光伏组件有限质保 书

Pv module limited warranty

感谢您购买Alpha Solar Technologies Pty Ltd. 太阳能光伏组件, Alpha Solar Technologies Pty Ltd. 为您购买的太阳能光伏组件提供 15年的材料和工艺质保和30年的功率质保,本质保书涵盖的标准组件产品型号如下:

Thank you for purchasing Alpha Solar Technologies Pty Ltd. PV modules. Alpha Solar Technologies Pty Ltd. PV modules are covered by our 15 years material and workmanship warranty and 30 years power warranty. Alpha Solar Technologies Pty Ltd. standard module products covered by this Warranty include:

1:ASTxxxTC-108-S xxx=270 280 285 290 295 300 305 315 335 380 390 395

3:AST170TC-48-S

4:AST220TC-56-S

5:AST225TC-72-S

6:ASTxxxTC-96-S xxx=260 360

对于上述型号的标准太阳能组件, Alpha Solar Technologies Pty Ltd. 光伏将保证其光伏太阳能组件(简称组件)的性能:

Alpha Solar Technologies Pty Ltd. warrants the performance of its standard solar PV

modules listed above("Modules"):

自客户购买绿色建材之日或自绿色建材出厂满一(1)年之日起(取二者中较早之日 ,下文称"质保期起始之)

From the date of purchase of the Green building materials by the Customer or the date of completion of one (1) year from the date of delivery of the green building materials (the earlier of the two, hereinafter referred to as the "Date of commencement of Warranty Period"

1、有限产品质保

imited product warranty

Alpha Solar Technologies Pty Ltd.光伏保证上述型号的太阳能光伏组件在上述质保开始 日后的15年内,在正常的应用、安装、使用及 服务条件下无重大材料和做工缺陷。上述组 件必须按照Alpha Solar Technologies Pty Ltd.光伏提供的最新安全、安装和操作手册进行安装 , 否则此质保无效。

Alpha Solar Technologies Pty Ltd. warrants that the Modules are free from major defects in material and workmanship under normal application, installation, use, and service conditions for a period of 15 years from the Warranty Commencement Date. The above Modules must be installed in compliance with the latest Safety, Installation, and Operation Manual provided by Alpha Solar Technologies Pty Ltd.. Otherwise, this Warranty will be invalid.

如果组件在质保起始日后的 15 年内由于材料或工艺上的缺陷出现故障或者不能运行, Alpha Solar Technologies Pty Ltd.光伏将自行决 定选择以下任一补救措施: (1)维修或更换出现问题的组件; (2)赔偿等价的组件成本给客户(按客户索赔 时的市场价格)。

If the Modules become malfunctioning or non-operative due to defects in material or workmanship during the 15 years' warranty period from the Warranty Commencement Date, Alpha Solar Technologies Pty Ltd. will, at its sole option, take either of the following remedies: (1) repair or replace the malfunctioning or non-operative Modules; or (2) refund the prevailing market price of a comparable Module at the time of the customer's claim.

在上述中所提及的赔偿方式是此"有限产品质保"提供的唯一和排他的措施。

The above remedy shall be the sole and exclusive remedy provided under this Limited Product Warranty.

此"产品有限质保"并不涉及组件的功率输出保证,功率输出保证将在下面第二部分"有限峰值功率保证"进行专门的描述。

This Limited Product Warranty does not involve the warranty for power output of Modules, which shall be exclusively covered under Section 2 Limited Peak Power Warranty of this Warranty.

2、有限峰值功率保证

Limited peak power guarantee

Alpha Solar Technologies Pty Ltd.提供自质保起始日起30年内的功率输出保证(详细见下文),计算功率输出的损失依据组件铭 牌上规定的标准测试条件下的标称功率和实际组件在标准测试条件下的组件功率的对比值。

Alpha Solar Technologies Pty Ltd. warrants that for a period of 30 years (for double-glass modules) starting from the Warranty Commencement Date, loss of power output against the nominal power under the standard test conditions (STC) specified on the label of the Modules when measured at STC for the Modules shall not exceed:

N型单晶组件:单玻/双玻组件的质保起始日起的第一年内衰减在 1.0%以内,功率保证期内的第 2 年至 第 30 年间每年平均衰减在 0.37%内,在 30年功率保证期内的最后一年组件输出功率大于 88%。

For N-type monocrystalline modules: 1.0% for the first year from the Warranty Commencement Date (for both single- and double-glass modules), and 0.37% per year thereafter from the 2nd to the 30th year of the warranty period, with a power output on the last year of the 30 years' warranty period exceeding 88%.

在自质保起始日起的功率保证期内, Alpha Solar Technologies Pty Ltd.光伏保证销售的合格组件功率满足上述功率保证值。如果出现 任何被Alpha Solar Technologies Pty Ltd.光伏证实的超出保证值的功率损失, Alpha Solar Technologies Pty Ltd.光伏将自行决定选择以下任一补救措施: (1)维修或 更换缺陷组件;或者(2)对于实际功率输出与Alpha Solar Technologies Pty Ltd.所规定的标称功率的差额超过上文保证的部分,向客户同 比例退还组件的成本费用(按客户索赔时的组件市场价格计算);或者(3)提供给客户额外的组件以弥补上述 功率的损失。

Within the warranty period from the Warranty Commencement Date, Alpha Solar Technologies Pty Ltd. warrants that all qualified modules sold by Alpha Solar Technologies Pty Ltd. meet the aforesaid warranted values. In case of any loss of power output, as verified by Alpha Solar Technologies Pty Ltd., that exceeds the aforesaid warranted values, Alpha Solar Technologies Pty Ltd. will, at its sole option, take any of the following remedies: (1) repair

or replace the defective Module; or (2) for the portion of the difference between the actual power output and the nominal power specified by Alpha Solar Technologies Pty Ltd. in excess of the aforesaid warranted value, refund the prevailing market price of a comparable PV Module at the time of the customer's claim on a pro-rata basis; or (3) make up for such loss in power by providing the customer with an additional Module.

上述组件必须按照Alpha Solar Technologies Pty Ltd.提供的最新安全、安装和操作手册进行安装,否则该质保无效。标准的测试条件 指辐照强度每平方米1000瓦,组件温度25摄氏度,光谱AM 1.5。

The above Modules must be installed in compliance with the latest Safety, Installation, and Operation Manual provided by Alpha Solar Technologies Pty Ltd.. Otherwise, this Warranty will be invalid. STC is defined as 1,000 W/m² irradiance, 25°C Module temperature, and AM 1.5 spectrum.

在上述中所提及的赔偿方式是"有限峰值功率保证"中所提供的唯一和排他性的补救 方法。

The above remedy shall be the sole and exclusive remedy provided under this Limited Peak Power Warranty.

3、排除和限制

Exclusion and limitation

1) 在任何条件下, 所有质保要求必须在相应的质保期内提出才有效。

All warranty claims, in any event, must be filed within the applicable warranty period.

2) 组件的"有限产品质保"和"有限峰值功率质保"不适用于遭受如下情况的组件:

The Limited Product Warranty and Limited Peak Power Warranty shall not apply to the Modules which have been subject to:

误用、滥用、疏忽或事故;

Misuse, abuse, neglect, or accident;

改装、不当安装或使用;

Alteration or improper installation or use;

未遵循Alpha Solar Technologies Pty Ltd. 光伏的安装和保养维护说明;

Non-observance of Sunev's installation and maintenance instructions;

非Alpha Solar Technologies Pty Ltd.光伏认可的维修技术人员的维修或改动;

Repair or modifications by someone other than an approved service technician of Alpha Solar Technologies Pty Ltd.;

停电、雷电、供水、火灾、意外破损,或其他Alpha Solar Technologies Pty Ltd.光伏不可控制的事件;

Power failure, lightning, flood, fire, accidental breakage, or other events beyond Alpha Solar Technologies Pty Ltd.'s control;

不正常的环境条件造成的损害,包括但不限于不当电压、酸雨,多变的海洋环境,其它污染,或损 害是源自于组件安装在有缺陷的建筑物上;

Damage arising from abnormal environmental conditions, including but not limited to improper voltage, acid rain, changing marine environment, or other pollution, or damage resulting from the installation of the Modules on a defective building;

不正常的系统安装或使用条件,包括但不限于支架安装或使用不合理,系统其他部件设计、安装或 使用不当等;

Abnormal system installation or use conditions, including but not limited to unreasonable installation or use of module supports, or improper design, installation, or use of other system components;

外部腐蚀,或使组件变色的类似情况造成的损害;

Damage arising from external corrosion or a similar situation that causes discoloration of the Modules

改变最初的安装位置,或从最初的安装位置移动而造成的损害。

Damage arising from changing or moving from the initial installation location.

3) "有限产品质保"和"有限峰值功率质保"均不包含如下费用:与光伏组件的安装、拆卸或重新安装相关的费用;退回光伏组件所产生的清关或任何其他费用。

The Limited Product Warranty and Limited Peak Power Warranty do not cover any costs associated with the installation, removal, or re-installation of the Modules and customs clearance or other costs incurred for the return of the Modules.

4) 组件型号或序列号被改动、移除或无法辨认时,质保请求将会被拒绝。

Warranty claims will not be honored if the model or serial number of the Modules has been altered, removed, or made illegible.

4、质保的使用范围

Scope of use of warranty

除非Alpha Solar Technologies Pty Ltd.光伏以书面方式明确同意、签署并认可了其他的义务和责任,本文规定的"光伏组件的有限 质保"明确替代并排除了所有其他明示或默示的担保(包括但不限于商销性担保,适用于特殊目的、用途或 应用的担保),以及Alpha Solar Technologies Pty Ltd.光伏所有的其他义务或责任。Alpha Solar Technologies Pty Ltd.光伏不对人身伤害或财产损害承担责任,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,使用和安装产生的任何缺陷)造成的其 他损失或伤害承担责任。Alpha Solar Technologies Pty Ltd.光伏对任何效用、生产、收益、利润的损失均不承担责任。Alpha Solar Technologies Pty Ltd.光伏如果 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组件的发票价值。

This Limited Warranty as set forth herein is expressly in lieu of and excludes 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 Alpha Solar Technologies Pty Ltd., unless such other obligations or liabilities are expressly

agreed to, signed, and approved by Alpha Solar Technologies Pty Ltd. in writing. Alpha Solar Technologies Pty Ltd. 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 but not limited to any defects in the Modules or from the use or installation thereof. Alpha Solar Technologies Pty Ltd. shall not be liable for any loss of utility, production, revenue, or profit. Alpha Solar Technologies Pty Ltd.'s aggregate liability, if any, for damages or otherwise shall not exceed the invoice value as paid by the customer for the single unit of Modules.

在本质保规定以外您可能还有其他的特殊法律权利,并且根据不同国家的法律您也拥有不同的权力。本有限 质保不会影响到您根据所在法域关于消费者产品销售所享有的任何额外权利,包括但不限于执行欧盟 99/44 号指令(EC DIRECTIVE 99/44)的国家法律。有些国家不允许排除或限制附随或间接的损失,因此本质保规 定的此类排除或限制性可能不适用于您。

You may have specific legal rights outside this Warranty, and you may also have other rights that vary from country to country. This Limited Liability does not affect any additional rights you have under laws in your jurisdiction governing the sale of consumer goods, including but not limited to national laws implementing EC DIRECTIVE 99/44. Some countries do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in this Limited Warranty may not apply to you.

5、质保的履行

Fulfillment of warranty

如果客户认为根据"光伏组件的有限质保"可以提出正当的质保要求,应立即直接以挂号信形式将书面 寄送至Alpha Solar Technologies Pty Ltd. 光伏的下述地址,或发送电子邮件到下述Alpha Solar Technologies Pty Ltd. 光伏的电子邮箱。客户应随通知附上质保期限, 对应的组件序列号及购买日期。同时还应提供能够清晰显示购买日期、购买价格、组件型号、Alpha Solar Technologies Pty Ltd. 光伏或 其分销商的印章或者签字的发票作为证据。如果Alpha Solar Technologies Pty Ltd. 光伏没有预先发出书面授权,退回的光伏组件将不会 被接受。在"有限产品质保"和"有限峰值功率质保"下,客户退回组件及重新发运修理好的或更换过的组 件所支付的合理的、通常的海上或陆路运输费用由Alpha Solar Technologies Pty Ltd. 光伏承担,但此等费用应有证明文件证明,并且此 等费用应得到Alpha Solar Technologies Pty Ltd. 光伏客户服务部门的认可。

If the customer has a justified claim covered by this Limited Warranties for PV Modules, an immediate notification shall be directly made to Alpha Solar Technologies Pty Ltd. by registered mail to Alpha Solar Technologies Pty Ltd.'s address listed below or by email to Alpha Solar Technologies Pty Ltd.'s email address listed below. Together with the notification, the customer shall enclose the evidence of the warranty period, the corresponding serial number of the Modules, and the date on which the Modules were purchased. An invoice with clear indication of the purchase date, purchase price, module model, stamp or signature of Alpha Solar Technologies Pty

Ltd. or its distributor shall 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 Alpha Solar Technologies Pty Ltd.. In connection with both the Limited Product Warranty and Limited Peak Power Warranty, Alpha Solar Technologies Pty Ltd. shall reimburse the customer for reasonable, customary, and documented transportation charges by sea or road for both the return of the Modules and reshipment of any repaired or replacement Modules, only if this cost reimbursement is authorized by Alpha Solar Technologies Pty Ltd.'s customer service department.

6、可分割性

Divisibility

如果本"光伏组件的有限质保"的某部分、某项目规定或某个条款,或其对某人或某情形的适用被认定为无效或不可执行,该认定将不影响本"光伏组件有限质保书"的所有其他部分、规定、条款或其应用的效力,并且为此目的,本"光伏组件的有限质保"的其他部分、规定、条款或应用应被视为是可分割的。

If a part, provision, or clause of this Limited Warranty for PV Modules, or the application thereof to any person or circumstance, is held invalid or unenforceable, such holding shall not affect any other parts, provisions, clauses, or the applications of this Warranty, and to this end such other parts, provisions, clauses, or the applications thereof shall be treated as severable.

7、争议

Dispute

在质保索赔中产生的任何不一致之处,应由国际一流的检测机构,如德国弗莱堡的Fraunhofer 的研究员 太 阳 能 研 究 中 心 (Fraunhofer ISE in Freiburg/Germany)、德 国 科 隆 的 莱 茵 TUV (TUVRheinland in Cologone/Germany)、亚利桑那州立大学的 ASU (ASU Arizona State University)或客户和Alpha Solar Technologies Pty Ltd.光伏共同确 定的其它第三方测试机构进行最终的裁断。除非裁决另有规定,所有费用应由败诉方承担,前述机构的最终 选择。与客户协商确定。

In case of any discrepancy in a warranty claim, a first-class international test institute jointly determined by the customer and Alpha Solar Technologies Pty Ltd., such as Fraunhofer ISE in Freiburg, Germany, TÜV Rheinland in Cologne, Germany, or Arizona State University (ASU), shall be involved for the final determination. All fees and expenses arising therefrom shall be borne by the losing party, unless otherwise awarded. The aforesaid test institute shall be finally determined by Alpha Solar Technologies Pty Ltd. and the customer through negotiation.

8、其他

组件的维修、更换或提供额外的组件并不表示质保期限重新开始,此"光伏组件的有限质保"的原有期限也不应延期。任何被更换的组件均为Alpha Solar Technologies Pty Ltd.光伏的财产,并由其全权处置。

The repair or replacement of the Modules or the supply of additional Modules does not lead to a new commencement of the warranty period, and the original warranty period under this Limited Warranty for PV Modules shall not be extended. Any replaced Modules shall become the property of Alpha Solar Technologies Pty Ltd. and may be disposed of by Alpha Solar Technologies Pty

Ltd. in its sole discretion.

在处理索赔的过程中,如Alpha Solar Technologies Pty Ltd.光伏停止生产被更换组件型号的产品,其有权提供另一型号(尺寸、颜 色 、形状/或功率不同)的组件。

In the event that Alpha Solar Technologies Pty Ltd. has discontinued the production of the replaced model at the time of resolving a warranty claim, Alpha Solar Technologies Pty Ltd. has the right to deliver an alternative model of Modules, which may differ in size, color, shape and/or power.

9、质保的转让

Transfer of warranty

产品仍然安装在原始的安装位置,并且未经过拆卸、转移时,本质保方可转让。

This Limited Warranty is transferable when the Module remains installed in its original location without being removed or transferred.

10、不可抗力

force majeure

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、洪水等其他超出Alpha Solar Technologies Pty Ltd.光伏合 理控制范围的原因或情况造成Alpha Solar Technologies Pty Ltd.光伏不履行或延迟履行销售条款或条件(包括本"光伏组件的有限质 保"),Alpha Solar Technologies Pty Ltd.光伏不对客户或任何第三方负责。此种情况下,Alpha Solar Technologies Pty Ltd.光伏对本有限质保的履行应暂停,并且 对该类原因造成的合理延误无需负责。

Alpha Solar Technologies Pty Ltd. shall not be liable whatsoever to the customer or any third party for any non-performance or delay in performance of any terms or conditions of sale, including this Limited Warranty for PV Modules, due to any acts of God, wars, riots, strikes, warlike conditions, plagues or other infectious diseases, fires, floods, or any other cause or circumstance beyond the reasonable control of Alpha Solar Technologies Pty Ltd. In such case, performance by Alpha Solar Technologies Pty Ltd. of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

11、补充条款

supplementary terms

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage.

You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure

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