

# *Mysolar*

## New Energy, Smart Living

Limited Product Warranty  
for **Solar Modules**

V.2019Jan



# LIMITED WARRANTY FOR MYSOLAR PV MODULES

This limited warranty apply to Mysolar STAR Series and SUPO Series solar panels, including STAR Series MONO, POLY, HALF CELL solar modules and SUPO Series MONO, and HALF CELL solar models.

Mamibot Manufacturing USA Inc and on behalf of All its Directly and Indirectly owned and controlled subsidiary, INCLUDING BUT NOT LIMITED TO Mysolar Manufacturing (Shanghai) Co.,Ltd (hereinafter jointly referred to as "MYSOLAR") warrants its photovoltaic Solar Modules' (Modules) performance starting from the date of sale to the first customer installing the modules ("Customer") or starting at the latest 6 (six) months after modules dispatched from the MYSOLAR factory, which ever occurs earlier (The "Warranty Commencement Date").

## **12Years Limited Product Warranty for Repair or Replacement**

Subject to the exclusions contained below, MYSOLAR warrants to the original Customer that the Mysolar solar modules shall be free from defects in materials and workmanship that have an effect on module functionality under normal application, installation, use, and service conditions for a period of 144 (one hundred and forty four) months from the Warranty Commencement date. Mysolar warrants that the module will maintain its mechanical integrity and stability in accordance with the approved operation methods described in Mysolar's installation manual and its specifications; the glass of the module will maintain its integrity provided there are no indications of localized impacts or external forces; and the cable and connectors plugs of the module will remain safe and operational provided the module is professionally installed. Any damage caused by abrasion, improper installation, artificial damage or animals are excluded from this warranty.

Claims under this warranty will only be accepted as the defects are verified by an independent testing agency that will be selected and confirmed mutually by MYSOLAR and Customer in advance. Mysolar will, at its sole option, either repair or replace the malfunctioning or inoperative solar modules. Solar module's repair or replacement remedy shall be the sole and exclusive remedy provided under this Limited Product Warranty and shall not be extend beyond the period set forth herein. This Limited Product Warranty does not warrant a specific power output at or during any time frame, which shall be exclusively covered under Section of below Limited Peak Power Warranty.

## **12 Years and 25 Years Limited Peak Power Warranty**

Mysolar warrants that for a period of 25 (twenty five) years starting from the Warranty Commencement Date, the modules will maintain a level of performance as below details:

- \* During the first year, Mysolar warrants the actual power output of the solar modules will be no less than 97.5% of the labeled power output;
- \* From year 2 to year 12, the actual annual power decline will not be more than 0.6%, by beginning of year 12, the actual power output will be no less than 91.2% of the labeled power output;
- By the end of year 25, the actual power output will be no less than 80.80% of the labelled power output;

Within the period of 25 (twenty five) year warranty from the Warranty Commencement Date, if any qualified solar module sold by Mysolar results a loss of power output exceed the abovementioned warranted values, provided that any such declared loss in power has been verified by Mysolar and its sole discretion is due to solar modules' defects in materials or workmanship (verified and confirmed by Mysolar and selected independent third-party testing agency), Mysolar will at its sold option and discretion, either make up such loss in power by providing additional solar modules to its Customers or repair or repalce the defective solar modules including free shipment to the location as set out in the original sales contract signed by Mysolar and the Customer. The remedies set forth herein are the sole and exclusive remedies Mysolar is bound to provide under the Limited Peak Power Warranty.

"Peak Power" is the power in watt peak that solar module generates in its maximum power under STC condition. "STC" are as below:

Light Spectrum of AM 1.5

Irradiance at 1,000w/M2

Cell temperature of 25 degrees centigrade at right angle irradiation.

## **Non-extendable Warranty**

Any repair or replacement of an affected product shall not increase the applicable warranty period. The warranty period for replaced or repaired product is the remainder of the warranty for the affected product. Mysolar reserves the right to deliver a similar product (of similar size, color, shape, and/or power output) in replacement of the returned product if production of the returned model is discontinued or such model is otherwise unavailable.

Any replaced solar modules shall become the property of Mysolar.

## **Claim Requiring**

If the Customer believes that it has a justified claim covered by the limited warranties set forth above, then the Customer shall submit such claim in writing, with supporting information including but not limited to the claimed quantity, serial numbers, purchasing invoices and proofs, to Mysolar within the applicable warranty period specified above to the following address or email, or such future address as Mysolar may provide from time to time:

### **USA (Customers From American Countries)**

#### **Mamibot Manufacturing USA Inc.**

Head Office: Orange St. #600, Wilmington, New Castle, 19899, Delaware, USA Tel: 001 302 428 9888 sales@mamibot.com

### **China (Customers from EU/Asia/Africa/Oceanica and rest of the world)**

#### **Mysolar Manufacturing (Shanghai) Co.,Ltd.**

Tel: 0086 21 62147369 North Part, 21ST Fl, No.1, LN1040, Caoyang Rd, Putuo Dist, Shanghai, P.R.C. sales@mamibot.com

## **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 solar modules remain at their original installed location upon satisfactory proof of succession or assignment.

## **Disputes**

In case of any dispute related to warranty claims, such dispute shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the purchase agreement between the Customer and Mysolar.

## **Not Independent Warranties**

The Customer has the right to pursue claims under each of the warranties set forth above; provided that if claims arise under multiple limited warranties from a single defect, then if Mysolar remedies that defect as set forth above, Mysolar shall be deemed to have resolved all applicable warranty claims arising from that defect.

## **Exclusions and Limitations**

The limited warranties set forth herein DO NOT apply to any module which has been subjected to 1) negligence in transportation, handling, storage or use; or has been repaired, or in any way tampered with; 2) or which has been subjected to extraordinary salt or chemical exposure; 3) or which has been subjected to improper installation, application, alteration, unauthorized service, improper system design which caused constant shading to the modules; 4) or which has been subjected to power failure or surges, flood, fire, direct or indirect lightning strikes, or other acts of nature; or which has been subjected to accidental breakage, vandalism, explosions, acts of war, or other events out of Mysolar's control; 5) or which has been moved from its original installation location.

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. Warranty claims will not apply if the product label, type or serial number of the applicable product has been altered, removed or made illegible.

## **Force Majeure**

Mysolar will not be responsible or liable to the Customer whatsoever or any third-party arising out of any non-performance or delay in performance of any terms and conditions of the sales, including this

Warranty, due to causes of natural disasters such as 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 Mysolar.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MYSOLAR HEREBY DISCLAIMS, AND 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 ANY OF ITS PRODUCTS OR THEIR USE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL MYSOLAR BE LIABLE TO THE CUSTOMER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE CUSTOMER, FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE PRODUCTS, EVEN IF MYSOLAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MYSOLAR'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO MYSOLAR BY THE CUSTOMER FOR THE PRODUCT IN THE CASE OF A WARRANTY CLAIM.

THE CUSTOMER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE PRODUCTS WOULD BE SUBSTANTIALLY DIFFERENT. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO THE CUSTOMER IN SUCH JURISDICTIONS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE CUSTOMER IN SUCH JURISDICTIONS.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU IN THOSE AREAS.

\*\*\* Please read the safety and installation instructions before using the Mysolar solar modules. The installation and handling of solar modules requires professional skills and should only be performed by qualified professionals and/or dules.

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.  
Effective date of file: Jan 1st, 2019

### **Importer in Australia:**

#### **iSupply Pty Ltd**

10 Augustine St Hunters Hill 2110 NSW Australia  
www.imsolarau.com Email: zygmuntn@tpg.com.au Tel: 61 40 974 9145

### **Mamibot Manufacturing USA Inc.**

Head Office: Orange St. #600, Wilmington, New Castle, 19899, Delaware, USA  
www.mamibot.com Tel: 001 302 428 9888 sales@mamibot.com

### **Mysolar Manufacturing (Shanghai) Co.,Ltd.**

North Part, 21ST Fl, No.1, LN1040, Caoyang Rd, Putuo Dist, Shanghai, P.R.C.  
www.mamibot.com/mysolar Sales@mamibot.com Tel: 0086 21 62147369

**Mysolar** is a **Mamibot** company and brand.

**Mysolar** and **Mamibot** are trademarks of Mamibot Manufacturing USA Inc.  
Copyrights ©Jan, 2019, all rights reserved by **Mamibot Manufacturing USA Inc.**

**File Version: v\_mysolarwarranty\_jan2019, revised Apr 30-2020**