

广东明阳光伏产业有限公司

光伏组件有限质保书（下称“有限质保书”）

版本号：2022-CN-VER 1.0

MINGYANG SOLAR CO., LTD.

Limited Warranty of PV Modules (hereinafter referred to as "Limited Warranty")

Version No.: 2022-CN-VER 1.0

购买广东明阳光伏产业有限公司（以下简称“明阳”）的太阳能标准组件（“组件”）是您的正确选择。

Thank you for choosing the standard solar modules ("modules") from MINGYANG SOLAR CO., LTD. (hereinafter referred to as "Mingyang").

明阳且代表其他直接控股或者间接拥有的子公司，根据2022年07月01日当日及此后所签订的《销售合同》所交付的太阳能光伏组件产品（简称“组件”），明阳将向组件的买方以及经其确认的买方的承继方和受让方（统称“客户”）按照本《有限质保书》的规定提供产品质保。

Mingyang, on behalf of other directly controlled or indirectly owned subsidiaries, will provide product warranty to the buyer of the module and its confirmed successors and transferees (collectively referred to as "the customer") in accordance with the provisions of this Limited Warranty for the solar photovoltaic module products (hereinafter referred to as "the module") delivered under the Sales Contract signed on and after July 1, 2022. Warranty start date: from the date when the sales contract is signed (the modules must be installed directly by the customer and not for reselling), or three months from the date when the modules leave the Mingyang PV manufacturing facilities. The warranty period will start from the above two dates whichever is earlier.

1、定义 Definition

本文件和附件中所用下列名词的含义在此予以确定：

The meanings of the following terms used in this document and annexes are hereby defined from below:

1.1、“甲方”是指购买合同货物和服务的项目单位，包括该法人的法定代表人、法人的继任方和法人的受让方。

1.1 "Party A" refers to the entity that purchases contracted goods and services, including the legal representative, successor and transferee of the legal person.

1.2、“乙方”是指提供本合同项下合同货物和服务的法人或其组织，包括该法人的法定代表人、法人的继任方和法人的受让方。

1.2 "Party B" refers to the legal person or its organization that provides the contracted goods and services under this contract, including the legal representative of the legal person, the successor of the legal person and the transferee of the legal person.

1.3、“合同”是指甲乙双方签署的合同及其附件中的所有部分，以及合同条款载明的其他文件所组成的整体，包括双方根据合同约定不时进行的修改和补充。

1.3 "Contract" refers to the whole of the contract signed by both parties and all parts of its annexes, as well as other documents specified in the contract terms, including modifications and supplements made by both

parties from time to time according to the contract.

1.4、“合同生效日期”是指本合同开始生效日期。

1.4 "Effective Date of the Contract" refers to the effective date of the Contract.

1.5、“质保起始日”是指货物验收日起（组件须为客户直接安装，不另行销售），或者从组件离开明阳光伏生产工厂之日起三个月开始，质保期将从以上两个日期中较早者起算。

1.5 "Warranty start date" from the date when the sales contract is signed (the modules must be installed directly by the customer and not for reselling), or three months from the date when the modules leave the Mingyang PV manufacturing facilities. The warranty period will start from the above two dates whichever is earlier.

1.6、“货物验收日”是指甲方仓库在物品正式入库前，按照一定的程序和手续，对到库物品进行数量和外观质量的检查，以验证它是否符合订货合同规定的日期。

1.6 "Goods acceptance date" refers to the date when Party A's warehouse conducts inspection on the quantity and appearance quality of the goods in storage according to certain procedures and procedures before the goods are officially put into storage, so as to verify whether they conform to the provisions of the contract.

1.7、“质保起始日起12年”是指乙方组件产品材料工艺质保期限12年。

1.7 "12 years from the warranty start date" refers to the warranty period of Party B's module product materials which are 12 years.

1.8、“质保起始日起15年”是指乙方组件产品材料工艺质保期限15年。

1.8 "15 years from the warranty start date" refers to the warranty period of Party B's module product materials which are 15 years.

1.9、“质保起始日起25年”是指组件产品的线性功率保证期限25年。

1.9 "25 years from the warranty start date" refers to the 25 years warranty period of linear power of the module products.

1.10、“质保起始日起30年”是指组件产品的线性功率保证期限30年。

1.10 "30 years from the warranty start date" refers to the 30 year warranty period of the linear power of the module products.

1.11、“货物”是指乙方根据合同所要供应的货物及附属设备、备品备件、专用工具等其他设备。

1.11 "Goods" refers to the goods, auxiliary equipment, spare parts, special tools and other equipment to be supplied by Party B according to the Contract.

1.12、“接收”是指甲方对采购货物的质量、数量、型号与技术规范进行核对，在施工中接收

乙方提供的货物及服务。

1.12 "Receiving" means that Party A checks the quality, quantity, model and technical specifications of the purchased goods, and receives the goods and services provided by Party B during construction.

1.13、“书面形式”是指合同文件、信件和数据电文（包括电报、电传、传真、电子数据交换和电子邮件）等可以有形地表现所载内容的形式。

1.13 "in writing" refers to contract documents, letters and data messages (including telegram, telex, fax, electronic data interchange and e-mail) and other forms in a visible form.

1.14、“日、月、年”是指公历的日、月、年；“天”是指24小时；“周”是指7天。

1.14 "Day, month and year" refers to the day, month and year of the Gregorian calendar; "Day" means 24 hours; "Week" means 7 days.

2、产品有限质量保证-质保期间内可维修或者更换

Limited Warranty - Repairable or replaceable during the warranty period

明阳保证其组件整体（含出厂时附带的DC、连接器、电缆线）在常规运用、安装、使用和服务条件下，自质保起始日起,在以下对应的期间内，组件可以满足常规运用、使用和安装，而不出现由于材料、工艺导致足以影响组件性能的重大缺陷。重大缺陷并不包含正常磨损、锈蚀、发霉、颜色差异。如果组件自质保起始日起，在以下对应的期间内由于材料或工艺上的缺陷出现故障或者不能运行，在经过由明阳检测确认或者双方共同认可的第三方独立测试机构的验证确认后，明阳提供的补救措施仅限于维修或更换出现问题的组件。维修或更换的补救措施是此“产品有限质保”提供的唯一和排他的措施。此“产品有限质保”并不涉及组件的功率输出保证，功率输出保证将在下面第二部分“峰值功率有限保证”进行专门的描述。

Mingyang guarantees that its modules as a whole (including originally packaged DC, connectors and cables) can meet the requirements of normal usage, and installation within the following corresponding periods from the warranty start date under the conditions of normal use, installation and service, without major defects that could affect the performance of the modules due to materials and processes. Major defects do not include normal wear, corrosion, and color difference. In the event that modules cannot meet the Limited Warranty within the following corresponding period from the warranty start date, Mingyang shall take its discretion to repair or replace the defective modules. The remedy for repair or replacement is the only and exclusive measure provided by this "Limited Product Warranty". This "Limited Product Warranty" does not involve the power output warranty of the modules. The power output warranty will be specifically described in Part II "Limited Peak Power Warranty" from below.

2.1、N型单晶异质结双玻太阳能电池组件系列，质保起始日起15年内，仅适用于以下组件型号：MYMH-72HD-XXX（XXX=565-585）、MYMH-60HD-XXX（XXX=470-485）、MYMH-54HD-XXX（XXX=420-440）；

2.1 N-type mono-crystalline silicon heterojunction double-glass solar module series, within 15 years from the warranty date, is only applicable to the following module models: MYMH-72HD-XXX (XXX=565-585), MYMH-60HD-XXX (XXX=470-485), MYMH-54HD-XXX (XXX=420-440) ;

2.2、P型单晶PERC双玻太阳能电池组件系列，质保起始日起12年内，仅适用于以下组件型号：MYMP-72HD-XXX（XXX=535-555）、MYMP-60HD-XXX（XXX=445-460）、MYMP-54HD-XXX

(XXX=400-415) ;

2.2 P-type mono-crystalline silicon PERC double-glass solar module series, within 12 years from the warranty date, is only applicable to the following module models: MYMP-72HD-XXX (XXX=535-555), MYMP-60HD-XXX (XXX=445-460), MYMP-54HD-XXX (XXX=400-415);

2.3、P型单晶PERC单玻太阳能电池组件系列，质保起始日起12年内，仅适用于以下组件型号：MYMP-72HS-XXX (XXX=540-555)、MYMP-60HS-XXX (XXX=450-460)、MYMP-54HS-XXX (XXX=405-415) ;

2.3 P-type mono-crystalline silicon PERC single-glass solar module series, within 12 years from the warranty date, is only applicable to the following module models: MYMP-72HS-XXX (XXX=540-555), MYMP-60HS-XXX (XXX=450-460), MYMP-54HS-XXX (XXX=405-415);

3、峰值功率有限保证-有限补偿 Limited Peak Power Warranty - Limited Compensation

3.1、对于所述的双玻组件产品的正面（阳光面），明阳提供一个质保起始日起30年内的功率输出损失保证，单玻组件产品的正面（阳光面），明阳提供一个质保起始日起25年内的功率输出损失保证即： $100\% \times (P_0 - P_1) / P_0$ ，不超过以下保证值，其中：

3.1 For the front (sunny side) of the double glass module product, Mingyang provides a power output loss guarantee within 30 years from the warranty start date, and for the front (sunny side) of the single glass module product, Mingyang provides a power output loss guarantee within 25 years from the warranty start date, namely: $100\% \times (P_0 - P_1) / P_0$, not exceeding the following guaranteed values, including:

P0: 依照合同或产品对应的铭牌，产品“明阳标准测试条件（STC）下的组件标称功率”（简称标称功率）的下限值；

P0: According to the contract or the nameplate corresponding to the product, the lower limit of the product's "nominal power of modules under standard test conditions (STC)" (referred to as nominal power);

P1: 产品质保期间，依据明阳产品标准测试条件（STC）测定的最大峰值输出功率；

P1: During the warranty period, the maximum peak output power measured according to the standard test conditions (STC) of Mingyang products;

自质保起始日起，输出功率测量值 \geq 铭牌标称值-允诺衰减（ $\pm 3\%$ 的测试公差）即为测试合格。

From the warranty start date, if the measured output power \geq the nominal value of the nameplate - the promised attenuation value ($\pm 3\%$ of the test tolerance), the test is qualified.

注：“峰值功率”是光伏组件在标准测试条件下最大功率。标准测试条件是指：

Note: "Peak power" refers to the maximum power of photovoltaic modules under standard test conditions. The standard test conditions are:

(a) 光谱调幅AM1.5;

Spectral amplitude modulation AM1.5;

(b) 1000W/m²照射;
1000W/m²;

(c) 以正确的角度照射, 电池片温度为25°C。

Illuminate at the right angle, and the cell temperature is 25 °C.

使用明阳认可的专业测试电池组件的测试设备, 根据IEC61215 (等同GB/T9535) 标准进行测试, 测试在接线盒终端, 明阳的校准及测试标准在光伏组件的制造当日有效。明阳的校准标准与国际机构认可通过的标准相一致。

The professional test equipment approved by Mingyang shall be used to test the modules according to IEC61215 (equivalent to GB/T9535). The test shall be conducted at the terminal of the junction box, and the calibration and test standards of Mingyang shall be valid on the day of manufacturing the photovoltaic modules. The calibration standards of Mingyang are consistent with those approved by international institutions.

A、N型单晶异质结双玻太阳能电池组件系列, 仅适用于以下组件型号: MYMH-72HD-XXX (XXX=565-585)、MYMH-60HD-XXX (XXX=470-485)、MYMH-54HD-XXX (XXX=420-440)

N-type single crystal heterojunction double glass solar cell module series, only applicable to the following module models: MYMH-72HD-XXX (XXX=565-585), MYMH-60HD-XXX (XXX=470-485), MYMH-54HD-XXX (XXX=420-440)

第1年衰减不超过1%, 第2年至第30年平均每年衰减不超过0.35%, 即自质保起始日起30年内组件实际输出功率不得低于额定功率的88.9%;

The annual degradation in the first year shall not exceed 1%, and the average annual attenuation from the second year to the thirtieth year shall not exceed 0.35%, that is, from the warranty start date. The actual output power of modules shall not be less than 88.9% of the rated power within 30 years;

B、P型单晶PERC双玻太阳能电池组件系列, 仅适用于以下组件型号: MYMP-72HD-XXX (XXX=535-555)、MYMP-60HD-XXX (XXX=445-460)、MYMP-54HD-XXX (XXX=400-415);

P type single crystal PERC double glass solar cell module series is only applicable to the following module models: MYMP-72HD-XXX (XXX=535-555), MYMP-60HD-XXX (XXX=445-460), MYMP-54HD-XXX (XXX=400-415);

第1年衰减不超过2%, 第2年至第30年平均每年衰减不超过0.45%, 即自质保起始日起30年内组件实际输出功率不得低于额定功率的84.95%;

The annual degradation in the first year shall not exceed 2%, and the average annual attenuation from the second year to the thirtieth year shall not exceed 0.45%, that is, the actual output power of the modules shall not be lower than 84.95% of the rated power within 30 years from the warranty start date;

C、P型单晶PERC单玻太阳能电池组件系列, 仅适用于以下组件型号: MYMP-72HS-XXX (XXX=540-555)、MYMP-60HS-XXX (XXX=450-460)、MYMP-54HS-XXX (XXX=405-415);

C. P type single crystal PERC single glass solar cell module series is only applicable to the following module models: MYMP-72HS-XXX (XXX=540-555), MYMP-60HS-XXX (XXX=450-460), MYMP-54HS-XXX (XXX=405-415);

第 1 年衰减不超过 2%，第 2 年至第 25 年平均每年衰减不超过 0.55%，即自质保起始日起 25 年内组件实际输出功率不得低于额定功率的 84.8%；

The attenuation in the first year shall not exceed 2%, and the average annual attenuation from the second year to the 25th year shall not exceed 0.55%, that is, the actual output power of the modules shall not be less than 84.8% of the rated power within 25 years from the warranty start date;

对于所有组件系列产品中，电能输出质保仅适用于产品的正面发电。

For all modules series products, the power output warranty is only applicable to the front power generation of the product.

3.2、索赔：客户应就其索赔承担举证责任。如果客户认为组件未达到产品有限质保或功率有限质保的要求（统称“质保”），客户应及时且在知晓该等情况之日起30日内发出通知告知明阳，该通知应包含以下信息：

3.2 Claim: If the customer believes that the modules do not meet the Limited Product Warranty or the Limited Power Warranty (collectively referred to as the "warranty"), the customer shall notify Mingyang within 30 days after the claim was identified, and the notice shall include the following information:

- (a) 索赔方 Claimant;
- (b) 详细情况描述 Detailed description of the claim;
- (c) 证明材料，包括照片或数据 Supporting materials, including photos or data;
- (d) 相关组件序列号 Serial number of relevant modules;
- (e) 质保起始日 Warranty start date;
- (f) 组件型号 Model type;
- (g) 组件所在地 Location of modules;
- (h) 明阳要求提供的其他补充证明材料;

Other supplementary supporting materials required by Mingyang;

- (i) 按明阳要求，提供不符合质保要求的组件。

According to the requirements of Mingyang, provide modules that do not meet the warranty requirements.

尽管有前述规定，明阳有权自行决定并书面通知客户，将客户申报的组件不符合质保的情况提交 TÜVRheinland、TÜVNORD、TÜVSUD 或经明阳和客户认可的其他中立第三方检测机构进行鉴定，双方无正当理由不得拒绝或拖延认可其他中立第三方检测机构（“独立检测机构”）。独立检测机构用于进行本条所规定测试的测试设备的功率检测公差应在执行测试前以书面形式告知双方，且该检测公差应体现在独立检测机构出具的最终测试结论中。独立检测机构就组件是否达到质保要求的结论应视为就检测事宜最后且终局性的决定。明阳应承担根据本条（i）项产生的合理运输费用，以及独立检测机构根据本条发生的服务费用，具体包括运输、测试服务、仓储、保险费用以及与该运输和检测相关的组件损坏损失。但是，如果独立检测机构未得出组件不符合质保要求或客户未能证明组件未达到质保要求的或未经独立检测机构鉴定的，客户应在收到通知后及时将前述费用和损失全额补偿给明阳。

Notwithstanding the above provisions, Mingyang has the right to decide at its own discretion and notify the customer in writing that modules declared by the customer shall be shipped to T | VRheinland, T | VNORD, T | VSUD or other third-party testing institutions before the claim was honored by Mingyang.. Both parties shall not refuse or delay the approval of other third-party testing institutions ("independent testing institutions") without justified reasons. The power detection tolerance of the test equipment used by the independent testing agency for the test specified in this article shall be notified to both parties in writing before the test is carried out, and the detection tolerance shall be reflected in the final test conclusion issued by the independent testing agency. The conclusion of the independent testing agency on whether the modules meet the quality assurance

requirements shall be regarded as the final and final decision on testing matters. Mingyang shall bear the reasonable transportation costs incurred according to item (i) of this article, as well as the service costs incurred by the independent testing agency according to this article, including transportation, testing services, warehousing, insurance costs and modules damage losses related to this transportation and testing. However, if the independent testing agency does not conclude that the modules do not meet the quality assurance requirements or the customer fails to prove that the modules do not meet the quality assurance or are not identified by the independent testing agency, the above-mentioned costs and relevant losses shall be borne by the customer.

3.3、救济：在自质保起始日的有限功率保质期内，明阳保证销售出去的任何一块合格组件满足上述功率保证值，如果出现任何被明阳证实的超出保证值的功率损失，并且明阳单方独家判断功率损失的原因是由于可以归责于明阳在材料或者工艺上缺陷造成的，或者进一步（客户需求的情况下）由第三方测试机构（客户和明阳共同认可的）予以确认，明阳将有权选择以下任一救济措施：

3.3 Remedies: During the limited power warranty period since the warranty start date, Mingyang guarantees that any qualified modules sold meet the above power guarantee value. If any power loss beyond the guarantee value is confirmed by Mingyang, and Mingyang unilaterally judges that the cause of power loss is attributable to Mingyang's defects in materials or technology, Or further (if required by the customer), the third-party testing agency (jointly recognized by the customer and Mingyang) will confirm, and Mingyang will have the right to choose one of the following remedy measures:

- (1) 提供给客户额外的组件以弥补上述组件功率的损失；
- (1) Provide additional modules to customers to compensate for power loss;
- (2) 维修或更换缺陷组件并提供至最初销售时的交货地点的免费运送服务。
- (2) Repair or replace defective modules and provide complimentary delivery service to the delivery place at the time of initial sales.

在上述中所提出的赔偿方式是“峰值功率预先保证”中所提供的唯一和排他性的救济方法。
The compensation method proposed in the above is the only and exclusive remedy provided in the "peak power pre guarantee".

注意：假如客户发现缺陷组件在处理前需要预先退回，其运输费用由客户承担。经过了第三方测试机构确认判断属于明阳质保范围内的责任，运输费用可以依据客户提供的相关发票证明给予赔付。

Note: If the customer finds that the defective modules need to be returned in advance before handling, the transportation cost shall be borne by the customer. The third party testing agency confirms that the liability falls within the scope of Mingyang's warranty, and the transportation expenses can be compensated according to the relevant invoice certificates provided by the customer.

4、除外情况和限制条款 Exceptions and Limitations

4.1、在任何情况下，所有质保索赔均应在相应的质保期内书面提交至明阳或明阳授权的分销商，不能超过保证期限。

4.1 In any case, all warranty claims shall be submitted to Mingyang or its authorized distributor in writing within the corresponding warranty period, and the warranty period shall not exceed.

4.2、“产品有限质保”以及“峰值功率有限保证”不适用于以下情况的组件：

4.2 The "Limited Product Warranty" and the "Limited Peak Power Warranty" do not apply to the following

modules:

- 错误使用、滥用、疏忽、故意破坏或意外事故;

Misuse, abuse, negligence, vandalism or accidents;

- 擅自改造、安装不当或运用不当;

Unauthorized modification, improper installation or improper use;

- 未严格遵守生产者指示的修复及修改;

Repair and modification that do not strictly comply with the manufacturer's instructions;

- 未遵守明阳的维修说明;

Failure to follow Mingyang's maintenance instructions;

- 电源故障、电源电涌、电雷、水灾、火灾、意外破损或者其他超明阳不能控制的事件。

Power failure, power surge, lightning, flood, fire, accidental damage or other events beyond the control of the sun.

4.3、“产品有限质保”以及“峰值功率有限保证”均不赔偿如下费用：与组件的安装、拆卸或重新安装（除了在第5部分的最后一段所明诉述的）相关任何费用，也不包括退回组件时产生的清关或其他任何产生的费用。

4.3. Neither the "Limited Product Warranty" nor the "Limited Peak Power Warranty" will apply to any expenses incurred in connection with the installation, removal or reinstallation of the modules(except for those stated in the last paragraph of Part 5), nor will they include any customs clearance or other expenses incurred when returning the modules.

4.4、组件的型号、序列号标识未经明阳的书面授权被篡改、移除或无法辨识时，索赔将会被拒绝。

4.4 If the model and serial number identification of the modules is tampered with, removed or cannot be identified without the written authorization of Mingyang, the claim will not accepted.

5、质保范围限制Limitation of warranty scope

除非明阳以书面的方式明确同意，签署或认可了其他义务和责任，否则本有限质保书的保证条款明确替代，并排除其他所有其他明示或暗示的保证，包括但不限于对于商销性的保证、适于特殊目的、特殊用途或运用的保证，以及其他明阳承担的义务或责任。

Unless Mingyang expressly agrees in writing, signs or recognizes other obligations and liabilities, Mingyang assumes no all other express or implied warranties, including but not limited to merchantability, warranties for particularl purposes, special usages or applications, and other obligations or liabilities undertaken by Mingyang.

明阳不对人身伤害或者财产损失承担责任，不对组件引起或组件相关的原因（包括但不限于组件的任何缺陷，使用和安装产生的缺陷）导致的其他损失或伤害承担责任。明阳对于任何原因导致的附带性损害、敷衍性损害或特别损害均不承担赔偿责任。因产品无法使用导致的损失，利润损失、生产损失或者收入损失均在此予以明确排除。明阳如果对客户承担赔偿责任，其累计的赔偿总额不超过客户支付的单个组件的发票价格。

Mingyang shall not be liable for personal injury or property loss, and shall not be liable for other losses or injuries caused by or related to the modules (including but not limited to any defects of the modules, defects arising

from use and installation). Mingyang shall not be liable for incidental, perfunctory or special damages caused by any reason. The loss, profit loss, production loss or income loss caused by the unavailability of the product are explicitly excluded here. If Mingyang is liable for compensation to the customer, the total amount of compensation shall not exceed the invoice price of a single modules paid by the customer.

6、质保的履行 Performance of warranty

如果客户认为根据“产品质保”可以提出正当的质保要求，应立即以挂号信件的形式将书面通知寄送到下述的明阳地址，或者发送到下述明阳电子邮箱/传真。客户应随通知附上质保正码，对应的组件序列号及购买时间。同时还应该提出能够清晰显示购买日期，购买价格，组件型号，明阳的印章或签字的发票作为凭证。

If the customer considers that it is possible to put forward proper warranty requirements according to the "Product Warranty", he/she shall immediately send a written notice in the form of registered letter to Mingyang's address from below, or Mingyang's e-mail/fax from below. The customer shall attach the warranty positive code, corresponding modules serial number and purchase time with the notice. At the same time, the invoice that can clearly show the purchase date, purchase price, modules model, seal or signature of Mingyang shall also be presented as evidence.

如果组件要运回明阳检测，维修或者更换，明阳向客户提供产品退回授权书（RMA）。在没有产品退回授权书的情况下，明阳将不接收退回的组件。在客户服务部门批准了的情况下，以“产品有限质保”以及“峰值功率有限保证”相关合理的，正常的和有文件证明的组件海运运输费用（含退回的费用以及维修、更换了的组件的再次运输费用）将由明阳向明阳客户进行补偿。Provided that the modules are to be shipped back to Mingyang for inspection, repair or replacement, Mingyang shall provide the customer with the Product Return Authorization (RMA). Mingyang will not accept returned modules without a product return authorization. With the approval of the customer service department, Mingyang will compensate Mingyang's customers for the reasonable, normal and documented ocean transportation costs of modules (including returned costs and re transportation costs of repaired and replaced modules) related to the "Limited Product Warranty" and "Limited Peak Power Warranty".

本《有限质保书》符合《澳大利亚消费者法》要求，证明缺陷保证的文件包括强制性文本，确保消费者知道，除了ACL规定的消费者权利外，任何针对缺陷的保修都有效。货物供应的强制性文本是：

This Limited Warranty is in accordance with the requirement of Australian Consumer Law that a document evidencing a warranty against defects include mandatory text to ensure consumers are aware that any warranty against defects operates in addition to consumers' rights under the ACL. The mandatory text for the supply of goods is:

我们的商品附带根据《澳大利亚消费者法》不能排除的保证。您有权因重大故障而获得更换或退款，并有权获得任何其他合理可预见的损失或损害的赔偿。如果货物质量不合格且故障不构成重大故障，您也有权要求维修或更换货物。

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and 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.

欲了解更多详情，请参阅ACCC网站：

For more details please refer to ACCC website:

<https://www.accc.gov.au/business/treating-customers-fairly/offering-warranties/warranties-against->

defects

7、可转让性Transferability

无论本《有限质保书》其他条款是否有相反规定，本《有限质保书》是客户独立且排他的救济，无第三方受益人。但在明阳收到组件全款并得到明阳书面通知的情况下，本《有限质保书》可转让给第三方个人或机构。《有限质保书》的转让应为整体转让，不得部分转让。经明阳要求，经承认的《有限质保书》的受让方应签署协议确认接受《有限质保书》的内容，以此作为转让的前提。

Regardless of any other provision of this Limited Warranty to the contrary, this Limited Warranty is an independent and exclusive remedy of the customer, without any third-party beneficiary. However, this Limited Warranty can be transferred to a third party individual or institution when Mingyang receives the full payment for the modules and receives a written notice from Mingyang. The transfer of the Limited Warranty shall be in whole, not in part. At the request of Mingyang, the transferee of the recognized Limited Warranty shall sign an agreement to confirm the acceptance of the content of the Limited Warranty, which is the premise of the transfer.

8、条款的可分性Severability of provisions

如果本“产品质保”的某部分，某项条款被认定无效，失效或无法实施，或者该等部分条款对某些人某些情况下的适用被认定为无效，失效或无法实施，则此种情况不影响本质保书任何其他部分或条款或本质保书的适用的效力。在这种情况下，本质保书的其他部分或条款或本本“产品质保”的适用性应被视为独立有效。

If any part of this "Product Warranty" or any provision is deemed invalid, invalid or unenforceable, or the application of such part of the provisions to some persons under certain circumstances is deemed invalid, invalid or unenforceable, such circumstances do not affect the validity of any other part or provision of this warranty or the application of this warranty. In this case, the applicability of other parts or clauses of this warranty or this "Product Warranty" shall be deemed as independent and effective.

9、争议解决Dispute resolution

任何与本《有限质保书》有关的争议，包括但不限于有关《有限质保书》的存续、效力、违反或终止等争议，应根据原买方与明阳签订的合同中约定的管辖法律及争议解决程序来解决。客户请求明阳履行本《有限质保书》中义务的，明阳可要求客户签署补充协议以使得本条条款对于该客户发生效力，以此作为明阳履行本《有限质保书》中义务的前提。Any dispute related to the Limited Warranty, including but not limited to the existence, effectiveness, violation or termination of the Limited Warranty, shall be resolved in accordance with the governing laws and dispute resolution procedures agreed in the contract between the original buyer and Mingyang. If the customer requests Mingyang to perform its obligations under this Limited Warranty, Mingyang may require the customer to sign a supplementary agreement to make this clause effective for the customer, which is the premise for Mingyang to perform its obligations under this Limited Warranty.

10、变更Change

组件的维修、更换或者提供额外组件的组件并不表示质保期限重新开始，此“产品质保”的原有期限不会重新计算延期。任何被更换的组件均为明阳所有，并由其全权处理，如在索赔发生时明阳已停止生产同问题组件同型号的组件，明阳可自行选择提供其他型号的组件（不同大小、颜色、形状或者功率不同），不论是新的品牌或原始品牌。

The repair and replacement of modules or the provision of additional modules does not mean that the warranty period is restarted, and the original period of this "product warranty" will not be recalculated for extension. Any replaced modules shall be owned by Mingyang and shall be handled by Mingyang at its sole discretion. If Mingyang has stopped producing modules of the same model as the problem modules at the time of claim, Mingyang may choose to provide modules of other models (different sizes, colors, shapes or powers) at its own discretion, regardless of whether they are new brands or original brands.

11、不可抗力Force Majeure

如因火灾、洪水、暴风雨、飓风、雷电、天灾、公共政策的改变、恐怖主义、战争、暴乱、罢工、无法获得适当和足够的人力和物力及超出明阳合理控制范围内的其他原因或者情况的造成明阳无法履行或者延迟履行销售条款或本“产品质保”，明阳不对客户或者第三方负责。此种情况下，明阳不以任何方式对终端客户或任何第三方承担责任。

Mingyang shall not be liable to customers or third parties for failure or delay in fulfilling the terms of sale or this "Product Warranty" due to fire, flood, storm, hurricane, lightning, natural disaster, change of public policy, terrorism, war, riot, strike, inability to obtain appropriate and sufficient manpower and material resources, and other reasons or circumstances beyond the reasonable control of Mingyang.

12、质量保修期外服务Service beyond warranty period

质保外服务指前述各质量保证期届满后，即进入质保期外有偿服务。

Out of warranty service refers to the paid service after the expiration of the above warranty period.

质量保证期外如涉及更换组件产品的情况，我司将提供更换的产品，并按经销价进行收费（含退回的费用以及维修、更换了的组件的再次运输费用），具体收费标准按我司出具的当年有效价格文件执行。

If the replacement of modules products involved beyond the warranty period, Mingyang will provide the replacement products and charge according to the selling price (including the cost of return and the cost of re transportation of the repaired and replaced modules). The specific charging standard is subject to the effective price document issued by our company for the current year.

费用结算：质保期外售后服务费用的收取，由我公司服务人员向客户提供相应的报价明细，客户确认之后通过现金、汇款、汇票等方式完成付款，并由我公司服务人员开具相应数额收据。
Fee settlement: For the collection of after-sales service fees beyond the warranty period, our service personnel will provide the customer with the corresponding quotation details, and the customer will complete the payment by cash, remittance, bill of exchange, etc. after confirmation, and our service personnel will issue a receipt for the corresponding amount.

13、其他约定Other agreements

本《有限质保书》以明阳和客户之间订立的合同为基础和前提，并且应当纳入该合同协议并受其条款的约束，且双方可能通过合同修订《有限质保书》中的条款。明阳保留在任何时间修订或更新本《有限质保书》的权利，该等修订或更新无需通知。

This Limited Warranty is based on and premised on the contract signed between Mingyang and the customer, and shall be incorporated into the contract agreement and bound by its terms, and both parties may amend the terms of the Limited Warranty through the contract. Mingyang reserves the right to amend or update this Limited Warranty without notice.

联系方式:**广东明阳光伏产业有限公司**

地址 (A): 广东省中山市火炬路22号明阳工业园。

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