

LESSO 联塑班皓

中国联塑
股份代号：2128.HK



PHOTOVOLTAIC
MODULE

联塑班皓光伏组件

太阳能系列组件有限质保书（2022年7月12日版）

Limited Warranty for Photovoltaic Module (July 12, 2022 Version)

广东联塑班皓新能源科技集团有限公司（简称“联塑班皓”）根据2022年7月12日当日及此后交付的太阳能光伏组件（“光伏组件”/“产品”），联塑班皓将向购买方按照本《太阳能系列组件有限质保书》（以下简称“有限质保”）的规定提供产品质保。

Guangdong Lesso Banhao New Energy Technology Group Co., Ltd. ("Lesso Banhao") provides limited warranty set out below for the photovoltaic module ("PV Module" / "Product") delivered on or after July 12, 2022 to the Buyer pursuant to this Limited Warranty for Photovoltaic Module (hereinafter referred to as "Limited Warranty").

1、有限产品质保

1. Limited Product Warranty

联塑班皓保证其光伏组件，包括工厂装配的直流电连接器和电缆（若有），前述产品在常规应用、安装、使用和维护条件下，不存在材料和工艺上的缺陷。若光伏组件不符合本保证，在提单日期起一百四十四（144）个月内，联塑班皓有权自行选择维修、替换此产品，或按买方已付的购买价格退款。维修、更换或退款应为“有限产品质保”项下提供的唯一的、排他性的补救措施，并且不超过本文规定的一百四十四（144）个月的期限。本条的“有限产品质保”并不适用于特定的输出功率，而专门由以下第2条“有限功率质保”所规定。

Lesso Banhao warrants that its PV Module, including factory-assembled DC connector and cable (if any), is free from any defects in materials and workmanship under normal application, installation, usage and maintenance conditions. If PV Module fails to conform to this Limited Warranty within one hundred and forty-four (144) months since the date of the bill of lading ("B/L"), Lesso Banhao shall have the right to either repair or replace the Product at its own discretion, or refund the purchase price paid by the Buyer. Such repair, replacement or refund shall be the sole and exclusive remedy provided under this Limited Product Warranty and shall not extend beyond the period of one hundred and forty-four (144) months set forth herein. "Limited Product Warranty" as described under this clause shall not apply to specific output power, which shall be specifically elaborated in clause 2 "Limited Power Warranty" below.

2、有限功率质保

2. Limited Power Warranty

对其光伏组件(不包括逆变器/转换器)， 联塑班皓保证：

In respect of PV Module (excluding inverter/converter), Lesso Banhao warrants that:

从质保期起始日起组件输出功率损失与标准测试条件（STC）下的额定输出功率比例衰减变化如下：

From the Warranty Start Date, the ratio of output power loss to rated power under Standard Test Conditions (STC) for PV Module shall not exceed the following:

(A) PERC单晶单玻组件，自发货之日起的第一年衰减不超过2.0%，第2年至第25年间每年不超过0.55%，在25年功率保证期内最后一年功率不低于84.8%；

(A) For Mono PERC Module: 2.0% in the first year from the shipment date, and 0.55% each year thereafter from the 2nd to the 25th year of the warranty period; actual power output shall be not less than 84.8% of rating power by the end of the 25th year of the warranty period;

(B) PERC单晶双玻组件，自发货之日起的第一年衰减不超过2.0%，第2年至第30年间每年不超过0.45%，在30年功率保证期内最后一年功率不低于84.95%；

(B) For Bifacial Mono PERC Module: 2.0% in the first year from the shipment date, and 0.45% each year thereafter from the 2nd to the 30th year of the warranty period; actual power output shall be not less than 84.95% of rated power by the end of the 30th year of the warranty period;

(C) 质保起始日为提单日期；

(C) The Warranty Start Date shall be defined as the B/L date;

(D) “额定功率（PO_r）”是指在组件铭牌上以瓦为单位标识的组件功率，额定功率不包含组件实际存在的正公差。“实际输出功率”是指组件在标准测试条件下，在质保起始日的某时间点（t）排除误差后的峰值功率（PO_t）。“标准测试条件”是指：（a）光谱AM1.5，（b）辐射强度每平方米1000瓦，（c）直角辐射下电池温度25摄氏度，且测试需根据IEC61215。衰减率的计算公式为：

$$DR=100%-[PO_t / (PO_r)] \times 100\%$$

(D) "Rated power" (PO_r) means the power of PV Module indicated in its nameplate and expressed in watts, excluding the actual positive tolerance. "Actual output power" (PO_t) means the peak output power of PV Module at a time point (t) after the Warranty Start Date, under STC,

excluding error. "Standard Test Conditions" (STC) means: (a) AM 1.5 spectrum; (b) solar irradiation of 1000W per sqm; and (c) module temperature of 25 degrees Celsius at irradiation angle of 90 degrees, for IEC 61215 compliant testing. The degradation rate is calculated according to the following formula:

$$DR=100\%-[PO_t / (PO_r)]\times 100\%$$

(E) 在质保起始日起的有限功率保证期内，如果出现任何被卖方证实的超出保证值的功率损失的原因是由于卖方在材料或者工艺上缺陷造成的，或者进一步（买方要求的情况下）由买方与卖方共同确认选择的第三方测试机构予以确认，卖方可自行判断选择以下补救措施：（1）提供给买方额外的组件以弥补上述功率的损失；（2）维修或更换缺陷组件。

(E) Within the limited power warranty period from the Warranty Start Date, should any output power loss exceeding the warranted value, as verified by the Seller, is due to a defect in materials or workmanship of the Seller, or further confirmed by an independent test agency (if so requested by the Buyer), which is selected and confirmed mutually by the Buyer and the Seller, the Seller will, at its sole option and discretion choose the following remedial measures: (1) to make up for the power loss by providing the Buyer with additional PV Module; or (2) to repair or replace the defective PV Module.

3、例外和限制1

3. Exceptions and Limitations 1

(A)任何情况下，质保请求必须在保质期内提出。

(A) Warranty claims shall be filed within the warranty period in any case.

(B)任何电池组件的“有限产品质保”和“有限功率质保”并不适用于以下情况：

(B) In respect of any PV Module, the “Limited Product Warranty” and “Limited Power Warranty” shall not apply to the following situations:

- 使用不当、滥用、疏忽大意或事故；
- Misuse, abuse, negligence, or accident;
- 变更安装、不适当安装或运用；
- Modified installation, improper installation or application;
- 违反联塑班皓《用户安装和维护指南》；

- Violation of Lesso Banhao's *User Guide for Installation and Maintenance*;
- 由未经联塑班皓批准的技术服务人员修理或更换;
- Repair or replacement by technical service staff who have not been authorised by Lesso Banhao;
- 电源故障突变、闪电、洪水、火灾、意外破坏或其他联塑班皓无法控制的事件;
- Power failure, lightning, flood, fire, accidental damage or other events beyond Lesso Banhao's control;
- 产品的型号、铭牌或组件序列号被更改、擦除或无法辨认;
- Alteration, erasing or illegibility of the Product model, nameplate or module serial number;
- 其它经核实不属于卖方责任导致的损害情形。
- Other damages verified as not attributable to the Seller's liability.

(C) “有限产品质保”和“有限功率质保”并不包括任何退还电池组件发生的运输费用、清关费用或为退还组件发生的任何其他费用，以及任何被修理或替换的组件的再运输费用、以及其它与组件的安装、拆除或重新安装相关的费用。

(C) The Limited Product Warranty and Limited Power Warranty do not cover the transportation cost, customs clearance charges or any other expenses for return of PV Module, transportation cost for reshipment of any repaired or replaced module, as well as any costs associated with installation, removal or re-installation of module.

(D) 如果电池组件的序列号发生变更、移除或无法辨识，质保要求将不予受理。

(D) Warranty claims will not be accepted if the serial number of the PV Module has been altered, removed or made illegible.

(E) 如果联塑班皓未收到组件全款，则本《有限质保》任一条款均不适用，买方无权向卖方主张任何《有限质保》所列责任。

(E) If the full payment for the module has not been made to Lesso Banhao, nothing contained in this Limited Warranty will be applicable, and the Buyer has no right to claim liabilities listed herein against the Seller.

4、例外和限制2

4. Exceptions and Limitations 2

《有限质保》明确替代并排除了所有其他明示的或默示的担保（包括但不限于适销性担保，适用于特殊目的、用途或应用的担保），以及联塑班皓所有的其他义务或责任（除非联塑班皓以书面方式明确同意、签署并认可了其他的义务和责任）。联塑班皓有权根据下列情形免责或者不承担质保责任：

This Limited Warranty is expressly in lieu of and excludes all other express or implied warranties (including but not limited to, warranty of merchantability, and warranty of fitness for particular purpose, use, or application), and all other obligations or liabilities on the part of Lesso Banhao, unless such other obligations or liabilities are expressly agreed to in writing, signed and approved by Lesso Banhao. Lesso Banhao shall be exempted from or assume no warranty liability under any of the following circumstances:

(1) 联塑班皓不对组件等产品所引起的人身伤害或财产损害承担责任，亦不对由组件引起的或与组件相关的原因（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）造成的其他损失或伤害承担责任。

(1) Lesso Banhao shall not be liable for personal injury or property damage, or for other loss or injury resulting from any reason arising out of or related to the PV Module, including, without limitation, any defects in PV Module or from its use or installation.

(2) 任何情况下，联塑班皓不对任何原因引起的附随的、间接的或特殊的损失承担责任。

(2) In no event shall Lesso Banhao be liable for any consequential, indirect or special loss caused for any reason.

(3) 联塑班皓不对组件等产品所引起的买方（包括其客户或有关第三方）所产生的任何效用损失、生产损失、收益（包括预期收益）损失、利润损失、发电量损失、电费损失等承担责任。

(3) Lesso Banhao shall not be liable for any loss of utility, loss of production, loss of income (including expected income), loss of profit, loss of power generation or loss of electricity charges arising from PV Module or other products to the Buyer (including its customers or related third parties).

(4) 买方未到联塑班皓授权的服务店或者服务商进行维修保养的，则联塑班皓有权不再向买方提供任何质保服务及有关责任。

(4) Lesso Banhao will neither provide any quality warranty services nor be held responsible if the Buyer fails to maintain the PV Module at the authorized service outlets or providers of Lesso Banhao.

(5) 发电功率正常衰减的，不在质保范围之内。

(5) The normal degradation of output power shall not be covered by the warranty.

(6) 经过二次安装或多次安装的光伏组件不在质保范围之内。

(6) The PV Module which have been installed two or more times shall not be covered by the warranty.

(7) 质保期限届满，有关买方任何质保需求，均不在质保范围之内。如买方需卖方继续提供相应服务，则由卖方决定是否提供相应服务并根据当时市场行情收取有关服务费用。

(7) Upon expiry of the warranty period, the Buyer's warranty claims will not be accepted. The Seller may decide whether to continue to provide corresponding services if so requested by the Buyer, and make charges at the prevailing market price.

(8) 联塑班皓不对产品外观缺陷承担质保责任或其他责任，本条所述产品“外观缺陷”包括但不限于刮痕、污渍、机械磨损、锈斑、霉斑、玻璃破碎、电池片裂纹、色差等。

(8) Lesso Banhao shall assume no warranty liability or otherwise be held accountable for appearance defects of Product. For the purpose of this paragraph, "appearance defects" shall include but are not limited to scratch, stains, mechanical wear, rust, mold, glass breakage, photovoltaic cell crack, chromatic aberration, etc.

(9) 《有限质保》约定的其他联塑班皓免责或不承担质保责任的情形。

(9) Other circumstances as stipulated in this Limited Warranty where Lesso Banhao shall be exempted from or assume no warranty liability.

5、质保的履行

5. Performance of Warranty

如果买方认为根据《有限质保》可以提出正当质保要求，买方应就其索赔承担举证责任，立即直接以挂号信形式将书面通知寄送至联塑班皓的下述地址，或发送电子邮件到联塑班皓下列电子邮箱，该通知应包含以下信息：（a）索赔方；（b）详细情况描述；（c）证明材料，包括照片、数据；（d）组件序列号；（e）组件型号。

If the Buyer believes that a justified claim under this Limited Warranty could be made, the Buyer

shall bear the burden of proof, and shall promptly deliver a written notice, by registered post, to the address of Lesso Banhao set out below, or, send a notice via email to the email account of Lesso Banhao set out below. The notice shall specify: (a) the claimant; (b) detailed description of the situation; (c) evidentiary materials, including photos and data; (d) serial number of the PV Module; and (3) model of the PV Module.

在质保索赔中产生的任何双方不一致之处，应提交由国内外一流的检测机构，如TUV Rheinland、TUV SUD、广东质量研究院等或经联塑班皓认可的其他中立第三方检测机构进行鉴定，第三方检测机构用于本条所规定测试的测试设备的功率检测公差应在执行测试前以书面形式告知双方，且该检测公差应体现在独立检测机构出具的最终测试结论中。除非另有支付方，否则所有检测等费用均由败诉方（即测试结论对其不利的一方）承担。对此的最终解释权归联塑班皓。如果联塑班皓没有预先发出同意买方退回光伏组件的通知，退回的光伏组件将不会被接受。

Any difference arising between the two parties from a warranty claim shall be submitted to a best-in-class test agency in China or other countries for testing, such as TUV Rheinland, TUV SUD, Guangdong Testing Institute of Product Quality Supervision, or other independent third-party test agency recognized by Lesso Banhao. The power tolerance of the test equipment used by the third-party test agency for the testing specified herein shall be notified to the two parties in writing before such testing, and the power tolerance shall be reflected in the final result reported by the independent test agency. Unless otherwise paid by other parties, all testing expenses shall be met by the losing party (i.e. the party against whom the test results are unfavorable). Lesso Banhao shall have the right of final interpretation. Lesso Banhao will not accept the return of PV Module by the Buyer without a prior notice of consent being issued.

6、可分割性

6. Severability

如本《有限质保》的某部分、某项规定或某个条款，或其对某个人或环境的适用被认定为无效或不可执行，该认定将不影响《有限质保》的其他部分、规定、条款或其应用的效力，并且为此目的，该《有限质保》的其他部分、规定、条款或应用应被视为是可分割的。

If a section, provision or clause of this Limited Warranty, or its application to any person or circumstance, is adjudged invalid, void or unenforceable, such adjudgment shall not affect all other sections, provisions, clauses of this Limited Warranty or their applications, and for this purpose, they shall be deemed as severable.

7、其它

7. Miscellaneous

(1) 组件的维修、更换或提供额外的组件并不表示质保期限重新开始，此《有限质保》的原有期限也不应延期。任何被更换的组件均为联塑班皓的财产，并由其全权处置。在处理索赔过程中，如联塑班皓停止生产被更换组件型号的产品，其有权提供另一型号（尺寸、颜色、形状和/或功率不同）的组件。

(1) The repair or replacement of PV Module or the supply of additional PV Module does not result in the commencement of a new warranty period, nor shall the original warranty period of this “Limited Warranty” be extended. Any replaced PV Module shall be the property of Lesso Banhao and disposed of at its sole discretion. At the time of handling a claim, Lesso Banhao shall have the right to deliver PV Module of a different model (different in size, color, shape, or power) if it has discontinued producing the PV Module to be replaced.

(2) 如对本《有限质保》条款有异议，以联塑班皓最终解释为准。本《有限质保》所有条款的解释权归联塑班皓所有。

(2) In the event of any objection to the clauses of this Limited Warranty, Lesso Banhao shall have the right of final interpretation. It shall reserve the right of interpretation of all clauses hereof.

(3) 买方提出非质保范围内任何质保请求，则由卖方决定是否提供相应服务并根据当时市场行情收取有关物料、设备和服务等的费用。

(3) Upon any warranty claim made by the Buyer beyond the scope of warranty, the Seller may decide whether to provide the corresponding service, and charge the materials, equipment and service at the prevailing market prices.

8、质保的转让

8. Transferability of Warranty

光伏组件被转让所有权，如光伏组件仍然安装在原始的安装位置（即初次安装位置），质保服务自动随光伏组件所有权一并转让，但质保期不重新计算。

In case of transfer of ownership of the PV Module, if the PV Module is still installed at the original location (i.e., initial installation location), this Limited Warranty shall be automatically transferred with the ownership of the PV Module, but the warranty period shall not be re-calculated.

9、不可抗力

9. Force Majeure

如因自然力、战争、暴乱、罢工、战争状态、瘟疫或其他传染病、火灾、洪水或其他超出联塑班皓合理控制范围的原因或情况造成联塑班皓不履行、无法履行或延迟履行销售条款或条件（包括本《有限质保》）的，则联塑班皓不对买方或任何第三方承担任何继续履行义务及赔偿等责任，及有权决定本《有限质保》的中止/终止。

Lesso Banhao shall not be liable for continuing its performance of obligations and making compensation to the Buyer or any third-party due to any failure, non-performance or delay in performance of any sales terms and conditions (including this Limited Warranty), arising from natural force, war, riot, strike, state of war, epidemic or other infectious diseases, fire, flood or other causes or events beyond the reasonable control of Lesso Banhao. In such case, Lesso Banhao shall have the right to suspend or terminate this Limited Warranty.

9、语言

9. Language

本《有限质保》的中文及英文版本有任何分歧，概以中文阐述的内容为准。

In the event of any discrepancy between the Chinese and English versions of this Limited Warranty, the Chinese version shall prevail.

广东联塑班皓新能源科技集团有限公司

Guangdong Lesso Banhao New Energy Technology Group Co., Ltd.

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