

# LIMITED WARRANTY FOR APEX-A CRYSTALLINE SOLAR PHOTOVOLTAIC MODULES

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Apex Solar Energy Technology GmbH ("APEX") promises its solar photovoltaic single-glass modules (the "Modules") the following quality and performance assurance.

Apex Solar Energy Technology GmbH Standard PV Module Products covered under this warranty are:

Single-glass products: APEX-108H-\*\*\*M10, APEX-120H-\*\*\*M6, APEX-120H-\*\*\*M10, APEX-132H-\*\*\*M12, APEX-144H-\*\*\*M6, APEX-144H-\*\*\*M10, APEX-108H-N\*\*\*M10, APEX-120H-N\*\*\*M10, APEX-144H-N\*\*\*M10;

Dual-glass products: APEX-108HBD-\*\*\*M10, APEX-120HBD-\*\*\*M10, APEX-120HBD-\*\*\*M12, APEX-132HBD-\*\*\*M12, APEX-144HBD-\*\*\*M10, APEX-108HBD-N\*\*\*M10, APEX-120HBD-N\*\*\*M10, APEX-144HBD-N\*\*\*M10;

"\*\*\*" in the type replaces the rated output of the module (Pmax), for example "APEX-144H-N585M10".

For the standard solar module types listed above, warranty start date: from the date of sales (the modules need to be directly installed directly for the customer and not sold separately), or six months from the date that the module leaves the Apex Solar Energy production plant, whichever is the earliest date.

1. Product limited warranty can be repaired or replaced within 25 years

Apex Solar Energy guarantees that its overall modules (including the connectors and cables attached at the factory), within 300 months after the starting date of the warranty, the modules can meet the routine application, use, and installation, without defects due to materials and processes. If the module fails or fails to operate due to material or process defects within 300 months after the starting date of the warranty period, after the verification and confirmation of the testing organization, the remedial measures provided by Apex Solar Energy are limited to repair or replacement of the problematic module.

The remedy for repair or replacement is the only and non-other measure provided by this "Limited Warranty", which does not involve the power output guarantee of the module, which will be specifically described in

Part II, Peak Power Limited Warranty below.

## 2. Peak Power Finite Guarantee-Limited Compensation

Apex Solar Energy provides a power output loss guarantee from the starting date of the warranty, calculated according to the minimum "module nominal power under standard test conditions" (Nominal power) specified on the module nameplate and the module power of the actual module under the standard test conditions.

(1) PERC Mono Single-glass crystalline module: During the first year, APEX guarantees the actual power output of the module will be no less than 98.0% of the labeled power output. From year 2 to year 25, the actual annual power decline will be no more than 0.55%; by the end of year 25, the actual power output will be no less than 84.80 % of the labeled power output.

(2) PERC Mono Dual-glass crystalline module: During the first year, APEX guarantees the actual power output of the module will be no less than 98.0% of the labeled power output. From year 2 to year 30, the actual annual power decline will be no more than 0.45%; by the end of year 30, the actual power output will be no less than 84.95 % of the labeled power output

(3) N type TOPCon modules: During the first year, APEX guarantees the actual power output of the module will be no less than 99.0% of the labeled power output. From year 2 to year 30, the actual annual power decline will be no more than 0.4%; by the end of year 30, the actual power output will be no less than 87.4 % of the labeled power output.

During the power guarantee period from the starting date of the warranty, Apex Solar Energy guarantees that any one of the sold qualified modules meets the above power guarantee value. If there is any power loss beyond the guarantee value, and the cause of Apex Solar Energy solely can be attributed to Apex Solar Energy defects in materials or process, or further (under customer demand) is confirmed by a third party testing agency (jointly confirmed by the customer and Apex Solar Energy), Apex Solar Energy will give any relief measures in its own judgment.

- (1) Additional modules are provided to customers to compensate for the above power loss.
- (2) Repair or replace defective modules and provide free shipping services to the delivery site at the initial sale. The method of compensation proposed in the above is the only and non-other remedy provided in the "Peak Power Guarantee".

Note: If the customer finds that the defective module need to be returned before processing, the shipping cost shall be borne by the customer. After the confirmation of the third-party testing agency, it is the responsibility within the scope of Apex Solar Energy warranty, and the shipping cost can be paid according to the relevant

invoice certificate provided by the customer.

### 3. Additional Instructions

- (1) In the warranty (including limited product warranty and/or limited power warranty), any customer, in any case, the warranty requirements must be made within the effective warranty period;
- (2) The warranty conditions provide the customer with evidence to prove that the module has defects such as failure or inability to operate are not material or technological defects. For the sake of clarity, the following phenomena of the ex-factory modules are not deemed as defects. Including: scratches, smudges, mechanical wear, rust, module degradation, optical attenuation;
- (3) The warranty clause does not apply to the following condition A) Misuse, abuse, neglect or accident ; B) Improper installation and application; C) Not operated in accordance with the installation and maintenance instructions of Apex Solar Energy; D) Repair or alteration by non-Apex Solar Energy Technical Service personnel; E) power outage surge, lightning, flood, fire, accidental damage or other uncontrollable events of Apex Solar Energy;
- (4) Neither "Product Limited Quality Assurance" nor "Peak Power Limited Quality Assurance" is responsible for any shipping costs, customs clearance costs, and any other costs caused by module repair and reshipment of repaired or replaced modules, and are not liable for the costs associated with the installation, disassembly and re-installation of the photovoltaic modules;
- (5) If the type and serial number of the module have been changed, erased or illegible, there is no Apex Solar Energy written authorization, quality assurance requirements will not be accept;
- (6) This "LIMITED WARRANTY FOR APEX-A CRYSTALLINE SOLAR PHOTOVOLTAIC MODULES" expressly replaces and sends all other clear or default guarantees, including, but not limited to, commercial guarantees, and has its particularity for special uses, uses or applications. At the same time, all the remaining responsibilities and obligations of Apex Solar Energy are replaced and excluded, unless Apex Solar Energy clearly agrees and signs approving these responsibilities and obligations in writing. Apex Solar Energy is not liable for any personal and property damage, to the product, including product defects and use, and for any other loss caused by the installation of the product. In any case, Apex Solar Energy is not responsible for incidental or incidental and other special damages, regardless of how these damages occur;
- (7) In any case, Apex Solar Energy shall not be liable for incidental, indirect, punitive or consequential or other special damages, expenses (including but not limited to earnings, profits, corporate losses or other losses or injuries), even if Apex Solar Energy has been informed that there is the possibility of

such damages or expenses. Apex Solar Energy if bear damage or other liability to customers, Its cumulative liability shall not exceed the invoice value of the defective module paid by the customer.

#### 4. Obtain warranty

- (1) If consumers think that their warranty requirements comply with the provisions of this " LIMITED WARRANTY FOR APEX-A CRYSTALLINE SOLAR PHOTOVOLTAIC MODULES", please immediately send the written notice or email to Apex Solar Energy, accompanied with the serial number of the corresponding modules and the clearly recognizable invoice for purchase, with the purchase date, purchase price and type of modules. If there is the seal or signature of Apex Solar Energy or its distributor, it should also be submitted as the initial supporting documents.
- (2) If the product is found to be defective after confirmation by Apex Solar Energy or an independent testing agency (the testing agency has been selected and confirmed by both Apex Solar Energy and the customer in advance) found to be defective and needs to be returned to Apex Solar Energy for repair or replacement, Apex Solar Energy will provide the customers with a "Customer Complaint and Feedback Form" to fill in. If there is no customer complaint feedback form, any returned pv module Apex Solar Energy will refuse to receive it. Based on the product linear warranty and linear maximum power warranty, any returned modules, repaired or replaced modules incurred by the reshipment of the cost, only after the approval of the customer service department of Apex Solar Energy, Apex Solar Energy can reimburse the customer in line with the customary and reasonable transportation costs.
- (3) The repaired, replaced or added products shall not generate a new warranty period, and the warranty period in this "LIMITED WARRANTY FOR APEX-A CRYSTALLINE SOLAR PHOTOVOLTAIC MODULES" shall not be extended, and the replacement problem products shall be owned by Apex Solar Energy.
- (4) If Apex Solar Energy has ceased producing the corresponding module type, Apex Solar Energy has the right to replace the problem product with a different module type (different size, color, shape, and / or power).

#### 5. Warranty Agreement Transfer

This warranty applies to the original end user can be transferred by the direct customer to any assignee and continues for the remaining warranty period of this limited warranty ,provided that relevant product is still installed in the location specified in the warranty.

#### 6. Abeyance

If a part, provision or clause of the "LIMITED WARRANTY FOR APEX-A CRYSTALLINE SOLAR PHOTOVOLTAIC MODULES", or any application of the individual or environment there in is placed as invalid, useless, or unenforceable, which will not affect the other parts, provisions, or clauses of the "LIMITED WARRANTY FOR APEX-A CRYSTALLINE SOLAR PHOTOVOLTAIC MODULES" ,and Stripping away from other parts, provision or clauses. Therefore, other parts, provision or clauses of the "LIMITED WARRANTY FOR APEX-A CRYSTALLINE SOLAR PHOTOVOLTAIC MODULES" should be treated differently.

#### 7. Dispute:

If there is a dispute in the handling of quality assurance requirements, it must be entrusted to invite a world-class testing organization with testing qualifications, such as TÜV UL or Intertek, to conduct the final certification based on the unanimous approval of both parties. All costs will be borne by the party claiming this certification. Unless otherwise agreed upon in a ruling.

If there is any further dispute, the dispute resolution specified in the Master Sales Contract will be followed. This warranty is only part of the content and ultimately subject to the scope of application of the Master Sales Contract agreed by both parties.

#### 8. Force majeure

Due to force majeure events, such as natural disasters (fire, flood, snowstorm, hurricane, earthquake), the change of public policy, war, riots, strikes, and unable to obtain appropriate and adequate labor, materials and other Apex Solar Energy unforeseen ran uncontrollable events such as the cause of any failure to perform or delay the terms of sale, Apex Solar Energy will not be liable to the customer or any third party.

#### 9. Notice

"Peak power" refers to the peak watt power generated by the photovoltaic module at the maximum power point under standard test conditions. The term "STC" " means as follows:

- (a) Spectra of the AM 1.5
- (b) Light intensity irradiation volume at 1,000 W/m<sup>2</sup>
- (c) Module temperature of 25 ° C at a vertical exposure angle

The data shall be measured at the junction box terminal in accordance with the effective Apex Solar energy calibration standards and test standards in accordance with IEC61215 and IEC61730. The calibration standards

for Apex Solar Energy shall meet the standards used by international agencies authorized to conduct the test.