

**Suncell Energy Ltd.
Limited Warranty**

Frameless Double-Glass PV Module Limited Warranty

Warranty Terms

Suncell Energy Ltd. ("Suncell") warrants the performance of its Suncell brand solar photovoltaic modules ("Modules") sold under the module sales contract ("Sales contract") signed on or after January 1, 2025 according to this warranty.

This Warranty applies to all following PV Module products :

	N-Type Double Glass		Power Range
	TOPCON	BC	
Frameless double-glass PV Module	3.2+3.2 mm	3.2+3.2 mm	≤500W (Power of a single module is less than or equal to 500 watts)
	4.0+4.0 mm	4.0+4.0 mm	
	5.0+5.0 mm	5.0+5.0 mm	
	6.0+6.0 mm	6.0+6.0 mm	
	7.0+7.0 mm	7.0+7.0 mm	
	8.0+8.0 mm	8.0+8.0 mm	
	9.0+9.0 mm	9.0+9.0 mm	
	10.0+10.0 mm	10.0+10.0 mm	

1. Limited Product Warranty – Ten Years Repair, Replacement or Refund Remedy

Suncell Energy Ltd. warrants its Photovoltaic Solar Modules (MODULES), including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If MODULES fail to conform to this warranty, during the period ending Ten (10) years as stated in clause 2 from the date of sale as shown in the invoice to the first consumer customer of the Suncell product (CUSTOMER), Suncell will, at its option, either repair or replace the product, or refund the purchase price as paid by the CUSTOMER. The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the "Limited Product Warranty" and shall not extend beyond the Ten (10) years period set forth herein. This does not include the removal, shipping or re-installation or any testing costs associated with or incurred by the customer. This extends to any loss of revenue caused by any faults. This "Limited Product Warranty" does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter ("Limited Peak Power Warranty").

If the customer already knew or should have known about such design, material, process, or manufacturing defects before installing the product, but did not give Suncell the opportunity to correct such defects before installing the product, the customer shall bear the additional costs incurred by correcting such defects after installation

This product's limited warranty covers glass damage caused by non-external reasons (such as damage caused solely by the glass itself or modules).

Any appearance damage (including but not limited to scratches, stains, mechanical wear, rust, mold, deformation or discoloration) or other changes that occur after delivering the product to the customer

are not considered defects under this limited warranty.

2. Limited Peak Power Warranty - Limited Remedy

If, during the initial Twenty Five (25) years from the date of invoicing to the CUSTOMER, any MODULE(s) exhibits a power output under the specified minimum "Peak Power at STC" (standard test conditions) as outlined in the accompanying graph depicting power output degradation over time in Suncell's Product Information Sheet at the invoiced date, the actual power output of the module will undergo validation exclusively under Standard Testing Conditions. The determination of actual power output shall be conducted either by a Suncell facility or a Suncell recognised third-party testing institute. Tolerance levels specified on the PV Module data sheet and testing equipment tolerances will be applied to all actual power output measurements. If, at the sole discretion of Suncell, any decline in power is attributed to defects in material or workmanship of the Modules by Suncell, Suncell will, at its sole option and discretion, either (1) Rectify such power loss by supplying additional Modules to the Customer or compensate with an appropriate residual market value of the product(s); or (2) Undertake the repair or replacement of the defective Modules, inclusive of free shipping to the location supplied by Suncell. It is important to note that this provision does not cover costs related to the removal, re-installation, or any testing expenses incurred by the customer, extending to any loss of revenue resulting from any faults. The remedies outlined in this clause 2 constitute the exclusive and sole remedies provided under the "Limited Peak Power Warranty."

Guarantee Standard for Limited Peak Power on the Front Side of PV Modules (on the premise that the physical appearance is undamaged and the light transmittance shows no significant change):

Suncell guarantees that the front side (without junction box) of the modules will have a remaining power output ratio of $1-100\% * (P0-P1)/P0$ for a period of twenty five years from the start of the warranty, which will not be lower than the following guaranteed values.

Among which,

P0: According to the sales contract or the corresponding nameplate of the product, the lower limit of the nominal power of the product;

P1: The actual output power determined according to the product standard test conditions (STC: irradiation 1000w/m^2 , temperature $25\text{ }^\circ\text{C}$, AM1.5) shall be determined by Suncell or third-party organizations recognized by Suncell and the customer (note: under STC, the uncertainty of the relevant measurement and testing system shall be included in all actual output power measurements).

The power attenuation in the first year is 1.0%. From the second year to the twenty fifth year, the average annual power attenuation is not more than 0.6%. By the end of the twenty fifth year, the actual power output is not less than 82.3% of P0.

3. Remedies

If the Module(s) fails to meet the warranty as described in Sections 1 or 2 above, only at the sole discretion of Suncell, a justified claim will be settled by either of the following warranty services:

- (1) Repair work; or
- (2) Delivery of additional Module to make up the extra power loss; or
- (3) Reimbursement of the difference in power (wattage difference) between the actual power output and the guaranteed power output set out in the Section 2 according to the market price (per watt) at the time Suncell received the warranty claim; or
- (4) Reimbursement of the purchase price, reduced by an annual, linear depreciation amount calculated on the basis of the warranty period set out in Section 2 (12 years following the Warranty Start Date) of the original Modules that is subject to the warranty claim; or
- (5) Replacement of the defective Module or part thereof by new Module. Suncell has the right to deliver another type (different in size, color, shape and/or power but with equivalent or higher power level) in case Suncell has discontinued producing the replaced Modules at the time of the claim.

Any costs and expenses for the dismantling, removal, testing, packaging, installation or re-

installation of the Modules shall be assumed by the Customer.

The settlement of a justified claim shall not constitute a renewal or extension of existing, statutory warranty claims or claims based on the Warranty. Unless otherwise expressly provided in the Supply Agreement, Customer shall dispose of out-of-use Modules in accordance with local applicable regulations on electronic waste treatment and disposal at its own cost and the same shall not be reworked, re-sold or re-used in any way.

If Suncell determines to retrieve such Modules, the ownership of same is deemed to belong to Suncell. that Warranty represents a voluntary service by Suncell. Any claims beyond the warranty services as set forth in this section, particularly regarding direct or indirect damage shall be excluded, to the extent permitted by law.

4. Warranty Claims

Claims must be submitted within the applicable warranty period, and promptly in any case no later than thirty (30) calendar days from noticing the breach of the Warranty. Claim shall be filed in writing to Suncell Energy Ltd. with address Rue de l'Eglise Catholique 6, 1820 Montreux, Switzerland (Tel: +41 21 552 10 50 info@suncell.ch). The claim shall set forth, at least, the following information: (a) party making claim; (b) detailed description of the claim; (c) evidences supporting the claim, including the photos, data or testing report; (d) the evidence for purchase of the Modules subject to the claim, which is able to demonstrate that the party making claim is the beneficiary of the Warranty; (e) the corresponding serial number of the Modules subject to the claim; (f) Warranty Start Date; (g) Modules type; (h) physical address of the Modules; and (i) any other information reasonably requested by Suncell. The return of any Modules will not be accepted unless prior written authorization has been given by Suncell.

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as TÜV Rheinland in Germany / China, TUV SUD in Germany / China, PI Berlin / China and any other independent third party test institutes selected by Suncell and approved by Customer (such approval not be unreasonably withheld or delayed) and having been accredited to ISO IEC 17025, shall be retained to review the claim. The determination by such institute as to whether a breach of the Warranty has occurred shall be final and exclusive. If such institute is unable to confirm a breach of the Warranty, all fees and expenses so arising shall be borne by the Customer.

5. Exclusions and Limitations

- (1) In any event, all warranty claims must be filed within the applicable warranty period.
- (2) The “Limited Product Warranties” and the ‘Limited Peak Power Warranties’ do not apply to any MODULES which have been subjected to:
 - ✧ Misuse, abuse, neglect or accident ;
 - ✧ Alteration, improper installation or application ;
 - ✧ Non-observance of Suncell’s installation and maintenance instructions ;
 - ✧ Repair or modifications by someone other than an approved service technician of Suncell;
 - ✧ Power failure surges, lightning, flood, fire, accidental breakage or other events outside Suncell’s control.
- (3) Both, the “Limited Product Warranty” and “Limited Peak Power Warranty” do not cover any transportation charge, customs clearance or any other costs for return of the MODULES, or for reshipment of any repaired or replaced MODULES, or costs associated with installation, removal or re-installation of the PV-modules.
- (4) Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed or made illegible.
- (5) In addition, the limited warranties do not apply to any cosmetic change in appearance stemming from the normal wear and tear over time of product materials. Any color change on module or any other changes on module appearance do not represent defects, insofar as the change in appearance does not stem from defects in material and/or workmanship and does not cause degradation of functionality of the module, which are exempt from this warranty.

6. Limitation of Warranty Scope

These “Limited Warranty for PV Modules” as set forth herein are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchant ability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of Suncell, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Suncell. Suncell 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 MODULE, or from use or installation. Under no circumstances shall Suncell 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. Suncell’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.

7. Obtaining Warranty Performance

If the CUSTOMER feels a justified claim covered by this “Limited Warranties for PV Modules”, an immediate notification directly to Suncell shall be filed by mailing a [registered/certified] letter in writing to the address of Suncell listed hereunder or, sending an email letter to the email account of Suncell listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the invoice on which the MODULES have been purchased. An invoice with clear indication of the purchase date, purchase price, module type, stamp or signature of Suncell or its distributors should also be submitted as part of the evidence.

If the Modules will be returned to Suncell for inspection, repair or replacement by Suncell, Suncell will give the Customer a Return Merchandise Authorization (RMA). However, Suncell will not accept a return of any Modules without an RMA.

8. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test-institute negotiated by both parties, shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party, unless otherwise awarded. The final explanation right shall be borne by Suncell. The applicable law is the law of the product manufacturing country and the related legal provisions. In the event of any understanding ambiguity, the English shall prevail.

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

10. Force Majeure

Suncell 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 this "Limited Warranty for PV Modules", due to acts of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of Suncell. In such cases, performance by Suncell of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

11. Validity

"Peak Power at STC" is the power in Watt peak that a PV-module generates in its Maximum Power Point. "STC" are as follows

- (a) A light spectrum of AM 1.5,
- (b) An irradiation of 1000W per m²,
- (c) A cell temperature of 25 degree 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 Suncell valid at the date of manufacture of the PV-modules.

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 Suncell valid at the date of manufacture of the PV-Modules. Suncell’s calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.

SUNCELL

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