 5)

54 cells: LP156*156-P-54-***W(***=235-255, in increment of 5)

48 cells: LP156*156-P-48-***W(***=205-225, in increment of 5)

42cells: LP156*156-P-42-***W(***=180-195, in increment of 5)

36 cells: LP156*156-P-36-***W(***=155-170, in increment of 5)

30 cells: LP156*156-P-30-***W(***=130-140, in increment of 5)

1. Limited product warranty - Fifteen years repair, replacement

Leapton warrants its PV modules to be free from defects in materials and workmanship under normal application, installation, use and service conditions. If modules fail to conform to this warranty, then for a period ending 180 months from the date of sales to the original terminal customer (hereinafter referred to as "customer"), Leapton will repair or replace the modules for the customers. The repair or the replacement shall be the sole and exclusive remedy

provided under the "Limited product warranty" and shall not extend beyond the 180 months period set forth herein. The "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 Peak Power Warranty

1) Power test conditions: The test of the peak power of the delivered modules should be made under standard test conditions - an irradiation of $1000\text{W}/\text{m}^2$, temperature 25°C , AM1.5. $1000\text{W}/\text{m}^2$ is the standard light intensity when we test the solar cells. AM1.5 refers to the actual distance of light pass through the atmosphere is 1.5 times of the vertical thickness of the atmosphere. 25°C means the modules should work in the temperature of 25°C .

2) Warranty conditions: The customer must handle the product properly. The design, installation, operation environment and maintenance of the solar system should follow the installation guide and relevant regulations.

3) Power Attenuation

The Warranty Start Date is the date of installation of the Product(s) or three months after delivery (Incoterms 2010) of the Products(s) to the Buyer, whichever date is earlier. In addition, Leapton warrants that for a period of twenty-five years commencing on the Warranty Start Date, the loss of power output relating to the initial guaranteed power which is defined as Peak Power Watts P_{max} (Wp) plus Peak Power Watts P_{max} (Wp) multiplied by the lower limit of the Power Output Tolerance $P_{\text{max}}(\%)$ – as specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC) for the Product(s) shall not exceed

- For Polycrystalline Products (The type as IEC certificate reference) : 2.5% in the first year, thereafter 0.7% per year, ending with 80.7% in the 25th year after the Warranty Start Date,
- For Monocrystalline Products (The type as IEC certificate reference) : 3.0% in the first year, thereafter 0.68% per year, ending with 80.68% in the 25th year after the Warranty Start date.
- The actual power output shall be determined for verification using STC only and measurement shall either be carried out by Leapton or by a Leapton recognized third-party testing institute. (Remark: According to STC, Measurement system uncertainty will be applied to all actual power output measurements.)

3.Exclusions and Limitations

- A. In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.
- B. The “Limited Product Warranty” and the “Limited Peak Power Warranty” do not apply to any MODULES which have been subjected to:
- Misuse, abuse, vandalism, neglect or accident;
 - Alteration, improper installation or application;
 - Non-observance of Leapton ’s installation manual or maintenance instructions;
 - Repair or modifications by someone other than an approved service technician of Leapton ;
 - Power failure surges, lightning, flood, fire, accidental breakage, improper connections resulting in hazardous reverse current or other events outside Leapton’s control.
- C. Both “Limited Product Warranty” and “Limited Peak Power Warranty” do not cover any costs associated with transportation, installation, removal or re-installation for return of the modules.
- D. When the module is used in a non-grounded foundation environment, the Limited Peak Power Warranty for the PV module shall be within 15 years as specified in Article 2.
- E. 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 for pv modules” 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 Leapton, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Leapton. Leapton 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 Leapton 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. Leapton ’s aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer, for the single unit of module.

5.Obtaining Warranty Performance

If the customer has a justified claim covered by this "Limited Warranty of PV Modules", an immediate notification shall be filed in writing to (a) the vendor or (b) Leapton's authorized distribution partner, who supplied affected modules, or (c) Leapton office. Together with the notification, the customer should enclose the evidence of the date on which the modules have been purchased. If applicable, the vendor or distributor will give advice on the processing of the claim. If more assistance is required, the customer may request guidance from Leapton in writing. The return of any modules will not be accepted unless prior written authorization has been given by Leapton.

6. Disputes

In any form, in the event of a dispute that has occurred for more than one year, the customer shall not make any dispute regarding this limited warranty.

7. 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 of PV Modules" be extended. Any replaced modules shall become the property of Leapton for their disposal. Leapton has the right to deliver another type (different in size, color, shape and/or power) in case Leapton has discontinued producing the replaced modules at the time of the claim.

If the customer purchased module is not listed in "Limited Warranty of PV Modules", customer may contact Leapton for more information on the applicable warranty.

8. Force Majeure

Leapton 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 but not limited to any technical and substantive events or environmental conditions that can not be reasonably foreseen and understood in the event of the sale of PV modules or claims, due to natural disasters, war, riots, strikes, etc. can not get appropriate and adequate labor, materials, mold, production capacity, technology; or any other similar cause or circumstance beyond the reasonable control of Leapton. In such cases, performance by Leapton of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

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:

- (1) light spectrum of AM 1.5,
- (2) an irradiation of 1000 W per m²
- (3) 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 Leapton valid at the date of manufacture of the PV-modules.

If you have purchased this products in Australia, you should be aware that this warranty is provided in addition to other rights and remedies held by a consumer at law. Our goods come with guarantees that cannot be excluded under Australian Consumer Law. 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 the goods fail to be of acceptable quality and the failure does not amount to a major failure.

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LEAPTON SOLAR FAULTY PANEL PROCEDURE

Customer queries the output from a recently installed system or Leapton initiates, thus this triggers the following procedure:

Phrase 1 Testing Phrase

1. Distributor/Installer will ask the Customer to complete a "Customer Feedback Form" (hereafter referred as Form) to analyse output readings. Installer will send the Form to Leapton Solar within 3 working days for analysis and action. Leapton will respond with comments in the Form within 2 working days upon receipt of the Form. (If Leapton thinks the output of system is very low, they may authorize all the faulty panels to be replaced without testing to be conducted.)
2. Distributor/Installer will engage accredited panel testing company after receiving the approval from Leapton.
3. Testing Company will require approval by both Distributor/Installer and Leapton.
4. Output Testing Costs will require approval by both Installer/Distributor
5. Both parties agree that no testing shall commence until Leapton has seen and approved the estimated total testing costs. Leapton will respond to the estimated total testing costs information given by Distributor/Installer within 3 working days upon receipt and Distributor/Installer will then conduct and complete the testing within 7 working days after approval has been given by Leapton.
6. If testing highlights all Panels are in working order (and low output is caused by other problems), the customer will be responsible for the full cost of the testing if testing phase was initiated by customer. If Leapton initiates testing, Leapton will bear cost of testing.
7. If testing highlights Panels are at fault, Leapton will pay Distributor/Installer for the full cost of testing.

Phrase 2 Replacement Phrase

1. Distributor/Installer will then arrange the installers to replace faulty panels based on the Test Report.
2. Leapton will pay for the Installation costs (removal of faulty panels and replacement of new panels) as follows:
Capped at \$70 for first panel, then \$50 for every other faulty panel thereafter (This cost is for changeover of old for new, i.e. \$50 includes removing faulty panel and replacing new panel).
3. All replacement panels will be supplied by Leapton at no charge.
4. All local freight charges for faulty and replacement panels to and from the site will be paid by Leapton (Freight charges are to be the regular road transport charge in line with standard regular rates).
5. However where feasible, the installers will pick up the replacement panels from Distributor/Installer warehouse and take them to the site and return the faulty panels back to Distributor/Installer warehouse. In this instance, there are no additional transport costs.
6. Faulty Panels are to be stored at Distributor/Installer warehouse for inspection by Leapton or destroyed only after approval has been given by Leapton.




All faulty panels are to be quarantined and isolated at the warehouse.

If Lepton requires Distributor/Installer to send the faulty panels back to China, the shipping costs will be paid by Lepton.

7. Distributor/Installer will record all the serial numbers of panels that are returned to the warehouse. Every faulty panel should have a standard sticker which includes:
 - a. customer name
 - b. original installation date
 - c. removal date
 - d. nature of fault i.e. output reading or other fault
8. For urgent residential jobs, Distributor/Installer may replace the faulty panels with another brand if Lepton cannot provide replacement panels. No jobs shall commence until Lepton has approved the substitutions.

Installer/Distributor

Signature:



Name:

Qian Zhou

Date:

12 Nov 2019

Lepton

Signature:



Name:

Date:

