

LIMITED WARRANTY 有限担保书

WuXi City Huguang New Energy Technology Co.,Ltd. (hereafter “HEGATECH”) provides hereby following limited warranty on the terrestrial photovoltaic modules produced by it (“modules” hereafter), according to the terms and conditions stipulated below .

无锡市和光新能源科技有限公司（以下简称“和光科技”）特此针对其所生产的太阳能光伏组件（以下简称“组件”）按照下列所述的条款与条件提供有限担保如下：

The scope of HEGATECH standard Module covered by this limited warranty is as follows:

本质量保证涵盖的和光科技标准组件范围如下：

Single Glass Modules:

HGT-S144/FNH-xxx-HV (xxx=395-420)
HGT-S120/FNH-xxx-HV (xxx=330-350)
HGT-S144/M6H-xxx (xxx= 415-460)
HGT-S120/M6H-xxx (xxx=345-380)
HGT-S156/M6H-xxx (xxx=450-495)
HGT-S132/M6H-xxx (xxx=380-420)
HGT-S108/M6H-xxx (xxx=315-340)
HGT-S156/M10H-xxx (xxx=560-595)
HGT-S144/M10H-xxx (xxx=530-560)
HGT-S132/M10H-xxx (xxx=480-510)
HGT-S120/M10H-xxx (xxx=435-465)
HGT-S108/M10H-xxx (xxx=390-420)
HGT-S144/M10Hb-xxx (xxx=520-545)
HGT-S132/M10Hb-xxx (xxx=480-495)
HGT-S120/M10Hb-xxx (xxx=435-450)
HGT-S108/M10Hb-xxx (xxx=390-405)
HGT-S132/M12H-XXX (XXX=650-670)
HGT-S120/M12H-XXX (XXX=590-605)
HGT-S110/M12H-XXX (XXX=545-555)
HGT-S150/M12H-XXX (XXX=495-505)

XXX means power for each module XXX 代表组件功率等级

对于上述型号的太阳能组件，和光科技将保证组件的性能，该质量保证期从（1）销售给第一个安装（自用）的客户之日起，并拥有可证明的发票（“销售日期”），或其（2）从和光科技工厂发货提单日 90 天后起算，这两个日期以在先者为准（“质量保证期开始日”）

For the above models of solar modules, HEGATECH will guarantee the performance of its modules , and the warranty period is from (1) to the first installer (From the date of the customer’ s own use) and have a provable invoice ("sale date"), or (2) 90 days against the date of shipment bill of lading from the HEGATECH, the first of the two dates shall prevail (" The start date of the warranty period")

1. LIMITED WARRANTY OF MATERIAL AND WORKMANSHIP (“PRODUCT WARRANTY” HEREAFTER)

HEGATECH warrants that the modules are free from defects in material and workmanship under normal conditions of use, installation, and maintenance, within a period of 144 months from the date of warranty period.

If a module is found defective in material and / or process, HEGATECH will repair or replace or compensate the Buyer by modules, at the option of HEGATECH.

1. 对材料及生产工艺方面的有限担保（以下简称“产品担保”）
和光科技保证其生产的光伏组件，从质量保证期开始日起 144 月内，在正常使用、安装和维护的情况下，没有由于材料和生产工艺方面所造成的缺陷。如果某一组件在上述期限内出现材料和/或生产工艺方面的质量问题，和光科技会对这些组件进行修理或更换，或以组件补偿，具体方式由和光科技视缺陷的具体情况予以决定。
2. LIMITED WARRANTY OF OUTPUT (“OUTPUT WARRANTY” HEREAFTER)
For high-efficiency mono crystal modules, the actual average power output in the first year shall not be less than 98% of the nameplate rated power, and the annual maximum average power degradation rate shall not exceed 0.55% from the second year to the 25th year until the beginning of the warranty period to 25th year. The 25th year in the future will end with a rate of 84.8%.

After a third-party organization approved by both parties confirms that the lack of power output is caused by defects in materials or production processes, HEGATECH will repair or replace these components, or provide additional modules to make up for the lack of output power. Specific methods It is decided by HEGATECH.

The repair or replacement of problematic modules, or the provision of additional modules are all and only guarantee measures provided under this output guarantee, and the guarantee measures are only applicable within the aforementioned warranty period.

2. 对功率输出的有限担保（以下简称“输出担保”）
对于高效单晶组件，第 1 年实际平均功率输出不低于铭牌额定功率的 98%，其后的第 2 年到第 25 年，每年最大平均功率衰减率不超过 0.55%，直到质量保证期开始日后的第 25 年，以 84.8%的比例结束。

在经过双方认可的第三方机构确认功率输出的缺失是由于材料或生产工艺方面的缺陷造成的，和光科技将对这些组件进行修理或更换，或者提供额外的组件来补足缺失的输出功率，具体方式由和光科技予以决定。

对于存在问题的组件的修理、更换，或者提供额外组件，系在本项输出担保下所提供的全部且唯一的保证措施，且该保证措施仅适用于前述期限内。

3. WARRANTY EXCLUSIONS AND LIMITATIONS

The above limited warranties are not applicable should HEGATECH determines, at its sole discretion, that the module has been incorrectly operated, or inappropriately used. Or exposed to accidents, or damaged by misuse, by modification, by unsuitable installation or use, by negligence with storage, transport or handling, or repaired or modified in whatever manner by anyone other than HEGATECH or its authorized third party.

Further exclusions of the limited warranties include defects:

- caused by outer impacts, e.g. defective equipment part, appliances, system components like bypass diodes, connecting cables, invertors , or the like , which have been coupled with the module by anyone other than HEGATECH, or caused by defective system design, configuration, or installation planning .
- caused by faulty wiring or installation , or faulty handling during these work ;
- caused by operation in inappropriate environment or with inappropriate methods , which deviated from the instructions in product specification , and/or operational manual and/or label ;
- caused by other external impacts such as mud on the front glass , pollution or damage due to smoke, salt, acid rain ,etc .
- caused by use on mobile objects such as automobiles, ship, etc .
- caused by force of nature, force majeure , or other unforeseeable circumstances outside of the range of the influence of HEGATECH, for instance, earthquake, typhoon, whirlwind, volcanic

eruption, flood, lightning, snow damage, etc .

Then above warranties replace as well as exclude all other explicit or implicit warranties- including but not only including-those from commercial law(s) and those of the suitability for a particular application , and all other obligations and liabilities on the part of HEGATECH , unless those warranties , obligations and liabilities disclaimed herein are otherwise explicitly pledged by HEGATECH in written form .

HEGATECH is not liable for any incidental, consequential, or positive losses and/or damages .

3. 非担保范围内的条款及限制

倘若和光科技根据其判断力认为存在以下情况的：组件被误操作，或不当使用，遭受意外事故，或由于错误使用，自行修改，安装或使用不当，存储、运输或处理方面存在疏忽，或由非和光科技或者非经和光科技 授权的第三方的任何人员以任何方式修理或修改等所造成的损害，则在此等情况下，以上所述的有限担保将不再使用。和光科技对此无需承担任何责任。

此外，下列组件缺陷亦不适用以上所述的有限担保：

- 由于外部影响所导致的，比如：由有毛病（缺陷）的部件或用具、由和光科技之外的其他人将之与和光科技组件相连接的系统零件（如旁路二极管，接线盒，逆变器等），或由于有缺陷的系统设计、配置、结构图或安装方案等造成的组件缺陷；
- 因错误的接线或安装，或在工作过程中错误的操作所造成的缺陷；
- 在与产品规格说明书或操作手册 和/或 产品标签之规定不符的环境中或用不适当的方式操作导致的组件缺陷；
- 因其它外部影响所引起的，如前挡玻璃上存在泥土，或由于烟雾、盐及酸雨等因素造成的污染或损坏；
- 由于在移动物体上（如汽车、轮船等）上使用而造成的损坏；
- 因不可抗拒的自然力量、（不可抗力）或其它非和光科技所能控制的（范围的）、不可预见的情况下，例如：地震、台风、龙卷风、火山爆发、洪水、闪电、大雪等，所造成的缺陷。

上述担保取代并排除任何其它明示或默示的，包括但不限于：相应商业法律所规定的担保以及产品对某一特定用途的适用性的担保，以及和光科技的任何其它义务与责任，但如和光科技 就其在本担保书下未予承担的相应保证、义务以及责任以书面形式另行明确予以保证的除外。

和光科技对于任何偶发性的、附随性的、结果性的、间接性的及惩罚性的损失 和/或 损害均不负任何责任。

4. GENERAL TERMS

HEGATECH has the right to deliver another type (different in size, color, shape and/or power) in case HEGATECH discontinued producing the replaced Modules at the time of claim.

The repair, replacement, or additional delivery of the module neither renews nor extends the period of the warranties.

The replaced module is the property of HEGATECH.

4. 一般条款

如果在投诉期间，所投诉的组件型号不再生产，和光科技有权提供其它型号，尺寸、类型、颜色 和/或不同功率的组件。

修理、更换或提供额外组件并不因此而导致担保期限的续展或延长，组件的担保期限仍应按照前述条款规定执行。

更换下来的组件的所有权为和光科技所有。

5. OBTAINING WARRANTY PERFORMANCE

If “the Customer” feels he/she has a justified claim covered by this limited Warranty. He/She must immediately notify the (a) dealer, who sold the PV-modules, or (b) any authorized “HEGATECH” distributor, of the claim in writing, or (c) send such notification directly to “HEGATECH” . Together with the notification “the Customer” should enclose evidence of the date of sale on which the Solar

Products have been purchased. If applicable, "the Customer's" dealer or distributor will give advice on handling the claim.

In case of a proven defect within the first five years after the date of sale to the original end-user (according to the China warranty-law), "HEGATECH" will repair or replace the defective product. All kinds of claimed modules are collected and warehoused at no cost at the site of "HEGATECH" distributor. They will be collected several times during the year by "HEGATECH".

The limited Warranties do not cover any transportation costs for return of the PV-modules, or for reshipment of any repaired or replaced PV-modules, or cost associated with installation, removal or reinstallation of the PV-modules.

Warranty claims will not be honored if the type of serial number of the PV-modules have been amended, removed or made illegible.

5. 担保履行范围

如果客户认为其投诉完全合理且属于本担保书的范围内，其应立刻以书面形式通知：（a）卖与其该组件的相应经销商；或（b）任何一个经和光科技授权的分销商，或者（c）直接将书面投诉发给和光科技。客户应在发出该投诉书时一并附上可证明其购买该太阳能产品的销售日期的相应证明。如果可行，销售产品予客户的相应经销商或分销商将就如何处理客户的投诉提出相应建议。

如果组件在销售给最初的终端客户（根据中国担保法律）的五年内发生了可被证明的缺陷，和光科技将修理或更换该存在缺陷的产品。和光科技的分销商会免费收集和保存所有的被投诉的组件。和光科技将每年就此等组件进行数次回收。有限担保并不承担由于修理或更换组件而带来的相应返还组件及重新装运的运输费用，同时也不包括这些组件的安装、拆卸或再安装的费用。

如果组件的序列号已经被更改、移动或字迹模糊，则其将不再享有相应担保。

6. SEVERABILITY

If a part, provision or clauses 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.

6. 条款效力独立

如果本有限担保书的任何部分或任何条款被认定为无效、失效或无法实施，或者该等部分或条款对某些人或某些情况的适用性被认定为无效、失效或无法实施，则此种认定不应影响本担保书任何其它部分或条款或本担保书适用性的效力。本担保书的其它部分或条款或本担保书的适用性仍独立有效。

7. DISPUTES

No action, regardless of form, arising out of or in any way connected with this Limited Warranty, maybe brought against "HEGATECH" more than one (1) year after the cause of action has accrued.

In case of discrepancy in a warranty-claim, a first-class international test-institute such as TÜV NORD or National Center of Supervision and Inspection on Solar Photovoltaic Product Quality (CPVT) shall be involved to judge the claim finally.

7. 争议

对于因本有限担保书所引起的或与本有限担保书相关的任何形式的争议，均需在在该等争议缘由出现后一年内向和光科技提出，超过一年后和光科技不予接受。

若对任何保证主张存有异议，则应通过一流的国际检测机构如 TÜV SUD 或国家太阳能光伏产品质量监督检验中心（CPVT）就此项主张予以最终判定。

8. CLAIMS

If you believe that a claim is unambiguously justified, please inform HEGATECH immediately. HEGATECH accepts No delivery of a reclaimed module without the explicit request from HEGATECH itself.

8. 索赔

如果您认为您所要求的索赔是完全合理的，请立即告知和光科技,非经和光科技的明确要求，您不得将要求赔偿的问题组件运回和光科技。

9. In case of question regarding the products,quality and performance,contact as below information:

Manufacturer information:

WuXi City Heguang New Energy Technology Co.,Ltd.

Add: No.:14-802,Huaqing Chuangzhi Park,Huishan Economic Development Zone Wuxi,Jiangsu,China

Email address: info@hega-tech.com

Tel No.: 0086-510-66956009

Web address: www.hega-tech.com

Importer information:

Achievers Energy Pty Ltd

Add: 4/29 Bellrick Street Acacia Ridge Qld 4110

Email address :purchase@achieversenergy.com.au

Phone Number:00610424113442

Website: www.achieversenergy.com.au

Product recalls

When a batch of modules is found to present a safety risk or does not comply with a mandatory standard or ban and is required to be recalled, product recall will be conducted in accordance with the ACCC Product Safety Recall Guidelines (available at <http://www.productsafety.gov.au/publication/consumer-safety-recall-guidelines>).

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 compensation for any other reasonable 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.

Refer link:

<http://www.productsafety.gov.au/publication/consumer-safety-recall-guidelines>

<http://www.accc.gov.au/business/treating-customers-fairly/consumers-rights-obligations>