

# GAIN SOLAR GREEN BUILDING MATERIALS

## Limited Warranty<sup>®</sup>



BAODING JIASHENG PHOTOVOLTAIC TECHNOLOGY Co.,LTD.

(Hereby "GAIN SOLAR") provides the following Limited Product Warranty and Limited Power Warranty (collectively, the "Limited Warranty") with respect to its photovoltaic module products ("PV Modules" or "Modules"), subject to the conditions, exclusions and limitations set forth below.

### 1. LIMITED PRODUCT WARRANTY

Gain Solar warrants to the purchaser (the "Customer") that green building materials shall be free from defects in materials and workmanship under normal application, use and service conditions during a period of fifteen (15) years, beginning on the earlier of: i) the date such green building materials were purchased; or ii) one (1) year anniversary from the production date (the "Warranty Start Date"). If a green building materials fails to conform to this Limited Product Warranty during this fifteen-year period, Gain Solar will, at its reasonable option, either (a) repair or replace the defective green building materials or parts without any charges, or (b) refund to the Customer at the current comparable market price of such green building materials, at the Customer's claim.

This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under the Limited Power Warranty below.

### 2. LIMITED POWER WARRANTY

#### A. Limited 30-Year linear Power Warranty:

Gain Solar further guarantees that within the thirty (30) years from the start of the warranty period, the power attenuation in the first year shall not exceed 1.0% of the nominal output power on the original label of the module, and the annual power attenuation thereafter shall not exceed 0.37% of the nominal output power on the original label. In the first thirty (30) years, the power attenuation shall not exceed 12% of the lowest nominal output power on the original label of the product. And this power drop below the expected power value is caused by defects in materials or workmanship under normal application, use and service conditions. Gain Solar will provide the following compensation for such power drop:

(a) repair or replace the defective PV Module or parts without any charges;

(b) Provide the customer with another piece of PV Module material or a PV Module material equivalent to a certain installed capacity as long as the customer is able to install another PV Module material, and compensate for the power reduction so that the output power reaches or exceeds the expected specified power corresponding to that year;

or (c) refund the difference between the actual power output of the PV Module and the value in Power Output Schedule, based on the comparable current market price at the Customer's claim.

#### B. Test Condition

For purposes of determining green building materials power output, measurements shall be based on, or normalized to, standard test conditions of 1000W/m<sup>2</sup> irradiance, 25° C cell temperature, and AM 1.5 light spectrum. Measurements shall be made in accordance with IEC 60904, and shall account for measurement system error in accordance with EN 50380. Moreover, using the similar calibration green building materials as the type used by Gain Solar to calibrate the sun simulator possible, and conducting the power output test in well-known third party lab possible as well. In the meanwhile, recording the Electroluminescence cell debris detection image before the transportation and testing of the sample. The selection of the sample and third party lab shall be determined by both parties to avoid any possible disputes afterwards.

\*Warranty start date: For direct purchases without a distribution, the warranty start date shall be based on the contract agreement or the date stated in the initial invoice issued by Gain Solar; for resale or long-term storage, Gain Solar will default to a certain grace period before the PV Modules are installed, but no later than one year after the factory date stated in Gain Solar's inventory records.

From the warranty start date	Estimated lowest performance value
0	100.00%
1	99.00%
2	98.63%
3	98.26%
4	97.89%
5	97.52%
6	97.15%
7	96.78%
8	96.41%
9	96.04%
10	95.67%
11	95.30%
12	94.93%
13	94.56%
14	94.19%
15	93.82%
16	93.45%
17	93.08%
18	92.71%
19	92.34%
20	91.97%
21	91.60%
22	91.23%
23	90.86%
24	90.49%
25	90.12%
26	89.75%
27	89.38%
28	89.01%
29	88.64%
30	88.27%

### 3. GENEAL CONDITIONS, EXCLUSIONS AND LIMITATIONS

A. In no event shall the warranty period of any implied warranties be beyond the applicable warranty period identified in sections 1 or 2, above. Some countries, states or jurisdictions may not recognize limitations on warranty periods, so the above limitation may not apply to you. This warranty gives you specific legal rights as a Customer, and it will not prevent you from having additional rights based on laws, which may vary from jurisdiction to jurisdiction. Neither seller of the green building materials nor any other person is authorized to make any warranties other than those set forth herein, or to extend the warranty periods set forth above, on behalf of Gain Solar.

B. Claims under the Limited Warranty must be filed within the applicable warranty period for the Limited Warranty to be valid. The sales receipt from the first Customer purchase, or other reasonable documentary proof, is required in order to establish the Warranty Start Date.

C. The Limited Warranty is offered only to the original Customer and any person to whom the title(s) of the green building materials(s) was transferred, provided that the green building materials remain installed at the site where they were originally installed, (each, a "Claimant").

# GAIN SOLAR PV MODULE

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D.The beneficiary of the Limited Warranty is the owner of the green building materials(s), which could be either the first-hand purchaser, which means the original customer, or the final owner after transfers. It is to say that the Limited Warranty concerns directly with the green building materials(s), which can be transferred and then automatically gained without connection with the ownership of the power station where the green building materials are installed or the transfer of the green building materials. The Limited Warranty shall not revoke any indirect product liability and other cooperating obligations during the sub purchasing process.

E.THE LIMITED WARRANTY SHALL NOT APPLY TO THE FOLLOWING SCENARIOS:

- The green building materials(s) has been alternated, repaired or modified without the expressed, prior written consent of Gain Solar.
- The green building materials(s) has been relocated at a new site, other than the original installation site.
- Non-compliance with the Gain Solar' s Installation and User Manual.
- Misuse, abuse, neglect, or accident in storage, transportation, handling, installation, application, use or service.
- Electrical surges, lightning, flood, fire, vandalism, tampering, accidental breakage, green building materials discoloration, or other events reasonably beyond Gain Solar' s control.
- Installation on mobile platforms or in a marine environment; direct contact with corrosive agents or salt water; pest damage; or malfunctioning system components and other operating conditions, which are not expressly allowed in the Installation and User Manual.
- Alteration, removal or obliteration of the original green building materials label.

In addition, the Limited Warranty does not cover cosmetic blemishes associated with installation, or the normal wear and tear of green building materials. Disputes on optical appearance difference of/between individual green building materials(s) during acceptance inspection period is not accepted by Gain Solar, and Gain Solar only provides reasonable exchange at cost of Customer in case that resale of replaced green building materials(s) with disputes is not affected by Customer.

F.The Limited Warranty does not cover green building materials installation and removal of defective green building materials, or re-installation of the repaired, replaced or additional green building materials, as well as the costs of any of the foregoing; and do not cover any other costs, lost profits or lost revenues associated with the performance or non-performance of defective green building materials; provided, however, that for the accepted warranty claims, Gain Solar shall be responsible for reasonable costs associated with transporting defective, repaired, replacement or additional green building materials from and back to Claimant.

G. Any additional green building materials provided, and any green building materials repaired or replaced, by Gain Solar under a warranty claim shall be covered by the same Limited Warranties and terms as the original green building materials purchased that were the subject of the claim; no warranty periods or terms shall be extended because of a warranty claim or remedy. Gain Solar shall make commercially reasonable efforts to replace defective green building materials with new or refurbished green building materials of the same or similar size and appearance, but reserves the right to deliver another green building materials type in the event that Gain Solar has discontinued production of the green building materials type that is the subject of the warranty claim provided, that such other green building materials type is compatible to the Customer' s System. Replaced green building materials and parts shall become the property of Gain Solar.

H.For EU: Notwithstanding anything to the contrary in this Limited Warranty, in the case that the green building materials are subject to the Undertaking Agreement (as defined below), any replacement of the green building materials due to warranty claims shall be subjected to the arrangements as stipulated in the Undertaking Agreement and/or other instructions enacted by European Commission. Gain Solar hereby reserves its right to determine in accordance with the requirements of the Undertaking Agreement whether to replace the defected green building materials or to refund the Customer an amount equal to the original price of defected green building materials. The "Undertaking Agreement" refers to (EU) Regulation No.423/2013 of 2 August 2013 "accepting an undertaking offered in connection with the anti-dumping proceeding concerning imports of crystalline silicon photovoltaic green building materials and key components (i.e. cells and wafers) originating in or consigned from the People' s Republic of China" which exempts importer from paying anti-dumping duty on condition that net selling price will not be lower than a certain minimum import price accompanied with other undertaking obligations.

## 4. OBTAINING WARRANTY SERVICE

To obtain warranty service, the Customer or other Claimants should promptly contact the seller from which they purchased the green building materials, who will then provide instructions and forms for filing the claim. If such seller no longer exists or cannot be reached, the Customer or other Claimant may contact Gain Solar directly as indicated through our website, [www.Gainsolar.com](http://www.Gainsolar.com). Gain Solar will not accept the return of alleged defective green building materials as well as payable logistics expenses. Unless prior written authorization has been provided by Gain Solar generally (e.g. replacement agreement or email commitment from Gain Solar). Unless otherwise indicated, green building materials that have been authorized for return by Gain Solar shall be shipped to a local Customer Service Center as designated by Gain Solar. Under the condition Gain picks up the replaced green building materials itself, the Customer shall properly pack and store the green building materials to be replaced. In the event that a claim is rejected by Gain Solar, the Claimant is entitled to challenge the results by appealing to an accredited testing laboratory. If there is any special agreement between Gain Solar and the Customer, the Customer shall explicitly inform Gain Solar and submit such agreement or evidence before applying the Limited Warranty Service.

## 5.EXCLUSIVE REMEDIES LIMITATION OF LIABILITY

The Limited Product and Limited Power Warranties set forth herein shall be the sole and exclusive warranties granted by Gain Solar, and shall be the sole and exclusive remedies available to the Customer or other Claimant for any breach of warranty, express or implied. Provision of remedies, in the manner and for the periods described herein, shall constitute all the liabilities and responsibilities of Gain Solar to the Customer and each other Claimant with respect to the green building materials. In no event will Gain Solar be liable for any consequential, incidental, special or punitive damages arising from or out of the green building materials or their installation, use, performance or non-performance, or any defect or breach of warranty, whether based on contract, warranty, negligence, strict liability, or any other theory. Damages for loss of use, loss of profits, loss of revenues and loss of production are specifically disclaimed. Some States or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Under no circumstances shall Gain Solar' s liability for nonconforming green building materials exceed the purchase price paid by the customer for the particular green building materials involved, plus reasonable transportation costs.

## 6. VALIDITY

This Limited Warranty applies to all green building materials from Gain after May 1th, 2024. The Chinese Limited Warranty shall only apply to green building materials sold inside China region and shall not apply to any green building materials resold outside China region, unless otherwise agreed by Gain .

## 7. MISCELLANEOUS

If any part or provision of this Gain Solar green building materials Limited Warranty, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect any other parts, provisions or applications of this Gain Solar green building materials Limited Warranty, which shall remain in full force. This Limited Warranty is available in multiple languages. If, for any reason, there is a conflict between the English-language version and any other version, the English-language version shall prevail.

## 8. Product model

JS35CB-10	JS80CB-26	JS220CB-56	JS335CB-108P
JS35CB-12	JS65CB-26	JS250CB-64	JS360CB-108P
JS80CB-22	JS100CB-28	JS225CB-72	JS400CB-108P
JS80CB-24	JS90CB-32	JS360CB-96	JS430CB-108P
JS95CB-24P	JS105CB-28	JS375CB-102	JS360CB-120

## 9. Supplemental Terms

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.

### Manufacturer

Baoding Jiasheng Photovoltaic Technology Co., Ltd.  
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Street 071000 Baoding, Hebei PEOPLE'S REPUBLIC OF CHINA  
Web address: [www.gainsolarbipv.com](http://www.gainsolarbipv.com)

### Importer

Company name: Lingyun Australia Pty Ltd.  
Business Registration Number (ABN) : ABN: 59 154 319 605  
corporation registration number (ACN) : 154 319 605  
Address : 1202, 9 Yarra Street, South Yarra VIC 3141  
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