

WARRANTY CERTIFICATE FOR CRYSTAL PV MODULES



TS EN 61215, TS EN 61730 IEC 61215, IEC 61730, IEC 62804 (PID FREE) ISO 9001:2015, ISO 14001:2015, ISO 45001: 2018,ISO 27001:2013, ISO 10002:2004 UL 61730-1, UL 61730-2



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1. LIMITED PRODUCT WARRANTY

SIRIUS PV warrants that, for a period of twelve years commencing on the warranty start date, its photovoltaic solar PERC MONOCRYSTAL 'monofacial - bifacial' and for a period of fifteen years commencing on the warranty start date for TOPCON 'monofacial – bifacial' modules, including any factory-assembled DC connectors and cables, will be free from defects in materials and workmanship under normal application, installation, usage, and service conditions. This 'Limited Modules Warranty' does not cover a specific power output. Specific power output is exclusively covered under clause 2 hereinafter, titled 'Limited Peak Power Warranty.' The Limited Modules Warranty period begins on the 180th day from the manufacturing date or from the date of delivery, whichever is earliner.

2. LIMITED PEAK POWER WARRANTY

2.1 Limited Peak Power Warranty for PERC MONOCYRSTAL

SIRIUS provides a power output guarantee for its PERC MONOCRYSTAL "monofacial – bifacial" modules for a total of 25 years from the start date of the warranty. The Limited Peak Power Warranty period from the 180 th day of the manufacturing date, or from the date of delivery, whichever comes earlier.

2.2 Limited Peak Power Warranty for TOPCON

SIRIUS provides a power output guarantee for its "monofacial – bifacial" TOPCON modules for a total of 30 years from the start date of the warranty. The Limited Peak Power Warranty period from the 180 th day of the manufacturing date, or from the date of delivery, whichever is earlier.

3. LINEAR PERFORMANCE WARRANTY

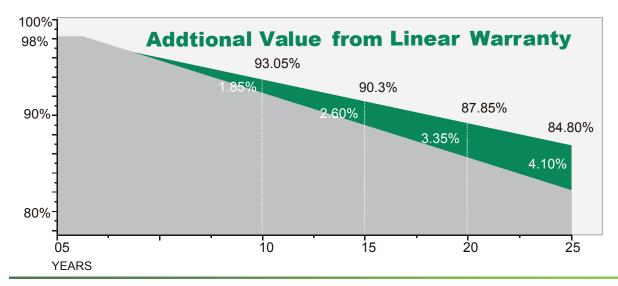
3.1 PERC MONOCYRSTAL Monofacial Linear Performance Warranty

For PERC Monocyrstal monofacial Modules: less than 2.0% in the first year, thereafter less than 0.55% per year, ending with no less than 84.80% in the 25th year after the Warranty Start Date.

The actual output power is calculated as follows:

Actual Power Output (Year=1) ≥ Nominal Power * (1 - 2%)

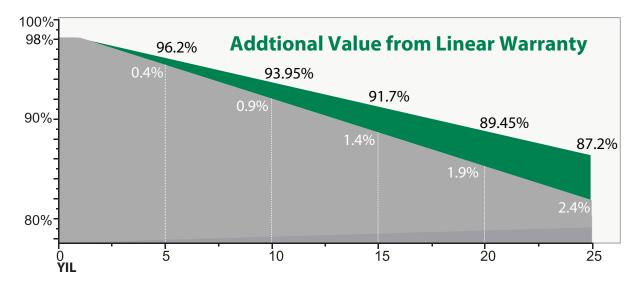
Actual Power Output(Year=N, $2 \le N \le 25$) \ge Nominal Power * {1 - [2% + 0.55% *(N-1)]}





3.2 PERC MONOCYRSTAL Bifacial Linear Performance Warranty

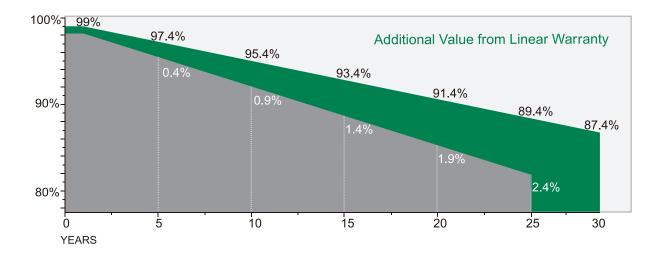
For PERC Monocyrstal Bifacial Modules: less than 2.0% in the first year, thereafter less than 0.45% per year, ending with no less than 87.2% in the 25th year after the Warranty Start Date. The actual output power is calculated as follows: Actual Power Output (Year=1) \geq Nominal Power * (1 - 2%) Actual Power Output(Year=N, 2 \leq N \leq 25) \geq Nominal Power * {1-[2% + 0.45% *(N-1)]}



3.3 TOPCON "Monofacial-Bifacial" Linear Performance Warranty

For TOPCON Modules: less than 1.0% in the first year, thereafter less than 0.4% per year, ending with no less than 87.4% in the 30_{th} year after the Warranty Start Date. The actual output power is calculated as follows: Actual Power Output (Year=1) ≥ Nominal Power * (1 - 1%)

Actual Power Output(Year=N, $2 \le N \le 30$) \ge Nominal Power * {1-[1% + 0.4% *(N-1)]}





4. Obtaining Warranty Performance

(a) Notification

If the customer has a justified claim covered by this "Limited Warranties for PV Modules", an immediate notification directly to SIRIUS shall be filed by mailing a registered letter in writing to the address of SIRIUS listed hereunder, or, sending an email letter to the email account of SIRIUS listed hereunder. Together with the notification, the customer should enclose the evidence modules and of the claim with the corresponding serial number of the the date on have been purchased. The return of any modules will not be accepted unless which the modules prior written authorization has been given by SIRIUS.

(b) Performance of Warranty

(1) Repair. If modules fail to conform to the "Limited Product Warranty" and the "Limited Peak Power Warranty", SIRIUS will, at its option, repair the modules. The customer may, at it's option, appoint a qualified third-party to repair with SIRIUS written consent. The cost of such repair shall be borne by the SIRIUS under this Warranty.

(2) Replace. If modules fail to conform to the "Limited Product Warranty" and the "Limited Peak Power Warranty", SIRIUS will, at its option, replace the modules. The new modules shall have the same specifications and output power or higher, or could satisfy the same need.

(3) Limited Refund. If the modules fail to comply with the "Limited Peak Power Warranty", SIRIUS will refund (at its option): (i) the fair market value at the time of claim, of the gap between actual output power and warranted output power; (ii) the remaining value of warranted output power of the remaining Warranty period. Remaining value=fair market value at the time of claim*warranted output power*remaining Warranty period/25years (PERC Monokristalin) or Warranty period/30 years (TOPCon)

(4) Additional supply. If the modules fail to comply with the "Limited Peak Power Warranty", SIRIUS will additionally supply the customer the free modules to make up the difference between the actual output power and the warranted output power of the defective modules.

5. Exclusions and Limitations

• SIRIUS keeps the right for increase or change of the warranty duration in conclusion of agreements / contracts.

• In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.

• The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under this Warranty.

• The "Limited Product Warranty" and the "Limited Peak Power Warranty" do not apply to any modules which have been subjected to:

-Misuse, abuse, neglect or accident;

-Alteration, improper installation or application;

-Non-observance of SIRIUS installation and maintenance instructions;

-Repair or modifications by someone other than an approved service technician of SIRIUS ;

-Power failure surges, lighting, flood, fire, accidental breakage or any other Force Majeure incidents.



•Regular cleaning and maintenance of PV modules, taking into account site conditions contamination rate, are necessary. Damage caused by environmental factors (bird droppings, dragonfly eggs, dust, etc.) that may occur on the PV module surface due to the lack of regular cleaning during the operational period is not considered within the scope of the warranty. It is recommended to perform the cleaning process at each seasonal transition.

•Warranty claims will not be honored if the serial number of the modules have been altered, removed or made illegible.

•Due to the negative situations that may occur related to the bypass diode, caused by external factors such as grid voltage irregularities, current surges, lightning strikes, etc., these types of malfunctions are not considered within the scope of the warranty.

•Unless otherwise agreed by both SIRIUS and customer in the purchase/sales contract, the Warranty performance shall not extend the Warranty period of the modules. In other words, the Warranty period for repaired, replaced or additional supplied modules shall be the remaining duration of the original warranty period.

•Subject to authorization by SIRIUS Customer Service Department, SIRIUS will reimburse customer for reasonable, normal, and documented shipping costs that comply with the Limited modules Warranty and the Limited Peak Power Warranty, Includes delivery of returned, repaired, replaced or free modules. However, any costs associated with modules' installation, removal or reinstallation, as well as customs clearance costs and transit insurance shall not be included.

6. Limitation of Warranty Scope

These "Limited Warranties for 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 merchantability and of fitness for particular purpose, use (usage), or application, and all other obligations or liabilities on the part of SIRIUS unless such other obligations or liabilities are expressly agreed to in writing signed and approved by SIRIUS. SIRIUS 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 usage or installation. Under no circumstances shall SIRIUS be liable for incidental, consequential or special damages, howsoever caused. Loss of usage, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. SIRIUS 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. If the customer has a justified claim covered by this "Limited Warranties for PV Modules", an immediate notification directly to SIRIUS shall be filed by mailing a registered letter in writing to the address of SIRIUS listed hereunder, or, sending an email letter to the email account of SIRIUS 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.

7.Severability

If a part, provision or clause of this "Limited Warranty for modules", 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 "Limited Warranty for Modules", and to this end such other parts, provisions, clauses or applications of this "Limited Warranty for Modules" 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, TUV Rheinland, TUV SUD shall be involved to judge the defect(s) finally. All fees and expenses shall be borne by the responsible Party, unless otherwise determined Other dispute settlement clauses and applicable laws shall be subject to the sales/purchase contract signed by the SIRIUS and customer, but SIRIUS reserves the right of final interpretation. Customer may have specific legal rights outside this Warranty, and customer may also have other rights that vary from state to state. This limited warranty does not affect any additional rights you have under laws in your jurisdiction governing the sale of consumer goods, including, without limitation, national laws implementing EC directive 99/44. Some states 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 customers.

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 SIRIUS made for their disposal. SIRIUS has the rights to deliver another type (different in size, color, shape or power) in case SIRIUS discontinued producing the replaced modules at the time of the claim.

10. Warranty Transfer

This warranty is transferable when the modules remains installed in its original location at the warranty registration.

11. Force Majeure

SIRIUS shall not be responsible or held liable in any way to the customer or any third-party arising from any non performance or delay in performance of any term and condition of sale, including this "Limited Warranty for PV Modules", due to acts divine, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, hail or any other similar causes or circumstances beyond the reasonable control of SIRIUS. In such cases, SIRIUS performance of this Limited Warranty shall be suspended without liability for the period of delay reasonable attributable to such causes.

12. Validity

This "Limited Power Warranty for PV Modules" will become null and void if the module is transferred from the original continent of destination (e.g. North America). All customers, direct and indirect, are hereby notified of such potential nullification.

13. Contact

Please contact SIRIUS customer service department if you have any problem with the modules, quality or performance.

info@siriuspv.com