

REV. JKS-US DG Version 5.0

JINKO SOLAR LIMITED MODULE WARRANTY - AUTHORIZED DISTRIBUTORS

JinkoSolar (U.S.) Inc. (“**Jinko**”) provides the Warranties set forth herein to any end-user of Modules (“**Customer**”), subject to the terms and conditions herein (“**Limited Warranty**”), as may be amended from time to time by Jinko in its sole discretion. Jinko and Customer may sometimes hereinafter be referred to each as a “**Party**” and collectively as the “**Parties**”. “**Module**” means a solar photovoltaic module sold by Jinko or its affiliates to an Authorized Distributor on or after January 1, 2023. “**Authorized Distributor**” means any of the following and any permitted assign thereof: (i) an entity appearing in the List of Jinko’s Authorized U.S. Distributors available at www.jinkosolar.us as of the Warranty Start Date, or (ii) a residential installer purchasing Modules directly from Jinko or its affiliates pursuant to a contract that includes the terms of this Limited Warranty.

1. WARRANTY START DATE. Jinko provides the Warranties set forth herein commencing upon that date which is one hundred and eighty (180) days following the Module manufacture date, as indicated by the serial number [digit no. 7 – 12 (YYMMDD), starting from the left side of the serial number] for such Module (“**Warranty Start Date**”).

2. LIMITED PRODUCT WARRANTY. Beginning on the Warranty Start Date and terminating on that date which is three hundred (300) months thereafter for G2 Modules with black frame and black back sheet, G4 Modules with 66 cells, black frame and black back sheet, and G6 Modules with 54 cells, black frame and black back sheet, or one hundred and forty-four (144) months thereafter for all other Module types, Jinko warrants that the Modules and their respective DC connectors and cables, if any, shall be free from material defects in design, materials and workmanship that affect the performance of the Module (“**Limited Product Warranty**”). Material

defects shall not include normal wear and tear, corrosion, or haziness/surface discoloration of the frame.

3. LIMITED POWER WARRANTY. Jinko warrants that the Degradation Rate shall not exceed the following for the periods identified following the Warranty Start Date: (a) for monofacial G2 Modules (i) 2.5% in the first year; (ii) 0.6% each year thereafter until that date which is twenty-five (25) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 83.1% of the Nominal Power Output; (b) for bifacial G3 Modules: (i) 2.5% in the first year; (ii) 0.55% each year thereafter until that date which is thirty (30) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 81.55% of the Nominal Power Output; (c) for monofacial G4 Modules: (i) 2.0% in the first year; (ii) 0.55% each year thereafter until that date which is twenty-five (25) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 84.80% of the Nominal Power Output; (d) for bifacial G4b Modules: (i) 2.0% in the first year; (ii) 0.45% each year thereafter until that date which is thirty (30) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 84.95% of the Nominal Power Output; (e) for monofacial G5 Modules: (i) 2.0% in the first year; (ii) 0.55% each year thereafter until that date which is twenty-five (25) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 84.80% of the Nominal Power Output; (f) for bifacial G5b Modules: (i) 2.0% in the first year; (ii) 0.45% each year thereafter until that date which is thirty (30) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 84.95% of the Nominal Power Output; and (g) for G6 Modules: (i) 1.0% in the first year; (ii) 0.40% each year thereafter until that date which is thirty (30) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 87.40% of the Nominal Power Output (“**Limited Power Warranty**”). Notwithstanding

anything to the contrary herein, the Limited Power Warranty for bifacial Modules shall apply only to the front-side power output of such bifacial Modules and Jinko makes no representations or warranty with respect to the back-side power output of the bifacial Modules.

4. POWER DEFINITIONS. “**Nominal Power Output (PO₀)**” means the original manufactured nameplate specification of the Module, expressed in Watts, as certified by Jinko and indicated on the Module, excluding any specified positive tolerance. “**Actual Power Output (PO_t)**” means the power output of the Module, expressed in Watts, at Watt peak that a Module generates or, for a bifacial Module, that the front-side of a bifacial Module generates, at a given point in time in a year after the Warranty Start Date (t) in its ‘Maximum Power Point’ under Standard Test Conditions, corrected for any measurement error (“**STC**”). STC are as follows, measured in accordance with IEC 61215: (a) light spectrum of AM 1.5; (b) an irradiation of 1000W per m²; and (c) a cell temperature of 25 degrees centigrade at right angle irradiation. The “**Degradation Rate (DR)**” shall be any positive amount calculated in accordance with the following formula, expressed as a percent:

$$DR = 1.00 - [(PO_t) / (PO_0)]$$

5. CLAIMS. Customer is responsible for submitting the documentation necessary for Jinko to evaluate a claim under this Limited Warranty. If Customer believes there has been a breach of the Limited Product Warranty or Limited Power Warranty (collectively, “**Warranties**”), then Customer shall promptly, and not later than thirty (30) days after knowledge thereof, provide notice thereof to Jinko in accordance with Section 13 of this Limited Warranty, indicating the relevant serial number. Following Jinko’s receipt of a notice from Customer in accordance with the preceding sentence, Jinko shall direct the relevant Authorized Distributor to collect and submit to Jinko all information relevant to the claim, which may include the following: (a) party making

claim; (b) detailed description; (c) evidence, including photographs and data; (d) Warranty Start Date; (e) Module type; (f) physical address; (g) any additional evidence reasonably requested by Jinko; and (h) upon request from Jinko, the actual Module(s) allegedly causing the breach.

6. REMEDIES. Jinko will replace any Module which causes a breach of the Warranties. Replacement Modules shall be delivered to the Authorized Distributor at Jinko’s sole cost and Customer shall coordinate the collection of any remedies delivered hereunder by Jinko with the relevant Authorized Distributor. Replaced Modules received by Jinko pursuant to Section 5(h) shall be the sole property of Jinko. Replacement Modules shall be of the same type and physical form as the original Module, electrically compatible with the original Module, and have an electrical output of not less than the warranted power output of the original Module at the time of replacement, based on the warranted degradation rates set forth at Section 3 hereto. Notwithstanding the foregoing, if Jinko no longer supplies Modules meeting the foregoing criteria, then replacement Modules provided under this Section 6 shall be those Modules then supplied by Jinko to the Authorized Distributor most substantially meeting the foregoing criteria. Jinko’s delivery of any replacement Modules pursuant to this Section 6 shall not extend the term of any Warranties.

7. EXCLUSIONS. This Limited Warranty is subject to the exclusions set forth in this Section 7. The Warranties shall not apply to any Module which has been: (a) altered, repaired or modified without the prior written consent of Jinko or otherwise inconsistent with Jinko’s written instructions; (b) removed and re-installed at any location other than the physical location in which it was originally installed following purchase by Customer or receipt from Jinko as a replacement Module; (c) subject to misuse, abuse, neglect, or accident; (d) subject to force majeure, electrical surges, lightning, flood, fire, vandalism,

tampering, accidental breakage, or other events beyond Jinko's control, resulting in material damage to the Module; (e) installed on mobile platforms (other than single- or dual-axis trackers) or in a marine environment; (f) subject to direct contact with corrosive agents or salt water; pest damage; or malfunctioning PV system components; or (g) installed or used in a manner inconsistent with the version of Jinko Installation Manual provided by Jinko to the Authorized Distributor. The Warranties shall not apply to any Module for which the labels thereon indicating type or serial number have been altered, removed or made illegible. The Warranty shall not apply to Modules for which full and final payment has not been received by Jinko.

8. LIMITS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LIMITED WARRANTY, EXCEPT AS EXPRESSLY PROVIDED HEREIN, JINKO MAKES NO WARRANTIES, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED, ARISING FROM OR RELATING TO THE MODULES AND JINKO DISCLAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY LAW, INCLUDING IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE, ARISING FROM OR RELATING TO THE MODULES. THE REMEDIES FOR BREACH OF THIS WARRANTY ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES ARISING FROM OR RELATING TO ANY BREACH OF THE WARRANTIES. IN NO EVENT SHALL JINKO BE RESPONSIBLE PURSUANT TO THIS WARRANTY FOR ANY PERFORMANCE ANALYSIS, INSPECTION, DIAGNOSIS, REMOVAL, REINSTALLATION COSTS, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSSES OR DAMAGES CAUSED BY REASON OF LOSS OF USE, LOSS OF PROFITS OR REVENUE, INTEREST CHARGES, LOSS OF BONDING CAPACITY, COST OF CAPITAL OR CLAIMS OF CUSTOMER DAMAGES, WHETHER LIABILITY ARISES AS A RESULT OF BREACH OF CONTRACT, TORT

LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY, BY OPERATION OF LAW OR IN ANY OTHER MANNER. EXCEPT AS SET OUT IN THIS LIMITED WARRANTY, JINKO 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 THIS LIMITED WARRANTY.

9. NO THIRD PARTY BENEFICIARIES. This Limited Warranty is for the sole and exclusive benefit of Customer and no other person or entity shall be a direct or indirect legal third party beneficiary of, or have any direct or indirect cause of action or claim in connection with this Limited Warranty.

10. LAW AND FORUM. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the conflicts of law provisions thereof. Any controversy or claim arising out of or relating to this Limited Warranty, including without limitation any question regarding its existence, validity, breach, or termination shall be settled by arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The award through arbitration shall become final and binding on the Parties, and the Parties agree to waive any right of appeal against the arbitration award. Any arbitration arising from or relating to this Limited Warranty shall be conducted in a location mutually agreed by the Parties within the state where Customer resides at the time of the warranty claim is first submitted to Jinko.

11. MERGER CLAUSE. This Limited Warranty sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

12. **SEVERABILITY.** If one or more provisions of this Limited Warranty are held to be unenforceable under applicable law, then (a) such provision shall be excluded from this Limited Warranty, (b) the balance of this Limited Warranty shall be interpreted as if such provision were so excluded and (c) the balance of the Limited Warranty shall be enforceable in accordance with its terms.

13. **NOTICES.** Notices required under Section 5 of this Limited Warranty to Jinko shall be provided and deemed to be properly given by the sender and received by Jinko if made by email to the following address: us.cs@jinkosolar.com.

[END OF LIMITED WARRANTY]