

Warranty on Tenka Solar brand

Photovoltaic Modules



TENKA
solar

T E N K A S O L A R . C O M



Tenka Group Holding PTE. LTD.

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Tenka Solar warranty on photovoltaic modules

This warranty refers to all Tenka Solar photovoltaic modules (the "Product/s") sold to a direct buyer ("Buyer/s" or "First Buyer/s"), for its own use, provided that the modules remain in the place of first installation and are not moved, re-installed or disassembled after the first installation. When the Products are not moved, re-installed or disassembled after the first installation, this warranty can be transferrable. The full list of Tenka Solar brand photovoltaic modules, for the purpose of this warranty, can be found in Tenka Solar website (www.tenkasolar.com).

1. Warranty on the Product

Tenka Solar guarantees that the photovoltaic modules sold to Buyers will have no defects in material workmanship materially resulting in impediments to the power generation of the Products for normal use, conditions and specifications, for its installation, operation and maintenance for a period of thirty (30) years from the Warranty Date, as defined at par. 3.

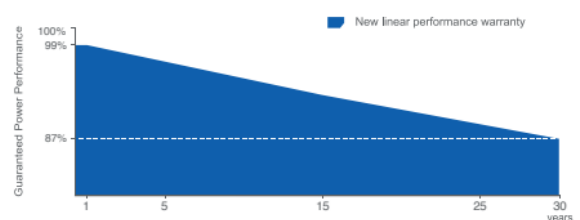
The warranty on the Products refers to the following components: frame, glass, cells, cables, switches, connection box and films. The warranty refers only to the operation of the aforementioned components, so that any changes in color, shape or appearance whatsoever (including, but not limited to, any scratches, stains, mechanical wear, rust, mold, deformation, discoloration or changes in color) do not constitute any defect or flaw in the context of the present product warranty. Damage to the Products due to external causes (meaning causes not attributable to the Product itself or its components) is not covered by the warranty.

If a Product, due to defects of one or more construction parts does not comply with the quality standard that guarantees the technical operation of the product for a period of thirty (30) years from delivery of the product, Tenka Solar will fulfil its warranty obligation by replacing the defective product with a similar product in perfect condition. In case the Buyer is aware or should have been aware of defects or potential defects that could be referred to material workmanship or manufacturing prior to installation of the Products and does not grant Tenka Solar the possibility to verify the potential defects and correct them (if within the perimeter of the warranty terms), the Buyer shall bear the additional costs incurred by correcting such defects after installation. Tenka Solar also reserves its possibility to cancel the warranty in case the Buyer cannot prove that the defects were not detectable before the installation of the Product.

Warranty limitations and exclusions as listed in subsequent paragraphs also apply.

2. Warranty on the performance

Given that the deterioration of performance of the Product is linear, the loss is of 1% after the first year and subsequently the loss is 0,40% for the remaining 29 years (see chart beside).



If (a) within a period of one (1) year from the warranty date the performance of the module would be less than 99% than the minimum specified on the Warranty date (nominal value according to the label on our product), or (b) within a period of thirty (30) years from the warranty date the performance of the module would be less than 87% than the minimum specified on the warranty date (nominal value according to the label on our product), provided that the limitations and exclusions to the warranty do not apply, the warranty procedure will be carried out as described in paragraph 5.

The loss of power should result from measurement carried out at Standard Test Conditions (STC: irradiation 1000w/m², temperature 25°C, AM 1.5). The testing must be performed either by Tenka Solar or by a third-party testing institute recognized by Tenka Solar and the Buyer.

3. Warranty date

Unless otherwise agreed between Tenka Solar and the First Buyer, the Warranty date is intended to be the date of delivery of the Products by Tenka Solar to the First Buyer.

4. Limitations and Exclusions to the warranty

This warranty does not apply to defects or power losses shown by Products in case of:

- Improper handling (including, but not limited, to packing and unpacking, loading and unloading, transportation, manual transportation or manipulation, storage, installation, use, utilization, operation or maintenance, etc.) of the Product, or handling of the Product without the necessary care and safety standards;
- Installation or handling of the Product, devices and system components such as diodes, cable attachment, curling etc. mounted on the Product made by personnel other than Tenka Solar personnel or by subcontractors identified or approved by Tenka Solar, or for other devices or for the type of installation of such devices;
- Handling, installation, operation and maintenance or any other interaction of sort with the Products by unskilled or untrained personnel, by personnel that is not qualified under the standards of the Country in which the Product is installed, or not in compliance with Tenka Installation and Operating guide or with the law of the Country in which the Product is installed;
- Defective wiring, installation and/or configuration of the Product and/or its individual components;
- Installation or operation of the Product in unfit environmental conditions or with inappropriate methods, which are not in compliance with the specifications of the Product, with Tenka Installation and Operating guide and by the operating instructions or the specifications on the nameplate;
- Utilization by the Buyer of any substandard, mismatched, inferior, uncertified or unqualified supporting (including, but not limited to, the clamps, brackets, etc.);
- Improper maintenance and inadequate testing, not carried out in compliance with Tenka Installation and Operating guide;
- Glass breakage due to external effects, flying objects or other external causes;
- Application, either permanent or temporary, of any substance or material in general (unless in compliance with Tenka Installation and Operating Guide) on the Product or use of any means of

- cleaning which is not in compliance with Tenka Installation and Operating Guide;
- Installation on mobile units (including, but not limited to, vehicles, ships, offshore structures, etc.) except for PV tracking systems;
 - Unauthorized modifications of the Products, or modifications carried out with parts/components not explicitly authorized by Tenka Solar;
 - Changes, removal, damage or any other act resulting in the name plate or serial number of the Product to be illegible;
 - Any event, act or situation whatsoever without Tenka control (including, but not limited to, theft, war, uprisings, riots, fire, flood, tsunami, hurricane, volcanic eruption, surface collapse, debris flow, lightning or lightning storm, earthquake, heavy snow, hailstorms, strong wind, etc.).

Tenka Solar has the exclusive right to appoint representatives for verification of the relevant circumstances. In any case, the Buyer acknowledges that the maximum aggregate liability for Tenka Solar for defective/non-performing Products under this policy amounts to the purchase price of the defective/non-performing Products. The Buyer acknowledges this limitation as an essential element of this warranty, as well as the impact of this limitation on the purchase price of the Products (which would be significantly higher).

5. Warranty Service

The terms of the warranty do not extend the warranty period that begins with the delivery of the goods of Tenka Solar to the first buyers.

The warranty only applies if the buyer shall promptly notify in writing to the appropriate seller or to Tenka Solar the defect/s and/or degradation/power loss, enclosing evidence of the original invoice or sales receipt indicating the date of delivery, the type of module and the serial number. The testing must be performed either by Tenka Solar or by a third-party testing institute recognized by Tenka Solar and the Buyer.

Notification to Tenka solar must be given via e-mail to: sales@tenkasolar.com

Communication to the relevant sales manager within Tenka Solar is encouraged in order to ensure swiftness of the communication.

As remedy to defects or power losses on eligible Products, Tenka Solar will, at its sole discretion and decision:

- Lay out a maintenance plan aimed at repairing the Product; or
- Provide additional Products in order to make up for the lower power of the Product; or
- Replace the defective/non-performing Products with substitutional Products; or
- Refund the value of the difference between the actual power and the warranty power (calculation based on the market price at the time of payout).

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In case of replacement of the Products, Tenka Solar reserves the right to provide different Products (in terms of model, size, shape, color and/or performance parameters) in case the ones to be substitute are discontinued or are, for any reason, unavailable. In case of repair or replacement of the Products, the warranty period of the repaired/replacement Products equals to the remaining warranty period of the original Products supplied by Tenka Solar to the Buyer.

In any case, Tenka Solar does not give consent to return any Product (defective or non-defective) without prior written authorization is provided by Tenka Solar itself. Without such authorization, any returned Product will not be accepted by Tenka Solar. During the warranty period, Tenka Solar shall bear the costs of the maintenance/repair of the Products, including the transportation costs for delivering the additional/replacement Products (excluding insurance, air freight, customs clearance, customs duties and other costs including, but not limited to, demurrages, port charges, port delays, storage charges, handling and logistics costs due to negligence of the buyer or the end customer/user of the Product. In case of repair and replacement of the Product, the costs for removal, handling, re-packing, reinstallation shall be borne by the Buyer. After the warranty period, all costs related to the repair or replacement of the Products shall be borne by the Buyer. This warranty excludes any further claims against Tenka Solar. In particular, Tenka Solar is not liable or responsible for indirect, consequential or incidental damages including, but not limited to, interruption or discontinuation of business, loss of revenues, profits or incentives, loss of power generation, etc. This exclusion is applicable to the extent that is permissible by the relevant local law.

6. Force majeure events

Tenka Solar shall not be held responsible or liable for any instance of non-performance or late performance in fulfilment of its eventual obligations (if any) resulting from this warranty in case such instances arise or derive from force majeure events (including, but not limited to, war, riots, strikes, shortages of materials, components or adequate labor, embargos, etc.) or in general from any event which was not in place nor could be reasonably understood at the date in which the Products are sold by Tenka Solar or at the date in which the notification of the claim under this warranty is received by Tenka Solar. When such events become of public domain, after having occurred, the Buyer of the defected Products or the Buyer who has initiated a claim is intended to be automatically aware of the occurrence of the force majeure event and of its consequences on the course of the claim under this warranty.

7. Validity

This warranty applies to Products delivered to Buyers by Tenka Solar from January 1, 2023. Until a new version is approved by Tenka Solar and published through Tenka Solar's website, this document remains valid. In any case, the content of this warranty document can change at any time, without any obligation to Tenka Solar to actively communicate such changes to Buyers.

8. Miscellaneous

Unless otherwise agreed with Tenka Solar, with an agreement to be formalized in writing, this warranty is the only existing explicit warranty on the Products sold and delivered by Tenka Solar to the Buyer.

Tenka Solar reserves the right of final interpretation of this warranty.

The content of this warranty document can change at any time, without any obligation to Tenka Solar to actively communicate such changes to Buyers. The latest version can be found on Tenka Solar website.



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Tenka Solar Group - 2023

