



## LIMITED WARRANTY FOR CRYSTALLINE PV MODULES



## Statement

*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.*

## LIMITED WARRANTY FOR CRYSTALLINE PV MODULES

JINNENG Clean Energy Technology Limited (hereafter referred to as the “Jinergy”) provides a limited warranty to the original purchasers of the modules and their legal successors with respect to the crystalline silicon photovoltaic modules sold by JINNENG Technology pursuant to the signed purchase agreement, as described below:

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### 1. Limited Product Warranty – FifteenYear Repair, Replacement Remedy

Jinergy warrants its Crystalline photovoltaic solar modules (hereafter referred to as “modules”), including factory-assembled DC connectors and cables, if any, to be free from defects in materials and workmanship under normal application, conditions, use, installation, and maintenance, within a period of 180 months (Each model module in Table 1 applies) from warranty start date (warranty start date: (1) The date of delivery of the product ownership (the date of receiving the product); or (2) three(3) months after delivery by Jinergy to the Buyer, whichever date is earlier.

If a module is found defective in material or workmanship, Jinergy will, at its sole discretion, repair or replace the module, within the above specified period according to the type of defect.

The options to repair or replace defective modules, are the only and exclusive remedies



guaranteed under this Limited Warranty for Crystalline PV Modules and shall not extend beyond the period of 180 months (Each model module in Table 1 applies) set forth here. Remedies will be performed directly to the customer only. This Limited Warranty for Crystalline PV Modules does not warrant a specific power output, which shall be exclusively covered under Clause 2 hereinafter (“Limited Peak Power Warranty– Limited Remedy”).

Tab 1

Cell size $\geq$ 166mm			
JNMN108-XXX	JNMN144-XXX	JNBN108-XXX	JNBN144-XXX
JNBN96-XXX	JNBN132-XXX	\	\
"XXX" in each model represents the power in the relevant product specifications			

## 2. Limited Peak Power Warranty – Limited Remedy

Depending on the specific product, Jinery provides the following power output loss guarantee for 25 or 30 years from the date of the products delivery. The calculation of power output loss is based on a comparison between the minimum "module nominal power under standard test conditions (STC)" specified on the module nameplate (referred to as nominal power) and the actual module power for each model module in table 1

### (1) For modules with type in Tab 1

A. High Efficiency N-TOPCon Single glass & Dual glass Solar Module: (i) degradation in the first year shall not exceed 1.0%, (ii) the average annual degradation from the 2nd year to the 30th year shall not exceed 0.4%. The output power of the module shall not be



less than 87.4% of the nominal power in the 30th year.

Provided that power loss exceeding the guaranteed value, which is determined by Jinergy (at its sole and absolute discretion) to be due to defects in material or workmanship, is eligible for claim under this Limited Warranty for Crystalline PV Modules. Jinergy will replace such loss in power by either providing additional modules to the customer to make up for such loss in power, or by repairing or replacing the defective modules at the discretion of Jinergy. The remedies set forth in this Clause 2 shall be the sole and exclusive remedies provided under the “Limited Peak Power Warranty – Limited Remedy”.

Note: STC, defined as: (a) light spectrum of AM 1.5, (b) an irradiation of 1000 W /m<sup>2</sup> and (c) a cell temperature of 25 degrees Celsius at right angle irradiation.

When measuring the output power of modules, test uncertainty should be considered according to IEC 60904.

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### 3. Warranty Exclusions and Limitations

A. In any event, all warranty requirements must be filed in accordance with the instructions outlined in Clause 4 of this Limited Warranty for Crystalline PV Modules, within the applicable warranty period.

B. The Limited Warranty for Crystalline PV Modules does not apply to any modules which have been subjected to:

- Misuse, abuse, neglect or accident;
- Alteration, disassembled, reinstallation, and/or improper installation or application;



- Moving or reinstalling the Modules in a location other than the original installation location;
- Obtaining the product from any unauthorized source (including, but not limited to, unauthorized dealers, illegal channels, products that are intended to be used for warranty acts, non-genuine and counterfeit products, etc.);
- Non-observance of Jinergy 's installation and maintenance instructions
- Repair or modifications by persons that have not been previously authorized or approved by Jinergy;
- Failures caused by surrounding equipment of the module;
- Use under unusual conditions or environments that deviate from the product specifications and installation manual;
- Use for purposes unrelated to the generation of solar power;
- Connection with any other manufacturer's PV modules, or Jinergy modules that are a different model or have different power output specifications;
- Defects occurring during transportation or storage after the modules have been delivered to the customer;
- Naturally occurring scratches, stains, mechanical wear, rust, degradation, discoloring, or other alteration occurring after the shipment from Jinergy that have no effect on the power generation performance or mechanical strength of the module
- Power failure surges, flood, fire, accidental breakage or other events caused by force of nature, force majeure, or other unforeseeable circumstances outside the range of influence of Jinergy.



- Jinery and its authorized distribution channels have not yet received payment (whether in whole or in part) for the goods due from the customer or end user;
- The customer or end user has infringed the intellectual property rights (including but not limited to patents, trademarks, etc.) of Jinery or other third parties in the course of using the products.

C. The Limited Warranty for Crystalline PV Modules does not cover any transportation charges, customs clearance or any other costs for return of the modules, for reshipment of any repaired or replaced modules, or costs associated with installation, removal or reinstallation of the modules.

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

E. Jinery 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 modules, including, without limitation, any defects in the modules, or from use or installation. Under no circumstances shall Jinery be liable for incidental, consequential, loss of use, loss of profits, loss of revenues, loss of production or special damages. Jinery's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value against the affected modules as paid for by the customer.

F. Additional products supplied by Jinery for warranty purposes may not be used for any purpose other than warranty purposes.

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#### 4. Obtaining Warranty Performance





A. Warranty requirements should be sent to (a) the dealer who sold the modules, or (b) the authorized Jinergy distributor who sold the modules, or (c) Jinergy at the address above.

(a) Manufacturer's contact details

Name : JINNENG Clean Energy Technology Ltd. (JINERGY)

Address : No.1 Jinneng Road, Wenshui Economic Development Zone, Shanxi Province,  
China

E-mail : [info@jinergy.com](mailto:info@jinergy.com)

Phone number : 03543012555

Web address : <https://en.jinergy.com/>

(b) Importer 's contact details

Name : Sunnygene Power Pty Ltd

Address : 2/60 Kirkham Road West, Keysborough VIC 3173

E-mail : [tony\\_zhang@sunnygene.com.au](mailto:tony_zhang@sunnygene.com.au)

Phone number : 0385639615

Web address: [sunnygene.com.au](http://sunnygene.com.au)

B. Warranty requirements must be sent by registered mail or courier or E-mail. The contents must include the serial number of the defective module(s), accompanied by a copy of the relevant invoice and purchase contract, and must state, "We hereby accept, and agree to, the choice of law, the choice of an expert appraiser and the choice of arbitration as set out in Clause 6 of your Limited Warranty for Crystalline PV Modules." Together with the notification, the customer should enclose evidence of the date of sale on which the modules were purchased as well as evidentiary documents or information requested by Jinergy in



connection with the warranty claim. Requirement that do not meet the notification deadline of Clause 4, Section C will not be processed.

C. Any Warranty requirements under this limited warranty shall be forfeited if (a) the customer does not notify Jineryg or their distributors of such requirements in writing in accordance with Clause 4 paragraph A within twenty (20) days after discovering or after the customer should have discovered, the defect requirement under warranty; or (b) the customer does not commence court or arbitration action within six (6) months after proper notification of the Warranty requirements.

D. Jineryg reserves the right to deliver another type of module (different in size, form, color, shape and/or power) to replace the requirement one if it is no longer in production when the warranty requirement is received.

E. The repair, replacement, or additional delivery of a module neither renews nor extends the period of the warranty.

F. Any claimed/defective product that has been replaced by Jineryg shall become the property of Jineryg. The claimed/defective product shall be returned or otherwise disposed of in accordance with the instructions of Jineryg and at the customer's expense and shall not be reworked, resold or reused. Where appropriate, the customer's dealer or distributor will provide advice on handling warranty claims. If further assistance is required, the customer is requested to make the request in writing to Jineryg. Any requests for return of Modules will not be accepted unless pre-approved by Jineryg.

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## 5. Severability





If a part, provision or clause of this Limited Warranty for Crystalline PV 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 Crystalline PV Modules, and to this end such other parts, provisions, clauses or applications of this Limited Warranty for Crystalline PV Modules shall be treated as severable.

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#### 6. Transferability

Notwithstanding any provision of this Limited Warranty to the contrary, this Limited Warranty is a separate and exclusive customer remedy with no third party beneficiaries. This Limited Warranty is assignable to a third party organization or individual upon receipt by Jinergy of full payment for the goods and written notice thereof. The assignment of the Limited Warranty shall be in whole and not in part. At Jinergy's request, the acknowledged transferee of the Limited Warranty shall sign an acknowledgement of acceptance of the Limited Warranty, and the transfer of the Limited Warranty shall be effective only while the Module remains in its original location.

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#### 7. Disputes

In the case of a dispute in a warranty requirements, a first-class international institute designated by Jinergy such as Fraunhofer ISE or TÜV shall be involved to judge the related content. All fees and expenses shall be borne by the losing party, unless otherwise awarded. If the third party is unable to make a judgment, all costs and expenses shall be borne by the claimant.



The final right of interpretation shall be borne by Jinergy.

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