



# JINKO LIMITED WARRANTY for Laminated Solar Photovoltaic Glass

VERSION: Rev. BIPVL20220315

Jinko Solar Import and Export Co., Ltd. (“**Jinko**”) generally provides the following Limited Product Warranty and Limited Power Warranty set forth herein to the original purchaser and its permitted successors and assigns (“**Customer**”) with respect to laminated solar photovoltaic glass (for use in buildings) sold by Jinko under purchase agreements signed on or after March 11, 2022 (“**Goods**”), subject to the terms and conditions herein (collectively, “**Limited Warranty**” or “**Warranties**”). Specifically, Goods in this Limited Warranty shall mean JKBF/IxxxM-XXXX-BDV and JKBF/IxxxN-XXXX-BDV. Jinko and Customer may hereinafter be referred to each as a “**Party**” and collectively as the “**Parties**”.

## 1. WARRANTY START DATE.

Subject to the exclusions set forth at Section 6, Jinko provides the Warranties set forth herein for the Goods commencing upon the earlier of (a) the date of delivery of the Goods to the original purchaser thereof or (b) the date which is one hundred and eight (180) days from the date the Goods was manufactured (“**Warranty Start Date**”).

## 2. LIMITED PRODUCT WARRANTY.

Beginning on the Warranty Start Date and terminating on that date which is sixty (60) months thereafter for JKBF/IxxxM-XXXX-BDV and JKBF/IxxxN-XXXX-BDV, Jinko warrants that the Goods shall be in accordance with local or national building codes or applicable national or industry standard for laminated solar photovoltaic glass for use in buildings in the location where the Goods installed and warrants that the Goods are free from other material defects in design, materials and workmanship that impair the performance of the Goods (“**Limited Product Warranty**”). Material defects shall not include normal wear and tear.

## 3. LIMITED POWER WARRANTY

Starting from the Warranty Start Date, Jinko warrants that the Degredation Rate of the power output of the Goods shall not exceed (i) ten percent (10%) of the minimum labeled power output in the first ten years, and (ii) twenty percent (20%) until that date which is twenty-five (25) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than



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eighty percent (80%) of the Nominal Power Output (“**Limited Power Warranty**”). Degredation rate shall be any positive amount calculated in accordance with the following formula, expressed as a percent:  $\text{Degredation Rate} = 1.00 - [\text{Actual Output}/\text{Nominal Power Output}]$ . “**Nominal Power Output**” means the original manufactured nameplate specification of the Goods, expressed in watts, as certified by Jinko and indicated on the Goods, excluding any specified positive tolerance. “**Actual Output**” means the power output of the Goods, expressed in watts, at watt peak that a Goods at a given point in time in a year after the Warranty Start Date in its ‘maximum power point’ under standard test conditions, corrected for any measurement uncertainty.

## 4. Claims

**4.1** Customer shall bear the burden of establishing a breach of Warranties hereunder. If Customer believes there has been a breach of the Limited Warranty, then Customer shall promptly, and not later than thirty (30) calendar days after knowledge thereof, provide notice to Jinko setting forth the following information related to the claim:

- (A) a claim form requested by Jinko;
- (B) the fully executed purchase agreements and invoices for the procurement of the Goods;
- (C) materials showing the Goods configuration details.

**4.2** Notwithstanding anything to the contrary herein, Jinko shall be entitled, at Jinko’s sole discretion upon written notice to Customer, to require that any breach of the Warranties alleged by Customer be reviewed by a neutral third party testing laboratory selected by Jinko and approved by Customer (“**Independent Testing Lab**”). However, Customer’s such approval shall not be unreasonably withheld or delayed. The testing criteria and method utilized by any Independent Testing Lab in this Section 4.2 shall be disclosed in writing to both Parties prior to performance of any such tests and shall be reflected in any final test results provided by the Independent Testing Lab. The determination by an Independent Testing Lab as to whether a breach has occurred shall be final and conclusive with respect to the matters covered by such determination.

## 5. Remedy



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**5.1** In Jinko's sole discretion, Jinko shall repair, replace or provide additional Goods for compensation. Additional, repaired or replacement Goods shall be delivered to the same destination and on the same INCOTERMS 2020 delivery basis that the original Goods causing breach of the Warranties was delivered under the purchase agreement to which this Limited Warranty applies. Jinko shall be solely responsible for all shipping costs incurred performing its additional supply, repair or obligations under this Section 5. Additional or replacement Goods shall be of the same type and physical form as the original one, and/or electrically compatible with the original one, and have an electrical output of not less than the warranted power output of the original Goods at the time of supply or replacement, based on the warranted degradation rates set forth at Section 3 hereto. Notwithstanding the foregoing, if Jinko no longer supplies Goods meeting the foregoing criteria, then additional or replacement Goods provided under this Section 5 shall be those Goods then supplied by Jinko most substantially meeting the foregoing criteria although the replaced Goods may be a different size, shape, color and/or capacity.

**5.2** Jinko's performance of any repair, replacement or additional supply pursuant to this Section 5.1 shall not lead to the suspension, renewal or extension of the term of the original Warranty.

## 6. EXCLUSIONS

This Limited Warranty does not apply to a defect or fault caused by one or more of these following conditions:

- (A) the defects of the Goods are beyond the requirements of appearance and dimensions, durability, and safety specified in the industry standard for the Goods described in Section 2;
- (B) altered, repaired or modified without the prior written consent of Jinko or otherwise inconsistent with Jinko's written instructions;
- (C) removed and re-installed at any location other than the physical location in which it was originally installed following purchase by Customer or receipt from Jinko as a replacement;
- (D) failed to install on a conventional, fixed and permanent commercial or industrial structure or other mobile platforms designated by Jinko;



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- (E) installed in any ways of failing to follow the instructions of Jinko's User and Installation Manual;
- (F) subject to misuse, abuse, neglect, or accident except as may be caused by Jinko in the course of storage, transportation, handling, installation, application, use or service;
- (G) the labels indicating the type or serial number have been altered, removed, defaced, demolished or otherwise rendered illegal or invalid;
- (H) suffering from any force majeure event, including but not limited to electrical surges, lightning, flood, fire, vandalism, tampering, accidental breakage, or other events beyond Jinko's control.

## 7. NOTICE

Any notice required or permitted under this Limited Warranty shall be in writing and deemed to be properly given by the sender and received by the addressee. Mailed notices and facsimile notices shall be addressed to the Jinko office located closest to the place of original installation, as identified at [www.jinkosolar.com/contact.html](http://www.jinkosolar.com/contact.html). Notices by email should be sent to [cs@jinkosolar.com](mailto:cs@jinkosolar.com). Customers shall promptly provide contact information upon request. For the avoidance of doubt, e-mail alone shall not constitute valid notice pursuant to this Section 7.

## 8. LIMITS OF LIABILITY

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LIMITED WARRANTY, EXCEPT AS EXPRESSLY PROVIDED HEREIN, JINKO MAKES NO WARRANTIES, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED, ARISING FROM OR RELATING TO THE PRODUCTS AND JINKO DISCLAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY LAW, INCLUDING IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE, ARISING FROM OR RELATING TO THE PRODUCTS. THE REMEDIES FOR BREACH OF THIS WARRANTY ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES ARISING FROM OR RELATING TO ANY BREACH OF THE WARRANTIES. IN NO EVENT SHALL JINKO BE RESPONSIBLE PURSUANT TO THIS WARRANTY FOR ANY PERFORMANCE ANALYSIS, INSPECTION,**



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**DIAGNOSIS, REMOVAL, CUSTOMS, IMPORT DUTIES, EXPORT DUTIES, TAXES, REINSTALLATION COSTS, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSSES OR DAMAGES CAUSED BY REASON OF LOSS OF USE, LOSS OF PROFITS OR REVENUE, INTEREST CHARGES (EXCEPT AS EXPRESSLY PROVIDED HEREIN), LOSS OF BONDING CAPACITY, COST OF CAPITAL OR CLAIMS OF CUSTOMER DAMAGES, WHETHER LIABILITY ARISES AS A RESULT OF BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY, BY OPERATION OF LAW OR IN ANY OTHER MANNER. EXCEPT AS SET OUT IN THIS LIMITED WARRANTY, JINKO 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 THIS LIMITED WARRANTY.**

## **9. ASSIGNMENT**

Notwithstanding anything to the contrary herein, this Limited Warranty is for the sole and exclusive benefit of Customers and there are no third party beneficiaries hereof; provided, however, subject to written notice to Jinko and Jinko's receipt of full and final payment for the Products, this entire Limited Warranty may be assigned in whole but not in part to any person or entity. Any permitted assignee of this Limited Warranty shall execute such agreements as may reasonably be requested by Jinko to confirm the applicability of any term hereof as a condition to assignment.

## **10. LAW AND FORUM**

Any dispute related to or arising out of this Limited Warranty, including without limitation any question regarding its existence, validity, breach, or termination, shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the purchase agreement between the original purchaser and Jinko. As a condition to any obligation of Jinko hereunder, Jinko may require any Customers seeking to enforce this Limited Warranty to



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execute such additional agreements as may reasonably be required to enforce the terms of this Section 10.

## 11. MERGER CLAUSE

This Limited Warranty sets forth the entire agreement and understanding of Jinko and the Customers relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

## 12. SEVERABILITY

If one or more provisions of this Limited Warranty are held to be unenforceable under applicable law, Jinko and the Customers agree to renegotiate such provision in good faith. In the event that the both Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Limited Warranty, (b) the balance of this Limited Warranty shall be interpreted as if such provision were so excluded and (c) the balance of this Limited Warranty shall be enforceable in accordance with its terms.

## 13. MISCELLANEOUS

The terms of this Limited Warranty are conditioned upon their incorporation in a contractual agreement between Jinko and Customer, and when incorporated to such contractual agreement, this Limited Warranty shall be subject to the terms thereof and subject to modification when incorporated therein. Jinko reserves the right to modify or update this Limited Warranty at any time, with or without notice.

**【End of Limited Warranty】**