

# SHUN HING ELECTRIC WORKS & ENGINEERING CO., LTD.

## 信興電工工程有限公司

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### Limited Warranty for Panasonic Photovoltaic Modules HIT™

Shun Hing Electric Works & Engineering Co., Ltd. (hereinafter referred to as "SH") provides the following limited warranty to purchasers of HIT Photovoltaic Modules (hereinafter, "Module(s)") with model numbers VBHNxxxSJ25 (xxx=235, 240, 245), VBHNxxxSJ47 (xxx=320, 325, 330), VBHNxxxSJ53 (xxx=320, 325, 330), in accordance with the terms and conditions set out below, and subject to the exclusions in Section 3 and Section 4.

A: This warranty is applicable to Module(s) installed in the Hong Kong Special Administrative Region (hereinafter, "HKSAR") and takes effect from the date of sale of the relevant Module(s) to the original end customer (hereinafter, "the End customer").

B: The rights granted by this warranty are in addition to any statutory or other legal rights granted or existing under laws of HKSAR in which Module(s) was purchased and those legal rights are not affected by this warranty.

#### SECTION 1 Warranty

A: Limited Warranty for Materials and Workmanship

SH warrants that for ten (10) years from the date of sale of the Module(s) to the End customer, under normal installation, use and service conditions:

- a) such Module(s) shall conform with the characteristics/performances set out in the product specification;
- b) save in respect of damage due to external impact or stress, the glass in the Module(s) shall remain free from defects; and
- c) such Module(s) shall remain free from defects (including in relation to the junction box and connector/cables)

If the Module(s) fails to conform to this warranty during the period specified in this paragraph and the defect is determined by SH (in its sole and absolute discretion) to be due to defects in materials or workmanship, SH will employ one of the following Limited Warranty Remedies as set forth under Section 2 below.



## B: Limited Warranty of Power Output

SH grants the power output will be no less than 97% of the designated Maximum Power (Pmax) stated in the product data sheet for the first year from date of purchase of the Module(s) by the Ultimate Customer and the power output degradation will be no more than 0.45% per year for the following 24 years, so that, at the end of 25th year, the power output will be at least 86.2% of Pmax. The power output values under this Limited Guarantee on Power Output shall be those measured under manufacturer's Standard Test Conditions (STC) as follows: (a) Irradiance 1000 W/m<sup>2</sup>, (b) Cell Temperature of 25°C, and (c) Air Mass of 1.5.

Upon receipt of a Power Output guarantee claim, SH or its designated representative shall conduct measurements under STC to determine the actual power output of the Module(s). SH measurement shall be the sole determination for purposes of guarantee settlement. If SH measures power output levels under the warranted output levels set out above, taking into account a  $\pm 3\%$  measurement tolerance range, and such power loss is the result of a module defect, as determined by SH in its sole and absolute discretion, SH will supplement the power output deficiency using one of the following Limited Guarantee Remedies as set forth under Section 2 below.

## **SECTION 2 Limited Remedy Conditions**

SH, at its sole discretion, will take one of following remedies

- a) SH will repair or replace the Module with new or refurbished Module.
- b) SH will provide additional new or refurbished Module to restore deficient output.
- c) SH will refund the Customer the original Module purchase price. Any refund may be pro-rated by the number of months from the date of original purchase by the Ultimate Customer and/or may be calculated based on the difference between actual power output (Module measured under STC) and minimal guaranteed output.

## **SECTION 3 General Conditions**

The following applies to the manufacturer's warranty in relation to Module(s):

- a) Claims under the warranty must be filed by the End customer within the applicable warranty period.
- b) The warranty does not cover the costs of any on-site labour and costs associated with the installation, removal, transportation, reinstallation of Module(s) or any components here off or service under this warranty. Furthermore, the warranty does not cover any cost for the measurement of the Module(s) for the purpose of output and quality confirmation.
- c) The warranty is valid for Module(s) acquired by End customers from authorized SH dealers only.
- d) Notwithstanding anything to the contrary in the terms and conditions of this warranty, the warranty provided herein shall apply only so long as the relevant Module(s) are owned by either (i) the first purchaser who has purchased the Module(s) for its, his, or her own use and not for purchases for resale or (ii) by purchasers of buildings on which the Module(s) was first installed.

- e) The total cost of parts and labour pursuant to paragraph (b) of this Section 3 shall not exceed the amount of sale price of Module(s).
- f) Damaged parts and Module(s) that have been replaced by SH will become the property of SH.
- g) The warranty in relation to the Module(s) shall not be replaced, varied or extended due to the repair or replacement of the Module(s) or if applicable, the supply of additional Module(s) pursuant to this warranty.
- h) Action arising out of the warranty may only be brought by the End customer within one year since the date on which the defect has arisen.

#### **SECTION 4 Warranty Exclusions and Limitations**

A: The warranty does not apply to any Module(s) if the defect is determined by SH to be a result of any of the following conditions:

- a) Improper use, installation, wiring, handling or maintenance.
- b) Module(s) installed in a location that exceeds Standard Operating Conditions which are set out in the Product Specification under the heading 'specification of photovoltaic module'.
- c) Damage from abuse, or alteration or improper repair by anyone other than SH.
- d) Improper storage or transportation prior to installation.
- e) Damage from external stress or falling rocks or debris that is not attributable to any defect in the Module(s)' materials or workmanship.
- f) Environmental pollution such as soot, salt damage or acid rain.
- g) Defects in the End customer's system or non-compatibility of the End customer's system equipment with the Module(s).
- h) Extreme natural conditions (earthquake, typhoon, tornado, volcanic activity, flooding, tsunami, lightning, heavy snow, hail etc.) or fire or other unforeseen circumstances that are beyond the control of SH.
- i) Terrorism, riots, wars or other man-made disasters.
- j) Problems with sound, vibration, rust, scratching, discoloration or stain of the Module(s)' appearance that are the result of aging or continuous use.

B: In respect of the warranty only, the warranty shall not apply to any Module(s) if

- a) the warranty card set out below in respect of the relevant Module(s) has not been signed and dated by the SH authorized dealer and provided to SH; or
- b) The type or serial number of the Module(s) has been altered, removed or made illegible.

C: Except for the expressed provisions in this warranty or any condition, warranty or right implied or imposed by the laws of HKSAR in which Module(s) was purchased which cannot be excluded by agreement:

- a) SH hereby expressly disclaims any and all other warranties, expressed or implied in relation to the

Module(s); and

b) in no event shall SH be liable for loss of profits, special, incidental, indirect or consequential damages suffered by the End customer in any way attributable to the Module(s).

D: Where the End customer is a natural person and if and to the extent required by applicable law, nothing in this warranty shall operate or shall be construed to operate so as to exclude or restrict the liability of SH for death or personal injury caused to the End customer by reason of the negligence of SH or its servants, employees or agents.

Subject to the provisions of the laws of HKSAR, SH liability for any breach of any implied or imposed guarantee, condition, warranty or right in connection with the supply of the Module(s) is limited to one of the Limited Warranty Remedies as set forth under Section 2.

## **SECTION 5    Obtaining Warranty Service**

If you feel you have a claim covered by the warranty set out in Section 1, you must immediately notify the SH authorized dealer from which you bought the Module(s) with the evidence of date of sale on which the Module(s) has been purchased or call SH for assistance in relation to your claim on (insert number). The SH authorized dealer will give you advice on handling the claim. The return of any Module(s) will not be accepted by SH unless prior written authorization has been given by SH.

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**“Panasonic” HIT™ 高效能太陽能板保用登記卡**  
**“Panasonic” Photovoltaic Modules HIT™ Warranty Registration Form**

直接用戶姓名:

**End Customer Name:** \_\_\_\_\_

電話號碼 :

**Tel. No. :** \_\_\_\_\_

傳真機號碼 :

**Fax No. :** \_\_\_\_\_

地址 :

**Address :** \_\_\_\_\_

電子郵址 :

**E-mail Address:** \_\_\_\_\_

模組型號 (數量) :

**Modules Model (Qty.) :** \_\_\_\_\_

購買價錢 :

(    ) **Purchase Price :** \_\_\_\_\_

經銷商號 :

**Dealer Name :** \_\_\_\_\_

購買日期 :

**Purchase Date :** \_\_\_\_\_

請於購買後十天內填妥此卡並寄回「信興機電工程有限公司」，否則可能會引起保修服務的延誤。

**Please send the completed warranty registration card to “Shun Hing Engineering Contracting Co., Ltd.” within 10 days after purchase, otherwise delay in warranty services may result.**

地址：香港新界葵涌勝耀街二號信興中心十六樓

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技術支援 **Technical Support.:** (852) 2116 8286

電郵 **E-mail.:** shecon@shunhinggroup.com