

Limited Warranty for PV Modules

Warranty Terms 2010

Standard PV Module Products (“Modules”) covered by this Limited Warranty for PV Modules (“Warranty”) are:

JKM_{xxx}M-72(_{xxx}=170, 175, 180, 185, 190, 195, 200);

JKM_{xxx}M-96(_{xxx}=220, 225, 230, 235, 240, 245, 250, 255, 260, 265, 270);

JKM_{xxx}P-60(_{xxx}=210, 215, 220, 225, 230, 235, 240, 245, 250);

JKM_{xxx}M-60(_{xxx}=220, 225, 230, 235, 240, 245, 250);

JKM_{xxx}M-72(_{xxx}=250, 255, 260, 265, 270, 275, 280, 285, 290, 295, 300, 305);

JKM_{xxx}P-72(_{xxx}=250, 255, 260, 265, 270, 275, 280, 285, 290, 295, 300, 305).

For the standard solar module types listed above, Jinko Solar Import and Export Co. Ltd. (“Jinko”) shall warrant its Modules’ performance starting from the date of sale to the first customer installing (for their own use) the Modules (“Customer”) or starting at the latest 6 months after Modules dispatch from the Jinko factory, whichever occurs earlier (the “Warranty Start Date”)

1. Limited Product Warranty – Five Year Repair or Replacement

Jinko warrants that the Modules together with the factory-assembled DC connectors and cables are free from defects, if any, in materials and workmanship under normal application, use, installation and service conditions for a period of sixty (60) months from the Warranty Start Date. If Modules become malfunction or inoperative due to defect in material or workmanship during the period of sixty (60) months from the Warranty Start Date, as proved by an independent testing agency whom will be selected and confirmed by Jinko and Customer in advance. Jinko will, at its sole option, either repair or replace the Modules in problem. The repair or replacement remedy shall be the sole and exclusive remedy provided under this Limited Product Warranty and shall not extend beyond the period set forth herein. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under the Section 2 hereinafter (“Limited Peak Power Warranty”).

2. Limited Peak Power Warranty – Limited Remedy

12 years

Provided that, within a period of twelve (12) years from the Warranty Start Date, any Module exhibits a power output less than 90% of the nominal power as set out in Jinko's product datasheet, and such loss in power is determined by Jinko, at its sole discretion, is due to the Modules' defects in material or workmanship attributed to Jinko as proved by an independent testing agency whom will be selected and confirmed by Jinko and Customer in advance. Jinko will, at its sole option and discretion, either (1) make up such loss in power by providing to Customer additional Modules; or (2) repair or replace the defective Modules including free shipping to the place supplied by Jinko.

25 years

Provided that, within a period of twenty-five (25) years from the Warranty Start Date, any Module exhibits a power output less than 80% of the nominal power as set out in Jinko's product datasheet, and such loss in power is determined by Jinko, at its sole discretion, is due to the Modules' defects in material or workmanship attributed to Jinko as proved by an independent testing agency whom will be selected and confirmed by Jinko and Customer in advance. Jinko will, at its sole option and discretion, either (1) make up such loss in power by providing to the end-user Customer additional Modules; or (2) repair or replace the defective Modules including free shipping to the place applied by Jinko.

The remedies set forth in Section 2 are the sole and exclusive remedies provided under the Limited Peak Power Warranty.

3. Exclusions and Limitations

(a) Warranty claims, in any event, shall be filed in writing to Jinko or its authorized distributors within the applicable warranty period, not beyond the last day of the applicable period of time as stated above.

(b) The Limited Product Warranty and Limited Peak Power Warranty shall not apply to the Modules which have been subject to:

- Misuse, abuse, neglect, vandalism or accident;
- Alteration, improper installation or application;
- Repair or modifications that do not strictly follow the manufacturer's instructions;

- Non-observance of Jinko's maintenance instructions;
- Power failure, electrical spikes or surges, lighting, flood, fire, accidental breakage or other events outside Jinko's control.

(c) The Limited Product Warranty and Limited Peak Power Warranty do not cover any costs associated with installation, removal or re-installation of the PV-modules and (except as explicitly set forth in the last paragraph of the Section 5) customs clearance or any other costs for return of the Modules.

(d) Warranty claims will not be honored if the type or serial number of Jinko Modules have been altered, removed or made illegible without written authorization from Jinko.

4. Limitation of Warranty Scope

This Warranty as 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 Jinko, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Jinko. Jinko 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 Jinko 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. Jinko'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 Modules.

5. Obtaining Warranty Performance

If the Customer has a justified claim covered by this Warranty, an immediate notification directly to Jinko shall be filed by mailing a registered letter in writing to the address of Jinko listed hereunder, or, sending an email letter to the email account of Jinko listed hereunder. Together with the notification, the Customer should enclose the evidence of the claim with the corresponding serial number of the Modules and the date on which the Modules have been purchased. An invoice with clear indication of the purchase date, purchase price, module type, stamp or signature of Jinko or its distributors should also be submitted as part of the evidence.

If the Modules will be returned for inspection, repair or replacement by Jinko, Jinko will give the Customer a Return Merchandise Authorization (RMA). However, Jinko will not accept a return of any Modules without a RMA. In connection with both the Limited Product Warranty and Limited Peak Power Warranty, Jinko shall reimburse customer for reasonable, customary and documented transportation charges by sea freight for both the return of the Modules and reshipment of any repaired or replaced Modules, only if this cost is authorized by Jinko customer service department.

6. Transferability

This warranty is extended to the original end-user purchaser, and is also transferable to any subsequent owner of the location or holder of the product when Module(s) remain at their original installed location upon satisfactory proof of succession or assignment.

7. Severability

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

8. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/Germany, TÜV Rheinland in Cologne/Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by Jinko.

9. Various

The repair or replacement of the Modules or the supply of additional Modules does not lead to a new commencement of warranty terms, nor shall the original terms of this Warranty be extended. Any replaced Modules shall become the property of Jinko. Jinko shall at its own options to deliver another type of PV Modules (different in size, color, shape, or power), either a new brand or the original one, in case of that Jinko has discontinued producing the module in question at the time of the claim.

10. Force Majeure

Jinko shall not be in any way be responsible or liable to the Customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Warranty, due to fire, flood, blizzard, hurricane, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labor or materials and other events which are out of control of Jinko.

NOTE:

“Peak Power” is the power in watt peak that a PV-module generates in its maximum power point under STC condition. ‘STC’ are as follows: (a) light spectrum of AM 1.5, (b) an irradiation of 1,000W/m² and (c) a cell temperature of 25 degree Centigrade at right angle irradiation. The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of Jinko valid at the date of manufacture of the PV-Modules. Jinko’s calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.

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