



**EIKO
POWER**

PRODUCT WARRANTY

PHOTOVOLTAIC MODULE

Limited Warranty

EIKO POWER SRL ("Eikopower") provides the following Limited Product Warranty and Limited Power Warranty (collectively, the "Limited Warranty") concerning certain types of its Topcon mono bifacial double-glass photovoltaic module products ("PV Modules"), subject to the conditions, exclusions and limitations set forth below.

Eikopower modules are supplied with a limited product and linear performance warranty.

Module series covered under this warranty are mentioned below:

TOPCON SERIE NORDIKA BIFACIAL

- 156 cells EPxxxM78-NT5-BF, xxx=580 to 615, in steps of 5
- 144 cells EPxxxM72-NT5-BF, xxx=535 to 590, in steps of 5
- 132 cells EPxxxM66-NT5-BF, xxx=490 to 540, in steps of 5
- 120 cells: EPxxxM60-NT5-BF, xxx=445 to 490, in steps of 5
- 108 cells: EPxxxM54-NT5-BF, xxx=400 to 440, in steps of 5
- 132 cells: EPxxxM66-NT6-BF, xxx=660 to 690, in steps of 5
- 120 cells: EPxxxM60-NT6-BF, xxx=600 to 625, in steps of 5
- 108 cells EPxXXM54-NT6-BF, xxx=410 to 440, in steps of 5
- 120 cells EPxxXM60-NT6-BF, xxx=455 to 490, in steps of 5
- 132 cells EPxxxM66-NT6-BF, xxx=510 to 540, in steps of 5
- 144 cells EPxxxM72-NT6-BF, xxx=545 to 590, in steps of 5
- 156 cells EPxxxM78-NT6-BF, xxx=595 to 640, in steps of 5
- 144 cells EPxxxM72-NT7-BF, xxx=600 to 640, in steps of 5
- 96 cells EPxXXM48-NT7-BF, xxx=420 to 450, in steps of 5
- 108 cells EPxxxM54-NT7-BF, xxx=470 to 505, in steps of 5
- 120cells EPxxxM60-NT7-BF, xxx=525 to 555, in steps of 5

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1. Thirty (30) Year Limited Product Warranty

Subject to the content of the exclusions below, Eikopower warrants to the original buyer ("Buyer") that the Photovoltaic modules ("PV modules"), including plant-assembled DC connectors and cables, shall be free from defects in materials and workmanship under normal application, installation, utilization, and service conditions as specified in Eikopower's standard product documents.

Eikopower guarantees that PV modules will maintain mechanical integrity and stability under the approved operational methods described in our installation manual. The glass of a PV module will maintain its integrity provided and there are no indications of localized impacts or external forces. Any damage caused by abrasion, improper installation methods, or animals is exempt from this warranty.

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Claims under the warranty can only be accepted if the Buyer can provide proof that the malfunctioning or non-conformity of a PV module results exclusively from defects in material or/and workmanship under normal application, installation, utilization, and service conditions as specified in Eikopower's standard product documents. Any color change or any other change in PV module appearance does not represent defects, insofar as the change in appearance does not stem from defects in materials or/and workmanship and does not cause degradation of function of a PV module.

If the PV modules fail to conform to this warranty Eikopower will, at its option, either repair or replace the product, or provide an appropriate residual market value of the product(s) as compensation. The repair, replacement, or refund remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under Clause 2 hereinafter (Limited Power Output Warranty).

2. Limited Power Output Warranty

Eikopower warrants that for thirty years commencing from the delivery warehouse of Eikopower, the loss of power output relating to the initial guaranteed power which is defined as Peak Power Watts $P_{max}(W_p)$ plus Peak Power Watts $P_{max}(W_p)$ multiplied by the lower limit of the Power Output Tolerance $P_{max}(\%)$ as specified in the relevant Product Datasheet and measured at Standard Test Conditions (STC[1]) on the relevant solar module minus 4% allowable range under standard test conditions (1000 W/m² irradiance, AM 1.5 spectral distribution, temperature $25\pm 2^\circ\text{C}$, hereinafter referred to as "STC"); for the Product(s) shall not exceed 1% in the first year; 0.4% each year thereafter until that date which is Thirty (30) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 87.40% of the Nominal Power Output.

- If PV Modules fail to conform to this warranty during the warranty period, Eikopower shall -
at its own discretion -
 - a) repair the Solar Module on-site at the End Customer's location,
 - b) repair the Solar Module Eikopower facility or that of a third party,
 - c) supply an additional Solar Module to the End Customer or
 - d) exchange the Solar Module with a replacement module. On receipt of a replacement module by the End Customer, the ownership of the original Solar Module is transferred to Eikopower.

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For replacement modules, the remaining Warranty Term of the relevant Solar Module applies exclusively. Insofar as the Solar Module originally supplied by Eikopower was not or is no longer manufactured in serial production, an equivalent module shall be supplied as a replacement or additional module.

- The client must at his own expense send the damaged solar module to Eikopower to the nearest warehouse in his city. You can find out the exact address by writing to us by mail at support@eikopower.com.
- Costs for measurements and for assessments by qualified experts (e.g. if Eikopower rejects a Warranty claim event or if the End Customer cannot conduct such measurements personally) must be coordinated and aligned with Eikopower before the End Customer incurs such costs, otherwise, these costs will not be covered by Eikopower.
- If the End Customer asserts a Warranty claim under these Warranty Conditions and it turns out that there is no valid Warranty claim event, Eikopower reserves the right to invoice the End Customer for any costs incurred for the provided Warranty services, provided that the End Customer knew or gross negligently did not know that no valid Warranty claim event was given.
- . If a Warranty service of Eikopower is unsuccessful, Eikopower is entitled to repeat the same form of Warranty service or to provide a different service, unless this is unreasonable for the End Customer.

3. Exclusions and limitations

In any event, all warranty claims must be presented within the corresponding warranty period for this warranty to be effective.

The "Limited Product Warranties" and the "Limited Peak Power Warranty" do not apply to any MODULES which have been subjected to:

- Misuse, abuse, neglect or accident;
- Alternation, improper installation or application;
- Non-observance of Eikopower's installation manual and maintenance instructions;
- Repair or modifications by someone other than an approved service technician of Eikopower;
- Installation in mobile units (except PV tracking system) such as vehicles, ships, or offshore structures;
- Power failure surges, lightning, flood, fire, accidental breakage, or other events beyond Eikopower's control;

EIKO POWER SRL

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- Instances in which the product's type, nameplate or module serial number is changed, erased, or made illegible.

The Limited Product Warranty and the Limited Peak Power Warranty do not cover costs associated with the installation, removal, or reinstallation of the PV modules (except as outlined in the last paragraph of Section 5); any transportation costs for return of the PV modules, or reshipment of any repaired or replaced PV modules.

4. Limitation of Warranty Scope

The limited warranties set forth herein are expressly instead 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 Eikopower unless such other warranties, obligations or liabilities are expressly agreed to in written signed by Eikopower.

Eikopower shall have no responsibility or liability whatsoever for damage or injury to persons or property, or other loss or injury resulting from any cause whatsoever arising out of or related to the product, including, without limitation, any defects in the modules, or from use or installation. Under no circumstances shall Eikopower be liable for incidental, consequential, or special damages, however caused. Loss of use, loss of profits, loss of production, and loss of revenues are therefore specifically but without limitation excluded.

Eikopower's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer, for the unit of product or service furnished or to be furnished, as the case may be, which is the subject of claim of dispute.

5. Obtaining Warranty Performance

If the customer feels a justified claim covered by this Limited Warranty for PV Modules, an immediate notification directly to Eikopower shall be filed by mailing to Registered/Certified Letter in writing to the address of Eikopower listed hereunder or by sending a message to the email account of Eikopower listed hereunder.

With the notification, the CUSTOMER should provide evidence of the claim with the corresponding serial number of the MODULES and the invoice on which the MODULES have been purchased. The return of any PV modules will not be accepted unless prior written authorization has been given by Eikopower. Under the Limited Product Warranty and the Limited Peak Power Warranty,

EIKO POWER SRL

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reasonable transportation fees shall be borne by Eikopower, which includes the return of modules, and the shipping of repaired or replaced modules; however, shipping fees must be documented by receipts, and also approved by Eikopower Customer Service.

6. Severability

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

7. Disputes

In case of any discrepancy in a warranty claim, a first-class international test institute shall be involved in judging the claim.

All the fees and expenses shall be borne by the losing party unless otherwise awarded. The final explanation shall be borne by Eikopower. You may enjoy the specific legal rights apart from the warranty, including the state laws.

The Limited Warranty does not impact any additional rights you enjoyed on trade. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the warranty provisions of such exclusion or limitation may not apply to you.

8. Various

The repair or replacement of the PV modules or the supply of additional PV modules, does not cause the beginning of new Warranty terms, nor shall the original terms of the Limited Warranty for PV Module be extended. Any replaced PV module shall become the property of Eikopower.

Eikopower has the right to deliver another type (different in size, color, shape, and/or power) in case Eikopower has discontinued producing the PV module in question at the time of the claim.

9. Warranty Transfer

This warranty is transferable when the products remain installed in the original location of the warranty registration.

EIKO POWER SRL

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10. Force Majeure

Eikopower shall not in anyway 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 the sales, including the Limited Warranty for PV Modules, due to acts of God, war, riots, strikes, unavailability of suitable and sufficient labor, materials, die or yield failures and any unforeseen event beyond its control.

In such cases, performance by Eikopower in this Limited Warranty shall be suspended without liability for the period of delay attributable to such cause.

Definition: "Peak Power" is the power in watt peak that a PV module generates at its maximum power point. 'STC' are as follows: (a) light spectrum of AM 1.5, (b) an irradiation of 1,000 W/m² (c) a cell temperature of 25 degrees Centigrade.

The measurements are carried out according to IEC61215/61730 as tested at the junction box terminals per the calibration and testing standards of Eikopower valid at the date of manufacture of the PV modules.

11. Contact

Please contact Eikopower's customer service department (support@eikopower.com) if you have any problem with the product, quality, or performance...At the time of filing the claim, please ensure that the applicant is the owner of the warranty right for the Products or has a valid authorization document issued by the owner of the warranty right for the Products.

It is the responsibility of the owner of the warranty right or its authorized representative to cooperate with Eikopower for signing the Warranty Solution Agreement.

The notice of a claim shall specify the claim along with written proof, including without limitation, for the purchase of the Products(eg. purchasing invoices indicating purchase date, products, serial numbers, etc.) and for the defect or malfunction of the products (eg. Materials related to transport, storage, installation, and operation, etc.).

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