



# Limited Warranty Certificate for REC ScanModule AB/REC Modules Pte. Ltd.

## Product types

REC205AE, REC210AE, REC215AE, REC220AE, REC225AE, REC230AE, REC235AE, REC240AE, REC205AE(Q2), REC215AE(Q2), REC205PE, REC210PE, REC215PE, REC220PE, REC225PE, REC230PE, REC235PE, REC240PE, REC245PE, REC205(Q2), REC215PE (Q2), REC200JT, REC205JT, REC210JT, REC215JT, REC220JT, REC225JT, REC230JT and REC235JT

REC SCANMODULE AB or REC MODULES PTE. LTD., respectively, are producers of REC AE-Series and REC Peak Energy Series, REC JT-Series products of the product types listed above. For purposes of this limited warranty, REC SCANMODULE AB or REC MODULES PTE. LTD., as the case may be, is defined as the "WARRANTOR" for any product ("Product") on which it is identified as the producer of such Product.

This Limited Warranty ("Warranty") is valid in Singapore, Bangladesh, Thailand, Australia, Japan, Korea, India, China, New Zealand, Indonesia and Malaysia.

The Warranty is issued only to the end-user who first purchased the Product in one of the above mentioned countries and took the Product in use by installing it (the "Original End-User").

In addition to the rights under this Warranty, the Original End-User may be entitled to statutory rights (typically against the seller) under applicable national legislation, which are not limited or excluded by this Warranty.

### **I. Limited Product Warranty**

Warrantor warrants to the Original End-User that the Product is free from defects in materials and workmanship under normal use for a Warranty Period of either (i) 63 (sixty-three) months from the date of original purchase by the Original End-User (hereinafter "Date Of Original Purchase"), or (ii) 72 (seventy-two) months from the date of production of the Product (such date as identified on the Product) ("the Production Date"), whichever period is shorter. If such a defect affects the usability of the Product more than only immaterially, then Warrantor will, at its sole option:

- (a) repair the Product; or
- (b) replace the Product with an equivalent product; or
- (c) refund the Warrantor's factory gate price.

## **II. Limited Power Output Warranty**

Warrantor also warrants to the Original End-User that the Product is free from such defects in materials under normal use that results in the failure of the Product to produce the minimum power output specified in Warrantor's applicable written specifications, as follows: ten (10) year limited warranty of ninety percent (90%) power output; twenty-five (25) year limited warranty of eighty percent (80%) power output; both periods measured from the Production Date.

If Warrantor determines or the Original End-User proves, using standard test conditions, (i) that the Product is not providing the warranted percentage of its specified minimum power output, baseline being production flash test data -5% tolerance, during the term of the Warranty and (ii) that such loss in power is due to defects in materials under normal use, then REC will, at its sole option:

- (a) repair the Product; or
- (b) replace the Product with an equivalent product; or
- (c) provide additional component(s) to bring the aggregate power output to at least the warranted percentage of the specified minimum power output; or
- (d) refund the original purchase price, taking into account a yearly depreciation of four percentage points (4%) of the Warrantor's factory gate price, from the Production Date

## **III. Warranty Conditions, Limitations and Exclusions**

1. This Warranty is not transferable by the Original End-User, except to any subsequent owner of the solar power facility to which the Product was originally installed and remains installed, provided that this solar power facility has not been altered in any way or moved from the structure or property in which it was originally installed.
2. Notification of a claim hereunder must be given without undue delay after detection of the defect and prior to the expiration of the applicable Warranty period and in accordance with the Warranty Procedure as set out in section IV below.
3. REC is not responsible for and will not reimburse any on-site labor or other costs associated with the installation, removal, reinstallation, shipping or transportation of the Product or any components thereof for replacement or repair.
4. REC may, at its sole discretion, use new, remanufactured or refurbished parts or products when repairing or replacing the Product under this Warranty. Any exchanged or replaced parts or products will become the property of REC. The Warranty Period for any new, remanufactured or refurbished parts shall be regarded as commencing at the Production Date.
5. This Warranty does not apply to damage, malfunction, power output or service failures which have been caused by: (a) repair, modifications or removal of the Product by someone else than a qualified service technician; (b) any improper attachment, installation or application of the Product, and any insufficient framing if the Product is a frameless module; or (c) abuse, misuse, accident, negligent acts, power failures or surges, lightning, fire, flood, accidental breakage, actions of third parties and other events or accidents outside REC's reasonable control and/or not arising under normal operating conditions.

6. BY THIS LIMITED WARRANTY REC GRANTS EXCLUSIVELY THE RIGHTS PROVIDED HEREUNDER IN THE WARRANTY CASES SPECIFIED HEREIN. IN PARTICULAR, REC ASSUMES NO GENERAL WARRANTY OF MERCHANTABILITY OF THE PRODUCT OR ITS FITNESS FOR A PARTICULAR PURPOSE AND WILL NOT BE LIABLE FOR ANY COMPENSATION OF DAMAGE, IN PARTICULAR CONSEQUENTIAL DAMAGE OR OTHER LOSS RESULTING FROM OR IN CONNECTION WITH THE PRODUCT.

THE CLAIMS YOU MAY HAVE AGAINST YOUR SELLER AS WELL AS YOUR STATUTORY CLAIMS, IF ANY, AGAINST WARRANTOR AS A PRODUCER REMAIN HOWEVER, UNAFFECTED.

7. This Limited Warranty Certificate shall be governed by the laws of Singapore excluding its conflict of laws rules.

The courts of Singapore shall have the exclusive jurisdiction for all disputes arising out of or in connection with this Warranty.

#### **IV. Warranty Procedure**

Please contact the distributor or retailer where you purchased the Product, or contact a customer service representative of the WARRANTOR of your Product at

or by e mail at [www.recgroup.com/warranty](http://www.recgroup.com/warranty)  
[warranty@recgroup.com](mailto:warranty@recgroup.com)

or at the appropriate address or phone below:

REC ScanModule AB – Warranty Claims Hillringsberg S-67020, Glava Sweden Telephone: +46 – 570752200	REC Modules Pte. Ltd. – Warranty Claims 20 Tuas South Avenue 14 Singapore 637312 Singapore Telephone: +65 6495 9228
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For a Warranty claim to be processed proof of original purchase of the Product and any subsequent sales including transfer of this Warranty needs to accompany the claim.

Prior to returning any solar modules or components to the Warrantor a RMA (Return Merchandise Authorization) number is required, which may be obtained by contacting the Warrantor under the aforesaid address.

This Warranty is valid for products manufactured on or after April 1st 2010 until further notice.

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