

# dpSun Photovoltaic Modules Warranty Terms

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Made in EU

## 1. LIMITED PRODUCT WARRANTY: TEN (10) YEAR REPAIR, REPLACEMENT OR REFUND REMEDY

dpSun 24 Holborn Viaduct, EC1A 2BN, London United Kingdom (dpSun), warrants that for twelve (12) years from the date of delivery its Photovoltaic modules (PV modules) shall be free from defects in materials and workmanship under normal application, installation, and use and service conditions. If the PV modules fail to conform to this warranty, then for a period ending twelve (12) years from date of delivery to the original end-customer (the Customer), dpSun will, at its option, either repair or replace the product, or refund the purchase price as paid by the Customer. The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the *Limited Product Warranty* and shall not be extended beyond the twelve (12) year period set forth herein. This *Limited Product Warranty* does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (Limited Power Warranty).

## 2. LIMITED POWER WARRANTY

dpSun additionally warrants: if, within ten (10) years from date of delivery to the Customer any PV modules exhibit a power output less than 90% of the Minimum Peak Power as specified at the date of delivery in dpSun Product datasheet, provided that such loss in power is determined by dpSun (at its sole and absolute discretion) to be due to defects in material or workmanship, dpSun will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules, at the option of dpSun. Minimum Peak Power, if not expressed directly in dpSun Product Datasheet, is defined as Nominal Power minus Power Tolerance.

dpSun additionally warrants: if, within twenty five (25) years from date of delivery to the Customer any PV modules exhibit a power output less than 80% of the Minimum Peak Power as specified at the date of

delivery in dpSun Product datasheet, provided that such loss in power is determined by dpSun (at its sole and absolute discretion) to be due to defects in material or workmanship, dpSun will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules, at the option of dpSun. Minimum Peak Power, if not expressed directly in dpSun Product Datasheet, is defined as Nominal Power minus Power Tolerance.

## 3. EXCLUSIONS AND LIMITATIONS

Warranty claims must in any event be filed within the applicable Warranty period.

Warranty claims may only be made by, or on the behalf of, the original end customer or a person to whom title has been transferred for the PV modules.

The Limited Warranties do not apply to any of the following:

PV modules which in dpSun absolute judgment have been subjected to: misuse, abuse, neglect or accident; alteration, improper installation, application or removal (including but not limited to installation, application or removal by any party other than dpSun authorized dealer; non-observance of dpSun installation manual, users and/or maintenance instructions; repair or modifications by someone other than an approved service technician of dpSun; power failure surges, lighting, flood, fire, accidental breakage or other events outside dpSun control).

Cosmetic defects originating from normal wear and tear of PV module materials while in use.

PV modules installed in locations, which in dpSun absolute judgment may be subject to direct contact with salt water.

The Limited Warranties do not cover any transportation costs for return of the PV modules, or for reshipment of any repaired or replaced PV modules, or cost associated with installation, removal or reinstallation of the PV modules.

When used on a mobile platform of any type, the Limited Power Warranty, applying to any of the PV modules shall be limited to twelve (12) years as per provisions of clause 1.3.2 hereof.

Warranty claims will not apply if the type or serial number of the PV modules is altered, removed or made illegible.

#### **4. LIMITATION OF WARRANTY SCOPE**

Subject to the limitations under applicable law, the limited warranties 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 or application, and all other obligations or liabilities on the part of dpSun, unless such other warranties, obligations or liabilities are expressly agreed to in writing signed and approved by dpSun. dpSun 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 product, including, without limitation, any defects in the module, or from use or installation. Under no circumstances shall dpSun be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded.

dpSun aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price paid to dpSun by the Customer, for the unit of product or service furnished or to be furnished, as the case may be, which gave rise to the warranty claim.

In jurisdiction not allowing limitations on implied warranties or the exclusion of damages, the above limitations or exclusions may not be applicable.

#### **5. OBTAINING WARRANTY PERFORMANCE**

If you feel you have a justified claim covered by this Limited Warranty, immediately notify the (a) Installer, who sold the PV-modules,

or (b) any authorized dpSun distributor, of the claim in writing, or (c) send such notification to dpSun directly. In addition, please enclose evidence of the date of delivery of the PV module. If applicable, your installer or distributor will give advice on handling the claim. If further assistance is required, please write to dpSun for instructions. The return of any PV modules will not be accepted unless prior written authorization has been given by dpSun.