

# 无锡埃孚悦新能源科技有限公司

## 有限质保书（双玻组件）

### Limited warranty (Double glass module)

无锡埃孚悦新能源科技有限公司（以下简称“无锡埃孚悦新能源”），承诺对其太阳能光伏电池 双玻 A 级组件（以下简称“组件”）提供如下质量性能保证。

Wuxi EVO New Energy Tech. Co., Ltd. (hereinafter referred to as "Wuxi EVOenergy") undertakes to provide the following quality and performance guarantees for its solar photovoltaic cell double glass class A module (hereinafter referred to as "Module").

质保起始日：销售之日起（组件需为客户直接安装，不另行销售），或者从组件离开无锡埃孚悦新能源生产工厂之日起六个月开始，两者均适用则采用最早的日期。

Warranty start date: From the date of sale (Module shall be installed directly for the customer, and will not be sold separately), or six months from the date when module leaves the production plant of Wuxi EVOenergy, whichever is applicable, the earliest date shall be adopted.

### 1.产品有限质量保证

#### 1. Limited product quality warranty

无锡埃孚悦新能源保证其组件，自质保起始日起后 10 年内，组件可以满足常规运用、使用、和安装，而不出现由于材料、工艺导致的缺陷。如果组件在质保起始日后的相应质保期限内由于材料、工艺导致的缺陷出现故障或者不能运行，在经过由无锡埃孚悦新能源与客户预先确定好的第三方独立测试机构的验证确认后，无锡埃孚悦新能源提供的补救措施仅限于维修或更换出现问题的组件。

维修或更换的补救措施是此“产品有限质量质保”提供的唯一和排他的措施。此“产品有限质量质保”并不涉及组件的功率输出保证，功率输出保证将在下面第二部分“峰值功率有限保证”进行专门的描述。

Wuxi EVOenergy guarantees that its modules can meet the requirements of routine application, use and installation within 10 years after the start date of the warranty, without defects caused by materials and processes. If the modules fail or cannot operate due to defects in materials and processes within the corresponding warranty period after the warranty start date, the remedial measures provided by Wuxi EVOenergy shall be limited to repair or replacement of the components with problems after verification and confirmation by the independent third-party testing agency determined in advance by Wuxi EVOenergy and the customer. The remedial measures for repair or replacement are the only and exclusive measures provided by this "Limited product quality warranty ". This "Limited product quality warranty " does not cover the power output warranty of the components, which will be specifically described in the second part " Limited peak power guarantee " below.

## 2.峰值功率有限保证

## 2. Limited peak power guarantee

无锡埃孚悦新能源提供一个自质保起始日起双玻组件 30 年内的功率输出损失保证。

Wuxi EVOenergy provides a guarantee of power output loss of double glass modules within 30 years from the start date of warranty.

(1) 交货组件功率的测量应该在标准测试条件下进行，标准测试条件是指

(a) 光谱调幅 AM1.5;

(b) 1000W/m<sup>2</sup> 照射;

(c) 以正确的角度照射，电池温度为 25 摄氏度。

组件测量根据 IEC61215 (等同 GB/T 9535) 标准进行测试，测试在接线盒终端，埃孚悦新能源的校准及测试标准在光伏组件的制造当日有效。埃孚悦新能源的校准标准与国际机构认可通过的标准相一致。

(1) The measurement of delivered module power shall be carried out under standard test conditions, which means

(a) Spectral amplitude modulation AM1.5;

(b) 1000W / m<sup>2</sup> irradiation;

(c) Irradiate at the right angle, and the cell temperature is 25°C.

Module measurement shall be carried out in accordance with IEC61215 (equivalent to GB/T 9535). The test shall be conducted at the terminal of junction box, and the calibration and test standards of Wuxi EVOenergy shall be valid on the manufacturing day of photovoltaic module. The calibration standards of Wuxi EVOenergy are consistent with those approved by international organizations.

(2) 买方必须保证对产品合适的搬运、系统设计、安装、使用、环境及维护。

(2) The buyer must ensure proper handling, system design, installation, use, environment and maintenance of the product.

(3) 峰值功率保证

常规单晶组件：质保起始日起的第一年内衰减在 3%以内，此后每年 0.5%以内，从质保开始日开始后第 30 年的功率输出效率不低于 82.5%

PERC 单晶组件：质保起始日起的第一年内衰减在 2.5%以内，此后每年 0.5%以内，从质保开始日开始后第 30 年的功率输出效率不低于 83%

N 型单晶组件：质保起始日起的第一年内衰减在 1%以内，此后每年 0.5%以内，从质保开始日开始后第 30 年的功率输出效率不低于 84.5%

多晶组件：质保起始日起的第一年内衰减在 2.5%以内，此后每年 0.5%以内，从质保开始日开始后第 30 年的功率输出效率不低于 83%

(3) Peak power guarantee

Conventional single crystal module: the attenuation is within 3% in the first year from

the warranty start date, and within 0.5% every year thereafter. The power output efficiency in the 30th year from the warranty start date is not less than 82.5%

PERC single crystal module: the attenuation is within 2.5% in the first year from the warranty start date, and within 0.5% every year thereafter. The power output efficiency in the 30th year from the warranty start date is not less than 83%

N-type single crystal module: the attenuation is within 1% in the first year from the warranty start date, and within 0.5% every year thereafter. The power output efficiency in the 30th year from the warranty start date is not less than 84.5%

Polycrystalline module: the attenuation is within 2.5% in the first year from the warranty start date, and within 0.5% every year thereafter. The power output efficiency in the 30th year from the warranty start date shall not be less than 83%

在自质保起始日起 30 年内，无锡埃孚悦新能源保证销售出去的任何一块合格组件功率满足 上述功率保证值，如果出现任何被无锡埃孚悦新能源证实的超出保证值的功率损失，并且无锡埃孚悦新能 源单方鉴定后判定功率损失的原因是由于可以归责于无锡埃孚悦新能源在材料或者工艺上缺陷造成的，或者进一步（如客户不认同无锡埃孚悦新能源的检测结论，并另行提起书面异议及申请第三方鉴定的情况下）由第三方测试机构（客户和无锡埃孚悦新能源共同确认选择的）予以确认，无锡埃孚悦新能源将自行判断选择以下任一救济措施，（1）提供给客户额外的组件以弥补上述功率的损失；或（2）维修或更换缺陷组件并提供至最初销售时的交货地点的免费运送服务。

Within 30 years from the start date of the warranty, Wuxi EVOenergy guarantees that the power of any qualified module sold meets the above power guarantee value. If there is any power loss beyond the guarantee value confirmed by Wuxi EVOenergy, and after the unilateral identification Wuxi EVOenergy determines that the cause of the power loss is due to the defects in materials or technology attributable to Wuxi EVOenergy, or Further (if the customer does not agree with the test conclusion of Wuxi EVOenergy, and raises a written objection and applies for the third-party identification), the third-party testing agency (the customer and Wuxi EVOenergy jointly confirm the selection) will confirm it, Wuxi EVOenergy will choose any of the following relief measures at its own discretion, (1) provide the customer with additional modules to make up for the loss of the above power; or (2) Repair or replace defective modules and provide free delivery to the delivery point at the time of initial sale.

在上述中所提出的补偿方式是“峰值功率有限保证”中所提供的唯一和排他性的救济方法。

The compensation method proposed in the above is the only and exclusive remedy provided in the "Limited peak power guarantee".

注意：假如客户发现缺陷组件在处理前需要预先退回，其运输费用由客户承担。经过无锡埃孚悦新能源 自身或第三方测试机构确认判定属于无锡埃孚悦新能源质保范围内的责任，合理运输费用可以依据客户提供的合法发票给予赔付。

**Note:** If the customer finds that the defective module needs to be returned in advance before handling, the transportation cost shall be borne by the customer. After confirmation of Wuxi EVOenergy itself or a third-party testing agency, if it is determined to be within the scope of Wuxi EVOenergy's warranty, the reasonable transportation cost can be compensated according to the legal invoice provided by the customer.

### 3.排除和限制条款

### 3. Exclusions and restrictions

(1) 在任何情况下，所有质保索赔均应在相应的保证期内书面提交至无锡埃孚悦新能源，不能超过保证期限。

(1) In any case, all warranty claims shall be submitted in writing to Wuxi EVOenergy within the corresponding warranty period, which shall not exceed the warranty period.

(2) “产品有限质量保证”以及“峰值功率有限保证”不适用于以下情况的组件：

- 错误使用、滥用、疏忽、故意破坏或意外事故；
- 擅自改造、安装不当或应用不当；
- 未严格遵守生产者指示的修复及修改；
- 未遵守埃孚悦新能源的维护说明；
- 电源故障、电源电涌、雷电、水灾、火灾、意外破损或者其他埃孚悦新能源不能控制的事件。

(2) “Limited product quality warranty” and “Limited peak power guarantee” do not apply to modules in the following conditions:

- Misuse, abuse, negligence, vandalism or accident;
- Unauthorized modification, improper installation or improper application;
- Repair and modification not in strict accordance with the manufacturer's instructions;
- Failure to follow the maintenance instructions of EVOenergy;
- Power failure, power supply surge, lightning, flood, fire, accidental damage or other events beyond the control of EVOenergy.

(3) “产品有限质量质保”以及“峰值功率有限保证”均不赔偿如下费用：与组件的安装、拆卸或重新安装（除了在第 5 部分的最后一段所明述的）的相关任何费用，退回组件时产生的清关或其他任何费用。

(3) Neither the “Limited product quality warranty” nor the “Limited peak power guarantee” shall be liable for any costs associated with the installation, removal or reinstallation of the components (other than those described in the last paragraph of Part 5), customs clearance or any other costs incurred in returning the components.

(4) 如组件的类型和序列号已经被更改、擦除或难以辨认，质保要求将不被受理

(4) If the type and serial number of components have been changed, erased or illegible, the warranty requirements will not be accepted

(5) 在有限质保期内的任何质量问题，买方需在发现问题后的 24 小时内以书面形式通知埃孚悦新能源，无锡埃孚悦新能源将会在接到买方的问题报告后，及时处理。

(5) In case of any quality problem within the limited warranty period, the buyer shall notify

Wuxi EVO energy in writing within 24 hours after finding the problem, and Wuxi EVO energy will handle it in time after receiving the buyer's problem report.

#### 4.质保范围限制

#### 4. Limitation of warranty scope

除非无锡埃孚悦新能源以书面的方式明确同意：签署并认可其他义务和责任，否则本有限质保书的保证条款明确代替，并排除其他所有其他明示或暗示的保证，包括但不限于对于商销性的保证、适用于特殊目的、特殊用途或应用的保证，以及其他无锡埃孚悦新能源承担的义务或责任。无锡埃孚悦新能源不对人身伤害或者财产损失承担责任，不对组件引起或组件相关的原因（包括但不限于组件的任何缺陷，使用和安装产生的任何缺陷）导致的其他损失或伤害承担责任。无锡埃孚悦新能源对于任何原因导致的附带性损害、衍生性损害或特别损害、其他直接或间接损害均不承担赔偿责任。因产品无法使用导致的损失；利润损失；生产损失；或者收入损失均在此予以明确排除。无锡埃孚悦新能源如果对客户承担赔偿责任，其累计的赔偿总额不超过客户支付的单块组件的发票价值。

Unless otherwise expressly agreed in writing by Wuxi EVOenergy: sign and accept other obligations and responsibilities, the warranty clauses of this Limited warranty expressly replace and exclude all other warranties, express or implied, including but not limited to the commercial Warranty, warranty applicable for special purpose, use or application, and other obligations or responsibilities undertaken by Wuxi EVOenergy. Wuxi EVOenergy shall not be liable for personal injury or property loss, and shall not be liable for other losses or injuries caused by or related to the modules (including but not limited to any defect of modules, any defect caused by use and installation). Wuxi EVOenergy shall not be liable for incidental, derivative or special damages, other direct or indirect damages caused by any reason. The loss, profit loss, production loss or income loss caused by the unavailability of the product are all clearly excluded here. If Wuxi EVOenergy undertakes compensation to the customer, the total amount of compensation shall not exceed the invoice value of the single module paid by the customer.

#### 5.质保的履行

#### 5. Performance of quality assurance

如果客户认为根据“产品质保”可以提出正当的质保要求，应立即以挂号信件的形式将书面通知寄送到下述的无锡埃孚悦新能源地址，或者发邮件到下述无锡埃孚悦新能源电子邮箱。客户应随通知附上质保证明，对应的组件序列号及购买时间。同时还应该提出能够清晰显示购买日期，购买价格，组件型号，无锡埃孚悦新能源的印章或签字的发票作为凭证。

If the customer thinks that it can put forward proper quality assurance requirements

according to "Product quality assurance", he shall immediately send a written notice in the form of registered letter to the following address of Wuxi EVOenergy, or send an email to the following email address of WuxiEVOenergy. The customer shall attach with the notice the warranty certificate, the corresponding module serial number and the purchase time. At the same time, it should also provide the invoice that can clearly show the purchase date, purchase price, component model, seal or signature of EVOenergy as the voucher.

如果组件要运回无锡埃孚悦新能源进行检测，维修或者更换，无锡埃孚悦新能源向客户提供产品退回授权书。在没有产品退回授权书的情况下，无锡埃孚悦新能源将不接受退回的组件。在客户服务部门批准的情况下，与“产品有限质量质保”以及“峰值功率有限保证”相关合理的、正常的和有文件证明的组件海运运输费用（含退回的费用以及维修、更换后的组件的再次运费费用）将由无锡埃孚悦新能源向客户进行补偿。

If the modules are to be returned to Wuxi EVOenergy for testing, repair or replacement, Wuxi EVOenergy shall provide the customer with the product return authorization. In the absence of a product return authorization, Wuxi EVOenergy will not accept returned modules. With the approval of the customer service department, the reasonable, normal and documented ocean transportation cost of components related to the "Limited product quality warranty" and "Limited peak power guarantee" (including the returned cost and the re-transportation cost of the repaired and replaced components) will be compensated by EVOenergy to the customer.

## 6. 质保的转让

## 6. Transfer of warranty

组件未安装使用、组件的原始安装位置未变动，并且必须保证对其合理的搬运、系统设计、安装、使用、维护及有适当的工作环境时，本质保方可转让。

Only when the modules are not installed and used, the original installation position of the modules is not changed, and the reasonable handling, system design, installation, use, maintenance and proper working environment of the modules must be guaranteed, can this quality assurance be transferred.

## 7. 条款的可分割性

## 7. Severability of terms

如果此“有限质量保证书”的某一部分、规定或条款、或其应用被认定为无效或不可执行，该认定将不会影响此“光伏组件有限质量保证书”的其他部分、规定或条款，被认定为无效或不可执行的部分、规定或条款从其他部分、规定或条款中剥离。

If a part, regulation or clause of this "Limited quality warranty" or its application is

deemed to be invalid or unenforceable, such determination will not affect other parts, regulations or clauses of this "limited quality warranty for PV Modules", and the part, regulation or clause deemed invalid or unenforceable will be stripped from other parts, regulations or clauses.

## 8. 争议

## 8. Disputes

如果在质保索赔上发生分歧，国内一流的测试机构如 Tüv, Intetec, UL, CQC 等可以被邀请参与裁定最终的索赔。所有的费用由败诉方承担，除非另有判决另有规定。埃孚悦新能源保留最终解释权。进一步的分歧解决要求按照预先签订的主要销售合同中规定的经过双方同意的可适用的司法管辖权来执行。

如对本有限质保其它语言版本存在争议，以中文版为准。

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In case of any disagreement on the warranty claim, domestic first-class testing institutions such as Tüv, Intetec, UL, CQC, etc. can be invited to participate in the determination of the final claim. All expenses shall be borne by the losing party, unless otherwise stipulated in the judgment. EVOenergy reserves the right of final interpretation. Further dispute resolution is required to be conducted in accordance with the applicable jurisdiction agreed by both parties in the pre signed main sales contract.

In case of any disputes on other language versions of this Limited warranty, the Chinese version shall prevail.

The final interpretation right of this Limited warranty belongs to Wuxi EVOenergy.

## 9. 变更

## 9. Change

组件的维修、更换或是提供额外组件的组件并不表示质保期限重新开始，此“产品质保”的原有期限不会重新计算延期。任何被更换后的组件均为埃孚悦新能源所有，并由其全权处理。如在索赔发生时无锡埃孚悦新能源已停止生产同问题组件相同型号的组件，无锡埃孚悦新能源可自行选择提供其他型号的组件（不同大小、颜色、形状或者功率不同）不论是新的品牌或原始品牌。

Repair or replacement of modules or providing additional components does not mean that the warranty period will be renewed, and the original period of this "Product warranty" will not be recalculated. Any replaced modules shall be owned by Wuxi EVOenergy and shall be fully handled by it. If, at the time of the claim, Wuxi EVOenergy has stopped manufacturing modules of the same type as the problem module, EVOenergy may, at its own option, provide modules of other types (different sizes, colors, shapes or power) whether new or original brand.

## 10. 不可抗力

### 10. Force majeure

对如因自然灾害、战争、骚乱、罢工、以及其他无锡埃孚悦新能源无法预见的不可控事件（包括但不限于任何组件产品销售或用户提出质保要求时，无从了解的技术、自然事件或自然条件）等引起的组件缺陷或功率衰减，无锡埃孚悦新能源对消费者和最终用户及任何第三方都不负任何责任。

For module defects or power attenuation caused by natural disasters, wars, riots, strikes, and other unforeseen and uncontrollable events (including but not limited to any technology, natural events or natural conditions unknown to Wuxi EVOenergy when any module product is sold or the user puts forward warranty requirements), Wuxi EVOenergy is not responsible for consumers, end users and any third parties.

## 11. 获得保修

### 11. Obtaining Warranty Performance

为了获得无锡埃孚悦新能源“有限保修”下的保修服务，客户应及时通知无锡埃孚悦新能源区域客户服务中心或其授权经销商。客户应在通知中附上索赔证据，包括但不限于缺陷描述、完整序列号和缺陷部件的图片、测试数据和商业发票副本。如果组件被无锡埃孚悦新能源退回进行检查、维修或更换，无锡埃孚悦新能源将向客户提供“退货授权 (RMA)”。无锡埃孚悦新能源不接受任何没有 RMA 的组件退货。

如果无锡埃孚悦新能源确定客户退回的组件没有缺陷或性能缺陷不在本“有限保修”范围内，则无锡埃孚悦新能源将把组件退还给客户，费用由客户承担，并且不再承担维修、更换的义务，或退款。此外，已发送给客户进行补偿的额外组件应属于无锡埃孚悦新能源的财产，并应退还或补偿给埃孚悦新能源。此保证是在消费者依法享有的其他权利和补救措施之外提供的。我们的商品附带澳大利亚消费者法规定的不能排除的保证。您有权因重大故障获得更换退款，并有权因任何其他合理可预见的损失或损害获得赔偿。如果货物质量不合格且不构成严重故障，您还有权要求修理或更换货物。

In order to obtain warranty service under the Wuxi EVO energy's "Limited Warranty",

customer should promptly notify Wuxi EVO energy's regional Customer Service Center or its authorized distributors. Together with the notification, the customer should enclose the evidence of the claim, including but not limited the description of the defects, pictures of the complete serial numbers and the defective parts, testing data and a copy of commercial invoice. Should the modules be returned for inspection, repair or replacement by Wuxi EVO energy, Wuxi EVO energy will provide the customer with a "Return Merchandise Authorization (RMA)". Wuxi EVO energy will not accept the return of any module without a RMA.



If Wuxi EVO energy determines that the returned modules by customer are not defective or that the performance deficits are not covered under this “Limited Warranty”, Wuxi EVO energy will return the modules to customer at customer’s expense and will have no further obligation for the repair, replacement, or refund. Further, the additional modules which have been sent to the customer for compensation shall be the property of Wuxi EVO energy and shall be returned or compensated to Wuxi EVO energy.

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 or 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.

Obtain Wuxi EVO Customer Service:

Wuxi EVO New Energy Tech. Co., Ltd.

No.206, Wencheng East Road, Siyang Economic  
Development Zone, Jiangsu Province, China

Tel:+86 18061047638

[www.evo-bipv.com](http://www.evo-bipv.com)

E-mail: [stevenzhang@bipv-solutions.com](mailto:stevenzhang@bipv-solutions.com)

Obtain importer Customer Service:

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T: +61 2 9699 3122

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Website address:

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