



Limited Warranty for SUNCELL Photovoltaic double-glass Modules

SUNCELL photovoltaic double-glass modules are manufactured under license by Changzhou ALMADEN Co.,Ltd (hereinafter "ALMADEN"). ALMADEN grants the first client (hereinafter the "Client") who purchases any of the following branded types (and only those branded types) of SUNCELL photovoltaic crystalline silicon dual-glass module(s) (hereinafter "Module") for its own use, the following limited warranty. This limited warranty shall only apply to the following Products:

SCL-AP60T-XXX; SCL-AP72T-XXX; SCL-AM60T-XXX; SCL-AM72T-XXX; SCL-AB60T-XXX; SCL-AB72T-XXX;
SCL-AC60T-XXX; SCL-AC72T-XXX; SCL-AP60W-XXX; SCL-AP72W-XXX ; SCL-AM60W-XXX; SCL-AM72WXXX ;
SCL-AB60W-XXX; SCL-AB72W-XXX; SCL-AC60W-XXX; SCL-AC72W-XXX; SCL-AP60B-XXX ;
SCL-AP72B-XXX; SCL-AM60B-XXX; SCL-AM72B-XXX; SCL-AB60B-XXX; SCL-AB72B-XXX ; SCL-AC60B-XXX ;
SCL-AC72B-XXX ; SCL-AC50T-XXX; SCL-AC40T-XXX;
SCL-BP60T-XXX ; SCL-BP72T-XXX ; SCL-BM60T-XXX ; SCL-BM72T-XXX ; SCL-BB60T-XXX ; SCL-BB72T-XXX ;
SCL-BC60T-XXX; SCL-BC72T-XXX; SCL-BP60W-XXX; SCL-BP72W-XXX; SCL-BM60W-XXX; SCL-BM72WXX;
SCL-BB60W-XXX; SCL-BB72W-XXX; SCL-BC60W-XXX; SCL-BC72W-XXX; SCL-BP60B-XXX ;
SCL-BP72B-XXX; SCL-BM60B-XXX; SCL-BM72B-XXX; SCL-BB60B-XXX; SCL-BB72B-XXX ; SCL-BC60B-XXX ;
SCL-BC72B-XXX ; SCL-BC50T-XXX; SCL-BC40T-XXX;
SCL-HAB120W-XXX ; SCL-HAB144W-XXX ; SCL-HAC120W-XXX ; SCL-HAC144W-XXX ; SCL-HAB120T-XXX ;
SCL-HAB144T-XXX ; SCL-HAC120T-XXX ; SCL-HAC144T-XXX ; SCL-HAB120B-XXX ; SCL-HAB144B-XXX ;
SCL-HAC120BXXX ;
SCL-HAC144B-XXX ;
SHBB120T-XXX ; SCL-HBB120W-XXX ; SCL-HBB144W-XXX ; SCL-HBC120W-XXX ; SCL-HBC144W-XXX ;
SCL-HBB120T-XXX ;
SCL-HBB144T-XXX ; SCL-HBC120T-XXX ; SCL-HBC144T-XXX ; SCL-HBB120B-XXX ; SCL-HBB144B-XXX ;
SCL-HBC120BXXX ;
SCL-HBC144B-XXX ;

Note: the placeholders "XXX" mean applicable power stipulated in applicable product specification (e.g.. SCL-HBB120W-360)

I. SUBJECT OF WARRANTY

Subject of the present warranty are the SUNCELL dual-glass crystalline silicon photovoltaic module(s) manufactured by ALMADEN and delivered by ALMADEN or by SUNCELL.

II. 12-YEAR LIMITED PRODUCT WARRANTY

ALMADEN warrants that within 12 years commencing from the Start Date (as defined below) of the Warranty, the Product including the direct current connectors and cable (if applicable) assembled by the factory, under proper installation, use and services, shall:

- 1) Be free of any defect in the design, material, workmanship or manufacturing which would materially affect the function of the Product. If the modules fail such quality warranty within 12 years after the Start Date, then ALMADEN may opt to repair and/or replace the Product or make refund at the current pricing of similar ALMADEN modules. The repair, replacement or refund will be the sole and exclusive remedy under this limited warranty within the warranty period hereunder. The final right of interpretation hereof is reserved by ALMADEN.
- 2) Comply with all available specification requirements and drawings. The damage to the glass caused by non-external causes (such as damage caused by the glass itself or modules) is covered by this limited warranty. Any visible damage (including but not limited to scratches, mechanical wear, rust, or mildew) or other changes occurred after the delivery of the Product by ALMADEN to the Client (subject to incoterms2010) are not covered by this limited warranty, unless such damage or change materially affects the power output performance warranty of the provisions under the Article (III).

III. 30-YEAR LIMITED POWER OUTPUT WARRANTY

ALMADEN warrants that, within 30 years after the Start Date, when the maximum power output tested under standard testing conditions (STC) as provided by applicable product specifications minus negative tolerance of the module ($P_{max}(Wp)-P_{max}(\%)$), the loss will not exceed:

The loss of the first year shall be $\leq 2.5\%$, and the annual loss thereafter shall be $\leq 0.5\%$, and the power output of the 30th year after the Start Date shall be no less than 83%. ALMADEN warrants that there will be no defect in materials or process of each module and the module will not encounter any malfunction which may fail the guaranteed power output above as provided in "ALMADEN Product Specification". If, in ALMADEN's opinion, any module fails to provide the guaranteed power output due to defect in material or process, then ALMADEN may opt to:

- 1) make replacement, by way of either:
 - a) Providing additional modules to Client to make up the power loss
 - b) Replacing the defective modules or components with those of the same function to cover applicable power loss
- 2) Refund the cost of the modules (calculated at the current market price of equivalent modules) in proportion to the shortfall of the guaranteed power output.

The compensation provided under the Article (II) shall be the sole and exclusive compensation in respect of the "limited warranty for the maximum power output". The rated power output specified under applicable product specification is the maximum power point generated by solar photovoltaic modules under standard testing conditions (STC), expressed in watt. Standard testing conditions are: spectrum AM 1.5G, (b) radiation intensity 1000 W/m², (c) cell temperature under right-angle radiation is 25 °C. Testing shall be made at the connector or junction terminal in accordance with IEC61215; if practical, the testing shall be conducted in accordance with the existing calibration and testing standards of ALMADEN at the manufacturing of photovoltaic modules.

IV. WARRANTY START DATE

The Start Date of warranty means the delivery date of the Product to Client (subject to incoterms 2010), or the expiry date of twelve months after the production date, whichever is earlier.

V. Exclusions and Limitations

- 1) Any warranty claim must be received within the warranty period under all circumstances. The provisions of “Limited Product Warranty” and “Limited Power Output Warranty” of this Limited Warranty shall not apply to any malfunction or damage to the Product caused by any of the following reasons:
 - a) Failure to make payment or full payment to ALMADEN or its affiliates which sells module products; (direct Client obtaining module products from ALMADEN or its affiliates shall not withhold all or part of payment of the modules.) ALMADEN or its affiliates shall notify Client about the fact of nonpayment and furnish the names and complete addresses of the direct Client who failed to pay for module products. If ALMADEN refuses any warranty claim in accordance with this Article, Client itself may make payment to ALMADEN to support the warranty claim;
 - b) Failure to comply with the ALMADEN Installation Manual applicable to the limited warranty period as provided under the Article (IV) hereof;
 - c) Having services provided by technician(s) not qualified under applicable laws and regulations at the place of installation;
 - d) The change, erasion or non-recognition of the module type, label or serial number of the modules (except for any act or neglect of ALMADEN);
 - e) Installation of the products onto any mobile device (except for tracking system), such as vehicle, vessel or offshore structure; or any malfunction or damage caused by change of installation place
 - f) On-load voltage exceeding the maximum system voltage or power surge;
 - g) Improper transportation or defective construction for the mounting of modules;
 - h) The color of the product mold or similar external impact;
 - i) Any malfunction or damage caused by irresistible factors such as smoke, salt damage, acid rain or other environmental nuisance;
 - j) Occurrence of any of the following circumstance: extreme heat or extreme ambient conditions, or swift change of those similar ambient conditions, corrosion, oxidation, unauthorized modification or connection, unauthorized activation, repair with unauthorized devices, accident, natural force (such as lightning, earthquake, severe typhoon, tornado, volcano eruption, flood, tsunami, snow damage etc.), effect of chemical product, or other situation beyond reasonable control of ALMADEN (including but not limited to damage caused by fire, flood or otherwise);
 - k) Use or parallel import (meaning import to the country of ALMADEN or the licensee of the product which is originally permitted by ALMADEN for marketing in other country or region, without consent of ALMADEN) of the products in violation of the intellectual property right of ALMADEN or any third party (such as patent, trademark), which shall be deemed as infringement of ALMADEN’s intellectual property rights. Such provision is not applicable to the distribution within the territory of European Union; consent of ALMADEN is not required for the distribution of the product from one EU member country to another; however, ALMADEN’s consent is required for distribution of the product from non-EU member country to EU member country;
- 2) ALMADEN will not be responsible for any expenses in relation to the repair, replacement, dismantling, transportation etc. of the subject of warranty for any malfunction or damage caused by any of the circumstance mentioned above;
- 3) 8) Unless otherwise agreed, the provisions of “12-Year Limited Product Warranty” and “30-Year Limited Power Output Warranty” shall only apply to “Level A” modules;

VI. LIMITATIONS AND WARRANTY SCOPE

Unless specifically agreed, executed and acknowledged by ALMADEN in writing, the “Limited Warranty for Photovoltaic Modules” hereunder shall supersede and exclude all other warranties, expressed or implied, (including but not limited to the warranty for marketability or particular purpose, use or application) or any other obligations or liabilities of ALMADEN. ALMADEN is not liable for any personal injury or damage to property, or any other loss or damage caused by modules or other reason related to modules (including but not limited to any module defect or any defect arising out of the use and installation of the modules). Under no circumstance shall ALMADEN be responsible for any accidental, indirect or special loss whatsoever caused. ALMADEN is not liable for any loss of utility, production, revenue or profit. ALMADEN’s aggregated liability for any damage or otherwise (if any) to Client shall not exceed the invoice value of applicable module paid by Client.

In addition to any right provided herein, you may have other special legal rights, and those legal rights may vary in different country. This limited warranty will not affect any other right you may have in relation to consumer product in local jurisdiction. Those laws include without limiting the national laws implementing EC DIRECTIVE 99/44. The exclusion or limitation on accidental or indirect loss as provided hereunder may not apply to you in any country in which such exclusion or limitation is not allowed.

VII. EXECUTION OF WARRANTY

If Client has reasonable ground to claim under this “Limited Warranty for Photovoltaic Modules”, he shall immediately give notice to (a) installer, (b) ALMADEN’s authorized distributors, (c) give written notice to ALMADEN by registered mail or express services or through the email address listed below. Client shall also indicate its name and address, the name and address of installer and authorized distributor of ALMADEN, set forth the supporting evidence, quantity and relevant serial number of the affected modules and the date of purchase, along with the “Claim Notice”. Relevant invoices bearing official seals of ALMADEN or its authorized distributors shall be part of the supporting evidence. The operating regions and addresses of ALMADEN’s branch companies are listed at the end of this “Limited Warranty”.

Without prior written authorization of ALMADEN, no return of any module is accepted. In accordance with the terms of “Limited Product Warranty” and “Limited Maximum Power Warranty”, ALMADEN shall compensate the customary, reasonable and documented transportation expenses incurred by Client for the return, re-transportation or replacement of product, if approved by ALMADEN’s account services department.

VIII. SEVERABILITY

Should any part, clause or provision of this “Limited Warranty for Photovoltaic Modules” or the application to any individual or situation thereof be found invalid or unenforceable, it does not affect the validity of the rest parts, clauses, provisions hereof or their application, then the rest parts, clauses, provisions hereof and their application shall remain validly enforceable.

IX. DISPUTE AND ARBITRATION

- 1) If Client believes it has legitimate warranty claim under this “Limited Warranty”, he must immediately give written notice directly to ALMADEN. The notice shall be accompanied with

warranty certificate, applicable product serial number and selling date, and documents which can clearly indicate the contract number, selling date, selling price and product model; the imprint of the seal of ALMADEN or its distributors shall also be furnished as evidence. Any compliant must comply with relevant client complaint process. A copy of the client complaint process is available from ALMADEN upon request.

- 2) Without prior written authorization from ALMADEN, no return of photovoltaic products is accepted.
- 3) In case of any dispute between ALMADEN and Client arising out of the warranty claim raised under this “Limited Warranty”, it shall be authenticated by qualified testing agency appointed by both parties in the country of manufacture, or heard by court of the country of manufacture, with all expenses borne by the losing party.

X. OTHER PROVISIONS

The repair and replacement of modules will not lead to recalculation of warranty period, nor extend the original warranty period provided under this “Limited Warranty”. All replaced modules are the property of ALMADEN, which shall be at the absolute disposal of ALMADEN. If ALMADEN discontinued the production of the same kind of product at the warranty claim, then it may provide other kind of module (with difference type, color, shape or power).

XI. ASSIGNMENT OF WARRANTY.

This “Limited Warranty for Photovoltaic Modules” may be transferred if the product is still installed at its original installation location.

XII. FORCE MAJEURE

In case of ALMADEN’s failure or delay performing any of the terms and agreement of sales (including this “Limited Warranty for Photovoltaic Modules”) due to irresistible factor, including but not limited to natural disaster, war, riot, strike, warfare, plague or other contagious disease, fire, flood, and any other cause or condition beyond the control of ALMADEN, it will take no liability in any way for Client or any third party. Upon occurrence of any of such irresistible factor, this limited warranty will be suspended, and ALMADEN will take no responsibility for any delay caused by such events during suspension.

XIII. VALIDITY

This “Limited Warranty for Photovoltaic Modules” is applicable to all SUNCELL modules manufactured and delivered by ALMADEN (subject to incoterms2010) and effective from January 1, 2018. These terms may change due to technical or legal reasons, without further notice.

XIV. INTERPRETATION

In the event of disagreement relating to the interpretation of the present document in the German, French, Italian, or any other language version, the present English version will in all cases prevail.

XV. CONTACT

Region	Name	Address	Tel	Email
Europe	Suncell Energy Ltd	Rue de l'Eglise Catholique 6, 1820 Montreux	+41 21 99 99 849	info@suncell.ch
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