

Perlight Solar Co., Ltd.
PLM-400OM2B-66 Warranty



Limited Warranty for Perlight PLM-400OM2B-66

Warranty Terms 2022

Perlight Solar Co., Ltd. (“Perlight”) warrants its Modules’ performance according to this warranty. The following family products apply to this Warranty:

PLM-400OM2B-66

1. Limited Product Warranty – Fifteen Years Repair, Replacement or Refund Remedy

Perlight Solar Co., Ltd. (Perlight Solar) warrants its Photovoltaic Solar Modules (MODULES), including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If MODULES fail to conform to this warranty, during the period ending Fifteen (15) years as stated in clause 2 from the date of sale as shown in the invoice to the first consumer customer of the Perlight Solar product (CUSTOMER), Perlight Solar will, at its option, either repair or replace the product, or refund the purchase price as paid by the CUSTOMER. The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the Fifteen (15) years period set forth herein. This does not include the removal, shipping or re-installation or any testing costs associated with or incurred by the customer. This extends to any loss of revenue caused by any faults. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (“Limited Peak Power Warranty”).

2. Limited Peak Power Warranty - Limited Remedy

Power Output Degradation shall not exceed 2% in the first year beginning from the Warranty Start Date, and an additional 0.55% each year thereafter from the beginning of the second year until that date which is twenty-five (25) years following the Warranty Start Date, at which time the Peak Power Output shall be not less than 84.8% of the Nominal Power Output.

The actual power output of the module shall be determined for verification using Standard Testing Conditions only. The actual power output measurement is either carried out by a Perlight Solar facility or by a Perlight Solar recognized 3rd party testing institute. Testing equipment tolerances will be applied to all actual power output measurements. And such loss in power is determined by Perlight, at its sole discretion, to be due to the Modules’ defects in material or workmanship attributed to Perlight, and Perlight will, at its sole option and discretion, either (1) make up such loss in power by providing to Customer additional Modules or provide an appropriate residual market value of the product(s) as compensation; or (2) repair or replace the defective Modules including free shipping to the place supplied by Perlight. This does not include the removal, shipping or re-installation or any testing costs associated with or incurred by the customer, this extends to any loss of revenue caused by any faults. The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the “Limited Peak Power Warranty”.

3. Exclusions and Limitations

- (1) In any event, all warranty claims must be filed within the applicable warranty period.
- (2) The “Limited Product Warranties” and the ‘Limited Peak Power Warranties’ do not apply to any MODULES which have been subjected to:
 - ✧ Misuse, abuse, neglect or accident;
 - ✧ Alteration, improper installation or application;
 - ✧ Non-observance of Perlight Solar’s installation and maintenance instructions;
 - ✧ Repair or modifications by someone other than an approved service technician of Perlight Solar;
 - ✧ Power failure surges, lightning, flood, fire, accidental breakage or other events outside Perlight Solar’s control.
- (3) Both, the “Limited Product Warranties” and “Limited Peak Power Warranties” do not cover any transportation charge, customs clearance or any other costs for return of the MODULES, or for reshipment of any repaired or replaced MODULES, or costs associated with installation, removal or reinstallation of the PV-modules.
- (4) Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed or made illegible.
- (5) In addition, the limited warranties do not apply to any cosmetic change in appearance stemming from the normal wear and tear over time of product materials. Any color change on module or any other changes on module appearance do not represent defects, insofar as the change in appearance does not stem from defects in material and/or workmanship, and does not cause degradation of functionality of the module, which are exempt from this warranty.

4. Limitation of Warranty Scope

These “Limited Warranties for PV Modules” as set forth herein are expressly in lieu of and exclude 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 Perlight Solar, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Perlight Solar. Perlight Solar 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 MODULE, or from use or installation. Under no circumstances shall Perlight Solar 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. Perlight Solar’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 MODULE.

5. Obtaining Warranty Performance

If the CUSTOMER feels a justified claim covered by this "Limited Warranties for PV Modules", an immediate notification directly to Perlight Solar shall be filed by mailing a [registered/certified] letter in writing to the address of Perlight Solar listed hereunder or, sending an email letter to the email account of Perlight Solar listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the invoice on which the MODULES have been purchased. An invoice with clear indication of the purchase date, purchase price, module type, stamp or signature of Perlight or its distributors should also be submitted as part of the evidence.

If the Modules will be returned to Perlight for inspection, repair or replacement by Perlight, Perlight will give the Customer a Return Merchandise Authorization (RMA). However, Perlight will not accept a return of any Modules without an RMA.

6. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test-institute negotiated by both parties, shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party, unless otherwise awarded. The final explanation right shall be borne by Perlight Solar. The applicable law for the product manufacturing countries related legal provisions. In the event of any understanding ambiguity, the Chinese shall prevail.

7. Various

The repair or replacement of the MODULES or the supply of additional MODULES, does not cause the beginning of new warranty terms, nor shall the original terms of this "Limited Warranty for PV-Modules" be extended. Any replaced MODULES shall become the property of Perlight Solar made for their disposal. Perlight Solar has the right to deliver another type (different in size, color, shape and/or power) in case Perlight Solar discontinued producing the replaced MODULES at the time of the claim.

8. Force Majeure

Perlight Solar shall not be responsible or liable in any way to the customer or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Warranty for PV Modules", due to acts of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of Perlight. In such cases, performance by Perlight of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

9. Validity

This "Limited Power Warranty for PV Modules" is valid for all MODULES dispatched between 1st January 2022 and 31st December 2022.

"Peak Power at STC" is the power in Watt peak that a PV-module generates in its Maximum Power Point. "STC" are as follows

- (a) A light spectrum of AM 1.5,
- (b) An irradiation of 1000W per m²,
- (c) A cell temperature of 25 degree centigrade at right angle irradiation. The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of Perlight Solar valid at the date of manufacture of the PV-modules.

NOTES:

"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/m² 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 Perlight valid at the date of manufacture of the PV-Modules. Perlight's calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.

Perlight Solar Co., Ltd. (Stamp) 

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