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## Limited Warranty for PV Modules

**GS PV HOLDINGS GROUP** warrants its Modules' performance starting from the date of sale to the first customer installing (for their own use) the Modules ("Customer") or starting at the latest 6 months after Modules dispatch from the GSPV factory, whichever occurs earlier (the "Warranty Start Date").

Meanwhile,This warranty is provided in addition to other rights and remedies held by a consumer at law. Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement of refund for a major failure and for compensation for any other reasonable 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."

### **1. .Limited Product Warranty – Twelve Year Repair or Replacement**

GSPV warrants that the Modules are free from defects, if any, in materials and workmanship under normal application, use, installation and service conditions for a period of one hundred and forty four (144) months from the Warranty Start Date. If Modules malfunction or become inoperative due to defect in material or workmanship during the period of one hundred and forty four (144) months from the Warranty Start Date, as proved by an independent testing agency that will be selected and confirmed by GSPV and Customer in advance, GSPV will, at its sole option, either repair or replace the malfunctioning or inoperative Modules. The repair or replacement remedy shall be the sole and exclusive remedy provided under this Limited Product Warranty and shall not extend beyond the period set forth herein. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under the Section 2 hereinafter ("Limited Peak Power Warranty").



## **2. Limited Peak Power Warranty– Limited Remedy**

### **12 years**

Provided that, within a period of twelve (12) years from the Warranty Start Date, any Module exhibits a power output less than 90% of the nominal power as documented in GSPV product datasheet, and such loss in power is determined by GSPV, at its sole discretion, to be due to the Modules' defects in material or workmanship attributed to GSPV and so proven by an independent testing agency who will be selected and confirmed by GSPV and Customer in advance, GSPV will, at its sole option and discretion, either (1) make up such loss in power by providing to Customer additional Modules; or (2) repair or replace the defective Modules including free shipping to the place supplied by GSPV.

### **25 years**

Provided that, within a period of twenty-five (25) years from the Warranty Start Date, any Module exhibits a power output less than 80% of the nominal power as documented in GSPV product datasheet, and such loss in power is determined by GSPV, at its sole discretion, to be due to the Modules' defects in material or workmanship attributed to GSPV and so proven by an independent testing agency who will be selected and confirmed by GSPV and Customer in advance, GSPV will, at its sole option and discretion, either (1) make up such loss in power by providing to the end-user Customer additional Modules; or (2) repair or replace the defective Modules including free shipping to the place applied by GSPV.

The remedies set forth in Section 2 are the sole and exclusive remedies provided under the Limited Peak Power Warranty.

## **3. Exclusions and Limitations**

(a) Warranty claims, in any event, shall be filed in writing to GSPV or its authorized distributors within the applicable warranty period and not beyond the last day of the applicable period of time as stated above.

(b)The Limited Product Warranty and Limited Peak Power Warranty shall not apply to the Modules which have been subject to:

- Misuse, abuse, neglect, vandalism or accident;
- Alteration, improper installation or application;  
Repair or modifications that do not strictly follow the manufacturer's instructions; Non-observance of GSPV's maintenance instructions;



- Power failure, electrical spikes or surges, lightning, flood, fire, accidental breakage or other events outside GSPV's control.

(c) The Limited Product Warranty and Limited Peak Power Warranty do not cover any costs associated with installation, removal or re-installation of the PV-modules and (except as explicitly set forth in the last paragraph of the Section 5) customs clearance or any other costs for return of the Modules.

(d) Warranty claims will not be honored if the type or serial number of GSPV Modules have been altered, removed or made illegible without written authorization from GSPV.

#### **4. .Limitation of Warranty Scope**

This Warranty as set forth herein is expressly in lieu of and excludes 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 GSPV, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by GSPV. GSPV 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 Modules or from use or installation. Under no circumstances shall GSPV be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. GSPV's 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.

#### **5. .Obtaining Warranty Performance**

If the Customer has a justified claim covered by this Warranty, an immediate notification directly to GSPV shall be made by mailing a registered letter in writing to the address of GSPV listed hereunder, or, sending an email letter to the email account of GSPV 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. An invoice with clear indication of the purchase date, purchase price, module type, stamp or signature of GSPV or its distributors should also be submitted as part of the evidence.



If the Modules will be returned to GSPV for inspection, repair or replacement by GSPV, GSPV will give the Customer a Return Merchandise Authorization (RMA). However, GSPV will not accept a return of any Modules without an RMA. In connection with both the Limited Product Warranty and Limited Peak Power Warranty, GSPV shall reimburse customer for reasonable, customary and documented transportation charges by sea freight for both the return of the Modules and reshipment of any repaired or replaced Modules, only if this cost is authorized by GSPV's Customer Service Department.

## **6. Transferability**

This warranty is extended to the original end-user purchaser, and is also transferable to any subsequent owner of the location or holder of the product when Module(s) remain at their original installed location upon satisfactory proof of succession or assignment.

## **7. Severability**

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

## **8. Disputes**

In case of any discrepancy in a warranty-claim, a first-class international testing institute, like Fraunhofer ISE, TÜV Rheinland or Arizona State University, shall be enlisted to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by GSPV.

## **9. Various**

The repair or replacement of the Modules or the supply of additional Modules does not lead to a new commencement of warranty terms, nor shall the original terms of this Warranty be extended. Any replaced Modules shall become the property of GSPV. GSPV shall at its own options to deliver another type of PV Modules (different in size, color, shape, or power), either a new brand or the original one, in case that GSPV has discontinued producing the module in question at the time of the claim.



# GS PV HOLDINGS GROUP

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## 10. Force Majeure

GSPV shall not be in any way be responsible or liable to the Customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Warranty, due to fire, flood, blizzard, hurricane, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labor or materials and other events which are out of control of GSPV.

### NOTE:

“Peak Power” is the power in watt peak that a PV-module generates in its maximum power point under STC condition. ‘STC’ are as follows: (a) light spectrum of AM 1.5, (b) an irradiation of 1,000W/m<sup>2</sup> and (c) a cell temperature of 25 degree Centigrade at right angle irradiation. The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of GSPV valid at the date of manufacture of the PV-Modules. GSPV’s calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.

### **Above warranty would be guaranteed by Manufacturer :GSPV HOLDINGS GROUP**

Address:NO.28,changkang Road,wuhaoqiao industrial park.Mashan,wuxi,china.

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