



东磁组件双玻有限担保书

部门单位：东磁太阳能 第1页 共8页

Limited Manufacturer's Warranty for DMEGC Brand Double-glass Crystalline Solar Photovoltaic Modules 东磁双玻组件有限担保书

For the solar photovoltaic module types listed below (MODULES), Hengdian Group DMEGC Magnetics Co., Ltd. (DMEGC SOLAR), shall WARRANTY the performance of its MODULES (I) starting from the date of sale (SALES DATE) to the first customer (CUSTOMER) installing (for their own use) the MODULES or (II) starting at the latest 12 months after MODULES dispatch from the DMEGC SOLAR factory, which ever occurs earlier (the STARTING DATE OF WARRANTY).

横店集团东磁股份有限公司（以下简称为“DMEGC Solar”）特此针对其所生产的以下太阳能光伏组件（以下简称“组件”）提供质保(I)保证期从其销售给第一个安装客户（自用）的销售日期开始计算或（II）组件由东磁工厂发货后 12 个月起。上面两个日期以在先者为准（“质保期开始日”）。

DMxxx-M156-60DGB	(xxx=255 to 285 in step of 5W)
DMxxx-M156-60DGW	(xxx=255 to 285 in step of 5W)
DMxxx-M156-60DBW	(xxx=255to 285 in step of 5W)
DMxxx-M156-60DGT	(xxx=255to 285 in step of 5W)
DMxxx-M156-60DGK	(xxx=255 to 285 in step of 5W)
DMxxx-M156-60DGF	(xxx=255 to 285 in step of 5W)
DMxxx-M156-60DFW	(xxx=255to 285 in step of 5W)
DMxxx-M156-60DFK	(xxx=255to 285 in step of 5W)
DMxxx-M156-60DBK	(xxx=255 to 285 in step of 5W)
DMxxx-M156-60DGS	(xxx=255 to 285 in step of 5W)
DMxxx-M156-60DWS	(xxx=255to 285 in step of 5W)
DMxxx-M156-60DKS	(xxx=255to 285 in step of 5W)
DMxxx-M156-60DFS	(xxx=255 to 285 in step of 5W)
DMxxx-M156-60FWS	(xxx=255 to 285 in step of 5W)
DMxxx-M156-60FKS	(xxx=255to 285 in step of 5W)
DMxxx-M156-60BWS	(xxx=255to 285 in step of 5W)
DMxxx-M156-60BTS	(xxx=255 to 285 in step of 5W)
DMxxx-M156-60DBS	(xxx=255 to 285 in step of 5W)

1. Limited Product Warranty – 15years Repair, Replacement or Refund Remedy

产品担保---15年维修，更换或补偿

DMEGC SOLAR warrants its MODULES to be free from defect in material and/or workmanship under normal application, installation, and use conditions. If the MODULES fail to confirm to this warranty, during the period of One hundred and eighty (180) months from the STARTING DATE OF WARRANTY,



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DMEGC SOLAR will, at its option, either repair or replace the MODULES, or refund the then current market price of the MODULES.

东磁太阳能保证其生产的光伏组件，自质保期开始后的15年内，在正常的使用，安装和使用条件下，没有由于材料和生产工艺方面所造成的缺陷。如果某一组件在上述期限内出现材料和/或生产工艺方面的质量问题，公司可以自行确定会对该组件进行修理，或更换，或按照当时的购买价格退款。

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 period set forth herein. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (“Limited Peak Power Warranty”).

对于存在质量问题的组件的修理、更换、或者按照购买价格退款系在本产品担保书下所提供的全部且唯一的保证措施，且该等保证措施仅适用于前述期限内对于存在质量问题的组件的修理，更换，或者是补偿都应该是在本产品担保书下所提供的全部的且唯一的修复措施。并不能延长上述规定的期限。本产品质保不包括特定的功率输出，这在条款2“峰值功率的有限担保”中会有单独说明。

2. Limited Peak Power Warranty - Limited Remedy

峰值功能的有限担保---有限补救措施

15years 15年

If, for a period of fifteen (15) years from the STARTING DATE OF WARRANTY, any MODULE(s) exhibits a power output less than 90% of the nominal power specified in the product data sheet of DMEGC SOLAR, provided that such loss in power is determined by DMEGC SOLAR (at its sole and absolute discretion) to be due to defects in materials or workmanship, DMEGC SOLAR will, at its sole option, either (1) replace such loss in power by either, at DMEGC SOLAR’ s sole option, (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) or (2) refund the percentage of the cost of the MODULE(s) (as measured by the then current market price of the MODULE(s)) to the CUSTOMER representing the percentage of the power output less than 90% of the nominal power as specified in the product data sheet of DMEGC SOLAR.

若自质保期开始的15年内，若经过证实确认是由于东磁光伏组件材料和生产工艺方面而造成的组件输出的功率小于东磁太阳能产品规格书中的正常功率的90%。



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(1) 东磁太阳能可以自行确定取代功率损失：(a)向客户提供另外的组件以弥补其功率损失或 (b) 更换缺陷组件；

(2) 按功率输出与东磁公司产品资料中所规定的标称功率的90%的差额比例，向客户同比例退还组件的成本（按当时的组件价格）；

30years 30年

If, for a period of thirty (30) years from the STARTING DATE OF WARRANTY, any MODULE(s) exhibits a power output less than 80% of the nominal power specified in the product data sheet of DMEGC SOLAR, provided that such loss in power is determined by DMEGC SOLAR (at its sole and absolute discretion) to be due to defects in materials or workmanship, DMEGC SOLAR will, at its sole option, either (1) replace such loss in power by either, at DMEGC SOLAR's sole option, (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) or (2) refund the percentage of the cost of the MODULE(s) (as measured by the then current market price of the MODULE(s)) to the CUSTOMER representing the percentage of the power output less than 80% of the nominal power as specified in the product data sheet of DMEGC SOLAR.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the “Limited Peak Power Warranty” .

若自质保开始的30年内，若经过证实确认是由于东磁光伏组件材料和生产工艺方面而造成的组件输出的功率小于东磁太阳能产品规格书中的正常功率的80%。

(1) 东磁太阳能可以自行确定取代功率损失：(a)向客户提供另外的组件以弥补其功率损失或 (b) 更换缺陷组件；

(2) 按功率输出与东磁公司产品资料中所规定的标称功率的80%的差额比例，向客户同比例退还组件的成本（按当时的组件价格）；

在条款2中的补救措施为本有限峰值功率担保书下所提供的全部的且唯一的修复措施。

3. Exclusions and Limitations非担保范围内的条款及限制

(1) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.

(1) 在任何情况下，所有的质保索赔都应该在相应的质保期内提出才有效。

(2)The “Limited Product Warranty” and the “Limited Peak Power Warranty” do not apply to any



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MODULES which have been subjected to:

Misuse, abuse, neglect or accident;

Alteration, improper installation or application;

Non-observance of the installation and maintenance instructions of DMEGC Solar;

Repair or modifications by someone other than an approved service technician of DMEGC SOLAR;

Power failure surges, lightning, flood, fire, accidental breakage or other events outside the control of DMEGC SOLAR.

(2) 以下情况，“有限产品质保”和“有限峰值功率质保”不适用：

- 使用不当，滥用，疏忽或意外；
- 改装，安装或使用不当；
- 未按东磁太阳能的安装和维护指南说明；
- 非东磁太阳能许可的维修技术人员进行维修或改动；
- 停电，雷电，洪水，水火，意外破损，或其他东磁公司不可控制的事件；

(3) Both “Limited Product Warranty” and “Limited Peak Power Warranty” do not cover any transportation costs for return of the MODULES or for reshipment of any repaired or replaced MODULES or cost associated with installation, removal or reinstallation of MODULES, and customs clearance.

(3) 上述“有限产品质保”和“有限峰值功率质保”都不包含如下费用：组件的重返的运输费用，或已经修复或取代的组件的重新运输，或与组件的安装，移除或重新安装，及海关清关相关的成本。

(4) Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed or made illegible.

(4) 若组件的类型或批号已经变更，移除或者是无法辨认时，则无法进行质保索赔。

4. Limitation of Warranty Scope 质保范围

This “Limited Manufacturer’s Warranty” as set forth herein is 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 DMEGC SOLAR, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by DMEGC SOLAR. DMEGC 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 MODULES, or from use or



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installation. Under no circumstances shall DMEGC 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. DMEGC 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.

上述担保取代并排除任何其他明示或默示的担保，包括但不限于：相应商业法律所规定的担保以及产品对某一特定用途的适用性的担保，以及东磁太阳能的任何其它义务与责任，但东磁太阳能就其在本担保书下未予承担的相应保证、义务以及责任以书面形式另行明确予以保证的除外。东磁太阳能不对人身伤害或财产伤害承担责任，亦不对组件引起或/与组件相关的原因（包括但不限于组件的任何缺陷，使用和安装生产的任何缺陷）造成的其他的损失或伤害承担责任。任何情况下，东磁太阳能不对任何原因引起的随附的，间接的或特殊的损失承担责任。东磁太阳能对任何效用、生产、收益、利益的损失均不承担责任。东磁太阳能如果对客户承担损害或其他责任，其累计责任不超过客户支付的单个缺陷组件的发票价值。

5. Obtaining Warranty Performance 质保的履行

If the CUSTOMER has a justified claim covered by this "Limited Manufacturer's Warranty", an immediate notification shall be filed in writing to **Hengdian Group DMEGC Co., Ltd. No. 1 DMEGC Road, DMEGC Mansion, Hengdian Industrial Zone, Dongyang, Zhejiang, China, 322118 (Tel: +86-579-86554950; Email: solar@dmegc.com.cn)**. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the date on which the MODULES have been purchased. An invoice with clear indication of the purchase date, purchase price, module type, stamp or signature of DMEGC representative or its distributors should also be submitted as part of the evidence. The return of any MODULES will not be accepted unless prior written authorization has been given by DMEGC SOLAR. In connection with both the "Limited Product Warranty" and "Limited Peak Power Warranty", DMEGC SOLAR shall reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repaired or replaced MODULES, only if this cost is authorized by DMEGC SOLAR.

若根据“光伏组件的有限质保”，客户提出合理的索赔，应立即以挂号信形式将书面通知寄至：
横店集团东磁股份有限公司，浙江东阳横店工业园区东磁路1号，东磁大厦（电话：**+86-579-86554950**;



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Email: solar@dmeqc.com.cn)。除上述通知外，客户应附上组件相应的批号，购买日期。同时还应提供能够清晰显示购买日期、购买价格、组件型号、东磁太阳能或其分销商的印章或者签字的发票作为证据。若没有东磁太阳能的书面授权，退回的组件将会拒收。在“有限产品质保”和“有限峰值功率质保”下，客户退回组件及修理好的重新发货的组件，东磁太阳能若授权可以支付合理的，通常的海上或陆路运输费用。

6. Severability 条款效力独立性

If a part, provision or clause of this “Limited Manufacturer’s Warranty”, 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 this “Limited Manufacturer’s Warranty”, and to this end such other parts, provisions, clauses or applications of this “Limited Manufacturer’s Warranty” shall be treated as severable.

如果本有限担保书的任何部分或任何条款被认定为无效、失效或无法实施，或者该等部分或条款对某些人或某些情况的适用性被认定为无效、失效或无法实施，则此种认定不应影响本担保书任何其他部分或条款或本担保书适用性的效力。本担保书的其他部分或条款或本担保书的适用性仍独立有效。

7. Disputes 争议

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded.

若对任何保证主张存有异议，则应通过一流的国际检测机构如德国弗莱堡的Fraunhofer ISE，德国科隆的TUV Rheinland或亚利桑那州立大学的ASU的检验机构就此项主张予以最终判定。由此产生的费用由败诉方承担。

8. Miscellaneous 其他

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 Manufacturer’s Warranty” be extended. Any replaced MODULES shall become the property of DMEGC SOLAR made for their disposal. DMEGC SOLAR has the right to deliver another type (different in size, color, shape and/or power) in case DMEGC SOLAR has discontinued producing the replaced MODULES at the time of the

claim.

组件的维修或更换或额外组件的提供并不表示质保期限重新开始。此“有限质保的”原来的期限也不会被延长。被更换的组件视为是东磁太阳能的财产所有，在处理索赔过程中，若东磁太阳能不再生产被替换掉的组件，则东磁太阳能有权发送另一种型号（与原先的尺寸，颜色，形状和/或功率）不一样的组件类型。

9. Warranty Transfer 质保的转让

This “Limited Manufacturer’s Warranty” is transferable when the product remains installed in its original installation location.

该有限质保只有在产品仍然安装在原安装位置时才可以转让。

10. Force Majeure 不可抗力

DMEGC 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 Manufacturer’s Warranty", due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of DMEGC SOLAR. In such cases, performance by DMEGC SOLAR of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

如因自然力、战争、暴乱、罢工、战争状态、瘟疫或其他传染病、火灾、洪灾等其他东磁太阳能控制不了的原因或情况造成对而不能履行或延期履行销售条款或条件，包括此“有限质保”时，东磁太阳能不对客户或任何第三方对本有限质保的履行应暂停，并且对该类原因造成的合理的延误无需负责。

11. Validity 有效期

This “Limited Manufacturer’s Warranty” is valid for all Double glass MODULES dispatched from DMEGC SOLAR’s factories between 1st January 2017 and 31st December 2017.

本有限担保书适用于 2017年 1 月 1 日至 2017年 12 月 31 日发货组件。

“Nominal Power specified in the product data sheet” 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 1000 W per m² and (c) a cell temperature of 25 degrees centigrade at right angle irradiation. The measurements are carried out as per IEC 61215 as

tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of DMEGC SOLAR valid at the date of manufacture of the PV-modules.

产品规格书上的标准功率指在STC条件下所测得的组件的最大的功率。

STC标准条件如下所示：

- (a) 光谱强度AM1.5
- (b) 辐射强度为1000W/m²
- (c) 直角辐射下的电池的温度为25度

测试按IEC61215在在连接器或接线盒终端的条件下进行，并按照东磁太阳能组件生产日期的校准和测试标准下进行测试。



Additional Statement of OEM business between AEG and DMEGC for Double-glass Crystalline Solar Photovoltaic Module

AEG-东磁双玻组件有限担保书补充说明

Hereby, Hengdian Group DMEGC Magnetics Co.,Ltd (DMEGC Solar) declare that this Limited Manufacturer's Warranty is applicable to the OEM Double Glass Crystalline Solar Photovoltaic Modules under AEG brand on the condition that AEG brand modules are manufactured as per DMEGC standard design and material (BOM) as well as installed, used and maintained following DMEGC Installation Instructions.

横店集团东磁股份有限公司（以下简称东磁）在此声明：横店东磁给AEG贴牌代工产品，若组件设计与BOM完全与东磁一致，满足设计与材料匹配的贴牌代工组件如果按照《东磁双玻组件安装说明书》里建议的安装、使用和维护条件下进行，其组件享受《东磁双玻组件有限担保书》所约定的条款。