

太阳能光伏组件质保协议

Quality Assurance Agreement of Solar Module

版本:2019A
EDITION:2019A



12 Years
Product Warranty

25 Years
Linear Power
Warranty

江苏应天光电科技有限公司
Jiangsu Luck PV-tech Co.,Ltd.

0519-68905757

www.lucksolar.com

产品有限质保：十二年内保修，更换或退款

Limited quality assurance of products: Warranty, replacement or refund within twelve years

江苏应天光电科技有限公司向直接购买者承诺，除下述之例外情况外，在组件遵守江苏应天光电科技有限公司标准产品文件所列之正常应用、安装、使用和维修规定的情况下，对由于组件的材料和/或工艺引起的产品质量问题承担十二年保障。

In the case that the modules comply with the normal application, installation, use and maintenance regulations listed in the standard product documents of Jiangsu Luck Pv-Tech Co., Ltd., Jiangsu Luck Pv-Tech Co., Ltd. promises to the direct purchaser to undertake a twelve-year warranty for product quality problems due to the materials and/or processes of the modules, except for the following exceptions.

在按照我们的安装说明的情况下，应天光电保证：

组件将保持机械完整性和稳定性；

组件的玻璃在没有任何局部的或外部力量的影响下，将保持其完整性；

组件电缆和连接器插头将保持安全的可运行的状态。

任何磨损、安装不当或动植物原因所导致的损害，将不在此有限质保之内。

In compliance with our installation instructions, Luck Pv-Tech guarantees:

The modules will maintain mechanical integrity and stability;

The glass of the modules will retain its integrity without any local or external forces;

The assembly cable and connector plug will remain in a safe, operational state.

Any damage caused by wear, improper installation or animal or plant reasons will not be covered by this limited quality assurance.

任何有关产品质量的索赔，客户必须提供相关证明，如产品的购买日期、运输储存、应用安装等相关情况，以证明产品质量问题是在遵守应天光电的标准产品文件所列之正常应用、安装、使用和维修规定的情况下，由于材料和/或工艺重大缺陷引起的无法正常工作或产品质量不达标。任何颜色的变化，或组件其他的外观变化并不代表缺陷，一般外观上的变化不是材料和/或工艺缺陷，不会导致性能的下降。如果产品质量不符质保声明之规定，应天光电将视情况决定给予维修或更换或根据组件的市场残值予以经济赔偿。

For any claim of product quality, the customer must provide relevant evidence such as the date of purchase of the product, transportation and storage, application installation, etc. to prove that product quality issues are not working properly or product quality dissatisfaction due to major defects of material and/or process in compliance with normal application, installation, use, and maintenance regulations listed in Luck Pv-Tech's standard product documents. Any change in color, or other change in appearance of the modules, does not represent defects, and general changes in appearance are not material and/or process defects and do not result in a decrease in performance. If the quality of the product does not comply with the regulations of quality assurance statement, Luck Pv-Tech will, depending on the circumstances, decide to repair or replace it or provide financial compensation based on the market residual value of the module.

有限峰值功率保证-25年有限峰值功率保证

Limited peak power guarantee – 25 years limited peak power guarantee

如果在给客户开具发票之日起25年内，光伏组件的输出功率少于应天光电产品说明书峰值最高功率最小值的范围，功率的损失由应天光电根据材料或做工的瑕疵判断，应天光电会给客户提供额外的光伏组件作为这种功率损失的赔偿，或者应天光电更换有瑕疵的组件。

If the output of the Solar module is less than the minimum value of the peak maximum power in Luck Pv-Tech's product specification within 25 years from the date that the invoice is issued to the customer, the loss of power of which is determined by Luck Pv-Tech based on the material or workmanship, Luck Pv-Tech will provide customers with additional Solar module as compensation for this power loss, or Luck Pv-Tech will replace defective modules.

针对本公司不同晶体类型的产品，做如下说明：

For the company's different crystal types of products, see the following instructions:

1、针对多晶产品功率衰减说明：首年衰减2.5%以内，第二年起每年衰减0.68%以内，同时保证10年功率输出在额定功率的90%以上、25年功率输出在额定功率的80%以上。

1.Description of power attenuation for polycrystalline products: The attenuation of first year is less than 2.5%, and the annual attenuation is less than 0.68% since the second year. At the same time, the power output within 10 years is guaranteed to be more than 90% of the rated power, and the power output within 25 years is more than 80% of the rated power.

2、针对单晶产品功率衰减说明：首年衰减3.0%以内，第二年起每年衰减0.66%以内，同时保证10年功率输出在额定功率的90%以上、25年功率输出在额定功率的80%以上。

2.Description of power attenuation for single crystal products: The attenuation of first year is less than 3.0%, and the annual attenuation is less than 0.66% since the second year. At the same time, the power output within 10 years is guaranteed to be more than 90% of the rated power, and the power output within 25 years is more than 80% of the rated power.

排除性和局限性 Exclusion and limitation

1. 任何情况，所有的质保协议必须在可适用保修期内

1. In all cases, all quality assurance agreements must be in the applicable warranty period

2. 产品有限质保跟最大功率有限质保对下列组件不适用：

2. The limited quality assurance of the product and the limited quality assurance of maximum power do not apply to the following modules:

- 误用，滥用，疏忽或意外
- 改造，不适当的安装或使用
- 不遵守应天光电的安装和维修指令
- 非应天认可的服务技术专员之外的人进行的维修或改动

- 断电, 闪电, 洪水, 火灾, 意外损坏或其他非应天控制之内的其他事件
 - Misuse, abuse, negligent or accident
 - Renovation, improper installation or use
 - Failure to comply with Luck Pv-Tech's instructions of installation and maintenance
 - Repairs or changes made by someone other than a technical specialist who is recognized by Luck Pv-Tech
 - Power-off, lightning, floods, fires, accidental damage or other events not controlled by Luck Pv-Tech
3. 产品有限质保和有限最高功率质保都不包括任何运输费, 清关费, 任何组件退回费用, 组件修复或更换的重装费用, 跟光伏组件相关联的安装, 拆除或重装的费用。
3. The product's limited quality assurance and quality assurance of limited maximum power do not include any shipping charges, customs clearance fees, return fees for any modules, reassembly costs for module repair or replacement, and the cost of installation, removal, or reassembly associated with Solar module.
4. 如果组件的型号或序列号已改变, 移除或难以辨认, 或无法在应天光电数据库中追溯, 则不予以保修。
4. If the model or serial number of the module has been changed, removed or illegible, or cannot be traced back in the Luck Pv-Tech database, no warranty shall be given.
5. 光伏组件的有限质保协议不适用于标有“B级”的组件。应天光电明确指出对这类组件有“专用B级光伏组件有限质保协议”。
5. The Limited Quality Assurance Agreement for Solar module does not apply to modules labeled “Class B.” Luck Pv-Tech has clearly stated that there are “Limited Quality Assurance Agreements for Dedicated Class B Solar Module” for such modules.

质量保证的执行 Implementation of quality assurance

如果客户觉得索赔是合理的, 可以立刻以邮件方式按以下地址寄给应天光电, 或是发电子邮件到应天光电的企业邮箱。客户应附上相对应的组件序列号的证明及购买组件的发票。应天光电不接受任何光伏组件的退货, 除非应天光电预先书面授权。

If the customer feels that the claim is reasonable, he/she can immediately send it to Luck Pv-Tech by mail with the address below or send an e-mail to Luck Pv-Tech's enterprise mailbox. The customer should attach an evidence of the corresponding module serial number and an invoice to purchase the modules. Luck Pv-Tech does not accept returns for any Solar module unless Luck Pv-Tech has previously authorized in writing.

分割性 Severability

如果“组件有限质保”的一部分, 规定或条款, 或对任何人或环境的应用不承认, 无效或不能强制执行, 此举将不影响或委托“组件有限质保”的其他部分、规定、条款或应用, 那么“组件有限质保”的其他部分、规定、条款或应用将视作分割。

If a part, provisions or terms of the “limited quality assurance of the modules”, or applications to any person or environment, are not recognized, invalid or unenforceable, this will not affect or entrust other parts, regulations, terms or applications of the “limited quality assurance of the modules”, and the other parts, provisions, terms or applications of the “limited quality assurance of the modules” shall be deemed to be severed.

争端 Disputes

如果在质保索赔中有任何分歧，国际一流的检测机构如德国科隆的莱茵TÜV或亚利桑那州立大学会对索赔作出最终裁决。所有费用及损失由败诉方承担，除非另有裁定额。最终解释权归应天光电所有。

If there is any disagreement in the quality assurance claims, the world's leading testing institutions such as Rheinland TÜV in Cologne, Germany or Arizona State University will make a final ruling. All costs and losses are borne by the losing party unless otherwise determined. The final interpretation is reserved by Luck Pv-Tech.

多样化 Diversification

组件的维修或更换，或额外组件的供应不导致启用新的质保协议，也不增加“光伏组件有限质保协议”原始条款的内容。所更换的组件由应天光电所有并处理。如果在索赔期间所更换的组件已停产，应天光电有权发送其它型号的组件，例如不同尺寸，颜色，形状或功率。

Repair or replacement of modules, or the supply of additional modules, will not result in the activation of the new quality assurance agreement or the addition of the original terms of the "Limited Quality Assurance Agreement for Solar module". The replaced modules are owned and processed by Luck Pv-Tech. If the modules replaced during the claim period have been discontinued, Luck Pv-Tech is entitled to send other models of modules, such as different sizes, colors, shapes or powers.

索赔验证和补偿流程 Claim verification and compensation process

如果购买者认为存在上述有限质保范围内的合理索赔事宜，则应遵循以下退货确认（RMA）流程进行操作。购买者必须在以上所述产品之质保期内，将书面索赔申请送交江苏应天光电科技有限公司地址：

If the purchaser believes that there is a reasonable claim within the above limited quality assurance, the following return material advice (RMA) process should be followed. The purchaser must send a written claim to the address of Jiangsu Luck Pv-Tech Co., Ltd. during the quality assurance period of the product described above:

常州市金坛区朱林镇龙溪大道99号
客服电话：0519-68905758
客服邮箱：service@lucksolar.com

No.99 Longxi Avenue, Zhulin Town, Jintan District, Changzhou City
Service Tel: 0519-68905758
Service E-mail: service@lucksolar.com

购买者在索赔时应附上质保期产品出货日期的证明及索赔依据。

The purchaser should attach the evidence of the date of shipment of the product during quality assurance period and the basis for the claim.

本质保对直接购买者生效，或者转移后的拥有者能够提供组件保持原有的位置和配置的证明时才生效。

This quality assurance is effective for direct purchasers, or if the transferred owner can provide evidence that the modules maintain their original location and configuration.

在收到书面索赔申请后，应天光电将自行决定进一步对购买者的产品索赔进行验证，以确认是否符合上述有限质保规定。然后，购买者应根据应天光电的书面退货认可以及应天光电的退回货品包装和运输指南，将故障产品或其认为发生故障的产品送回应天光电，并自行承担运输费用。如果没有应天光电的事先书面退货认可，或购买者没有遵守应天光电的退回货品包装和运输指南，则应天光电将有权不接受退回的产品。

Upon receipt of a written claim, Luck Pv-Tech will, at its discretion, further verify the purchaser's claim of products to confirm compliance with the above limited quality assurance requirements. The purchaser shall then return the defective product or the fault product it believes to be faulty to Luck Pv-Tech in accordance with Luck Pv-Tech's written return authorization and Luck Pv-Tech's return packaging and shipping guidelines and bear the shipping costs itself. If the purchaser does not have Luck Pv-Tech's prior written return authorization, or if the purchaser fails to comply with Luck Pv-Tech's return packaging and shipping guidelines, Luck Pv-Tech will be entitled not to accept the returned products.

如果应天光电确认产品不符合上述有限质保条件，则可决定维修相应产品并将其返回购买者（由购买者承担运输费用），或用新的或使用过的产品进行更换，并送至购买者（由购买者承担运输费用），或根据电性能的损失按一定比例向购买者按照组件的市场残值予以退款。产品的维修或更换不会增加其适用的质保期限。如果用于更换的组件不再生产或没有库存，应天光电有权向客户提供类似的产品（相似的产品尺寸、颜色、形状和功率）。被更换组件的所有权转移到应天光电。

If Luck Pv-Tech confirms that the product does not meet the above conditions for limited quality assurance, it may decide to repair the product and return it to the purchaser (at the purchaser's shipping cost), or replace it with a new or used product and send it to the purchaser (at the purchaser's shipping cost) or refund the purchaser according to the market residual value of the modules based on the loss of electrical performance. Repair or replacement of the product does not increase its applicable quality assurance period. If the modules used for replacement are no longer produced or not in stock, Luck Pv-Tech has the right to offer similar products (similar product sizes, colors, shapes and powers) to the customer. Then the ownership of the replaced modules is transferred to Luck Pv-Tech.

非独立质保 Non-independent quality assurance

购买者有权要求以上任一质保规定下的索赔，但是如果由单个事件引起的索赔符合以上多个有限质保条件，而且应天光电根据上述流程进行了补偿，则应视为应天光电已经解决了所有因上述单个事件引起的、适用的质保索赔。

The purchaser is entitled to request a claim under any of the above quality assurance requirements, but if the claim arising from a single event meets the above conditions for multiple limited quality assurance and Luck Pv-Tech compensates as the above process, it shall be deemed that Luck Pv-Tech has resolved all applicable quality assurance claims arising from the above-mentioned single incident.

有限责任范围（责任限制） Limited liability (limitation of liability)

在适用法律许可的最大范围内，应天光电对于其产品及其使用而导致的人员伤亡和财产损失或任何其他损失和损伤，不承担任何责任。在适用法律许可的最大范围内，应天光电对于购买者、或以购买者名义索赔的第三方的、与产品相关或由产品导致的任何利润损失、使用损失、设备停机、或任何偶发、连带和特殊损失等，不承担任何责任，即使应天光电已被告知此类损失的可能性。

To the fullest extent permitted by applicable law, Luck Pv-Tech is not liable for any personal injury or property damage or any other loss or damage caused by its products and their use. To the fullest extent permitted by applicable law, Luck Pv-Tech shall not be liable for any loss of profits, loss of use, equipment downtime, or any incidental, consequential or special loss caused by the purchaser or a third-party claim in the name of the purchaser, in connection with the product or caused by the product, even if Luck Pv-Tech has been informed of the possibility of such loss.

在适用法律许可的最大范围内，应天光电对于损害或其它事故的累积补偿责任（如有），不得超出购买者购买产品时支付的价款。购买者承认以上有限责任范围（责任限制）是双方协议的必要组成部分，如果未界定该有限责任范围，产品价格将会有极大的不同。某些地区限制或不接受免责声明，因此以上规定可能不适用于某些购买者。

To the fullest extent permitted by applicable law, Luck Pv-Tech's cumulative compensation liability for damages or other incidents, if any, shall not exceed the price paid by the purchaser at the time of purchase. The purchaser acknowledges that the above limited scope of liability (limitation of liability) is an integral part of the Agreement between the parties, and if the scope of the limited liability is not defined, the price of the product will vary greatly. Some regions limit or do not accept disclaimers, so the above rules may not apply to certain purchasers.

你可能拥有在此质保之外的特殊的法律上的权利，你也可能拥有不同国家或地区的其他权利。本有限质保不会影响您拥有的其他的特殊权利。某些地区限制或不接受免责声明，因此以上规定可能不适用于某些购买者。

You may have special legal rights beyond this quality assurance, and you may also have other rights in different countries or regions. This limited quality assurance does not affect other special rights you have. Some regions limit or do not accept disclaimers, so the above rules may not apply to certain purchasers.

本项有限质保适用于：在2019年1月1日后生产的产品。

本项有限质保书在被新版本替代之前持续有效。

This limited quality assurance applies to products manufactured after January 1, 2018.

This limited quality assurance continues to be valid until replaced by a new version.