



# LIMITED WARRANTY

REV.AU20240726- linear for Australian and New Zealand market

Jinko Solar Import and Export Co., Ltd. or its affiliates (hereinafter referred to as “Jinko” ) generally provide the Warranties set forth herein to the original purchaser and its successors and permitted assigns (hereinafter referred to as “Customer” ) with respect to any solar photovoltaic module (hereinafter referred to as “Module” ) set forth herein sold by Jinko under purchase agreements signed on or after 26<sup>th</sup> July, 2024 subject to the terms and conditions herein (hereinafter referred to as “Limited Warranty” ). Jinko and Customer may hereinafter be referred to each as a “Party” and collectively as the “Parties” .

This Limited Warranty is only applicable to Modules sold and/or delivered to Australia and New Zealand.

Types of Modules covered by this Limited Warranty						
Series	Module Type	Limited Product Warranty Period (Years)	Limited Power Warranty Period (Years)	First Year Degradation Rate	Annual Degradation Rate	Pmin At The End Of Power Warranty Period
Tiger Neo	JKMxxxN-66HL4M-V	12	30	1.00%	0.40%	87.40%
Tiger Neo	JKMxxxN-66HL4M	12	30	1.00%	0.40%	87.40%
Tiger Neo	JKMxxxN-54HL4R-V	25	30	1.00%	0.40%	87.40%
Tiger Neo	JKMxxxN-54HL4R	25	30	1.00%	0.40%	87.40%
Tiger Neo	JKMxxxN-54HL4R-B	25	30	1.00%	0.40%	87.40%
Tiger Neo	JKMxxxN-72HL4-V	12	30	1.00%	0.40%	87.40%
Tiger Neo	JKMxxxN-72HL4	12	30	1.00%	0.40%	87.40%
Tiger Neo	JKMxxxN-60HL4-V	25	30	1.00%	0.40%	87.40%
Tiger Neo	JKMxxxN-60HL4	25	30	1.00%	0.40%	87.40%
Tiger Neo	JKMxxxN-54HL4-V	25	30	1.00%	0.40%	87.40%
Tiger Neo	JKMxxxN-54HL4	25	30	1.00%	0.40%	87.40%
Tiger Neo	JKMxxxN-54HL4-B	25	30	1.00%	0.40%	87.40%
Tiger Neo	JKMxxxN-78HL4-V	12	30	1.00%	0.40%	87.40%
Tiger Neo	JKMxxxN-78HL4	12	30	1.00%	0.40%	87.40%
Tiger Pro	JKMxxxM-72HL4-V	12	25	2.00%	0.55%	84.80%
Tiger Pro	JKMxxxM-72HL4	12	25	2.00%	0.55%	84.80%
Tiger Pro	JKMxxxM-60HL4-V	12	25	2.00%	0.55%	84.80%
Tiger Pro	JKMxxxM-60HL4	12	25	2.00%	0.55%	84.80%
Tiger Pro	JKMxxxM-54HL4-V	15	25	2.00%	0.55%	84.80%
Tiger Pro	JKMxxxM-54HL4	15	25	2.00%	0.55%	84.80%
Tiger N-type	JKMxxxN-6RL3-V (xxx=385W-410W)	20	30	1.00%	0.40%	87.40%
Tiger N-type	JKMxxxN-6RL3 (xxx=385W-410W)	20	30	1.00%	0.40%	87.40%
Tiger N-type	JKMxxxN-6RL3-V (xxx=415W)	25	30	1.00%	0.40%	87.40%
Tiger N-type	JKMxxxN-6RL3 (xxx=415W)	25	30	1.00%	0.40%	87.40%
Tiger N-type	JKMxxxN-6RL3-B	25	30	1.00%	0.40%	87.40%
Tiger N-type	JKMxxxN-6TL3-V (xxx=355W-375W)	20	30	1.00%	0.40%	87.40%
Tiger N-type	JKMxxxN-6TL3 (xxx=355W-375W)	20	30	1.00%	0.40%	87.40%
Tiger N-type	JKMxxxN-6TL3-B	25	30	1.00%	0.40%	87.40%
Tiger P-type	JKMxxxM-7RL3-V	12	25	2.00%	0.55%	84.80%
Tiger P-type	JKMxxxM-7RL3	12	25	2.00%	0.55%	84.80%

Table 1. Types of Modules covered by this Limited Warranty



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## 1. LIMITED WARRANTY

### 1.1 Definitions and Table Description

#### Actual Power Output.

Actual Power Output means the power output of the Module, expressed in Watts, measured at STC at a given point in time in a year after the Warranty Start Date, corrected for any measurement error, as per IEC 61215.

#### Annual Degradation Rate.

For each year after the first year following the Warranty Start Date until the end of the applicable Limited Power Warranty Period, Jinko warrants that the Degradation Rate of Modules shall not exceed the applicable Annual Degradation Rate set forth at Table 1 applicable for each Module Type.

#### Degradation Rate.

Degradation Rate means any positive amount calculated in accordance with the following formula, expressed as a percent:

$$\text{Degradation Rate} = (\text{Nominal Power Output} - \text{Actual Power Output}) / \text{Nominal Power Output} \times 100\%$$

#### First Year Degradation Rate.

In the first year following the Warranty Start Date, the applicable maximum Degradation Rate of Modules set forth at Table 1.

#### Nominal Power Output.

Nominal Power Output means the original manufactured nameplate specification of power in the Module (Maximum Power,  $P_{max}$ ), expressed in Watts, and measured at STC, excluding any specified positive tolerance.

#### Standard Test Conditions (STC).

① Air mass 1.5, ② Irradiance 1000W/m<sup>2</sup>, ③ Cell Temperature 25°C

#### Warranty Start Date.

Jinko provides the Limited Warranty set forth herein commencing upon the earlier of one of the following dates:

- A. The date which is one hundred and eighty (180) days following the Module manufacture date, as indicated by the serial number[*digit no. 7-11 (YYMDD)*] starting from the left side of the serial number, with the letter corresponding to the month as indicated in the table below for such Module.

letter	A	B	C	D	E	F	G	H	J	K	L	M
month	1	2	3	4	5	6	7	8	9	10	11	12

- B. Delivery date of a Module to the original purchaser thereof.



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**P<sub>1st year,%</sub>**•

**P<sub>1st year,%</sub>** represents the warranted Actual Power Output of Modules at the end of the first year following the Warranty Start Date.

$$P_{1st\ year,\%} = 100\% * (1 - \text{First Year Degradation Rate})$$

**P<sub>N year,%</sub>**•

**P<sub>N year,%</sub>** represents the warranted Actual Power Output of Modules at the end of a year (N) after the first year following the Warranty Start Date until the end of the applicable Limited Power Warranty Period as specified at Table 1.

$$P_{N\ year,\%} = 100\% * (1 - (\text{First Year Degradation Rate} + \text{Annual Degradation Rate} * (N-1))),$$

With  $N, 2 \leq N \leq \text{Limited Power Warranty Period}$

## 1.2 Limited Product Warranty

Beginning on the Warranty Start Date and for the Limited Product Warranty Period, Jinko warrants that the Module and its respective DC connectors and cables (hereinafter referred to as the "Products") will be free from material defects in workmanship which impair the performance of the Products. Material defects shall not include changes in appearance or normal wear and tear of the Products.

## 1.3 Limited Power Warranty

Beginning on Warranty Start Date and for the first year following the Warranty Start Date, Jinko warrants that the Degradation Rate of Modules shall not exceed the applicable First Year Degradation Rate; for each year after the first year, the Degradation Rate of Modules shall not exceed the applicable Annual Degradation Rate, as set forth at Table 1.

## 2. Warranty Claim and Remedies

### 2.1 Warranty Claim

- a) Any notice required or permitted under this Limited Warranty shall be in writing and deemed to be properly given by the Customer and received by the Jinko. Mailed notices and facsimile notices shall be addressed to the following address: +61 1300 326 182; +61 2 9893 1827, JINKO SOLAR AUSTRALIA HOLDINGS CO. PTY LTD. ATTN: Customer Care Department Level 2, 152 Marsden Street, Parramatta NSW 2150, as identified at <http://jinkosolar.com.au/after-sales-and-technical-service/>. Notices should be sent to [aus@jinkosolar.com](mailto:aus@jinkosolar.com). Contacts of Jinko Solar Co., Ltd. as following: Address: No.1, Lane 1466, Shenchang Road, Minhang District, Shanghai, China. [aus@jinkosolar.com](mailto:aus@jinkosolar.com), Postcode: 201106, Tel: +86-21-51808777, Fax: +86-21-51808600, can also be located at <https://www.jinkosolar.com/en/site/global>. Customer shall promptly provide contact information upon request. For the avoidance of doubt, e-mail alone shall not constitute valid notice pursuant to this Section 2.
- b) Customer shall bear the burden of establishing a breach of the Limited Product Warranty or



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Limited Power Warranty (collectively, "Warranties" ), and if Customer believes that there has been a breach of the Warranties, Customer shall promptly and no later than thirty (30) days via the after-sales online platform at <https://cs.jinkosolar.com> after knowledge thereof, provide notice to Jinko setting forth the following evidentiary documents or information related to the claim:

- 1) Identifying information of the claimant;
- 2) A detailed description of the claim;
- 3) Supporting materials including photos of affected modules or testing reports;
- 4) Serial number, types, and numbers of affected module;
- 5) Evidence of purchase of the affected Module and Warranty Start Date;
- 6) Initial installation location;
- 7) Other supplementary information required by Jinko; and
- 8) Upon request by Jinko, the actual Module(s) allegedly causing the breach.

In the event that Customer fails to notify Jinko and provide the relevant information of (1)-(8) as described above, Jinko is entitled to refuse to process the relevant claim without any liability.

- c) Jinko will review and evaluate alleged claims after receipt of the claim and full information as stipulated herein. If Jinko at its sole discretion considers it necessary, Jinko can request the Modules be shipped to the Independent Testing Lab for testing. In the event Customer returns the Modules without written consent from Jinko, the risks (including but not limited to damage and loss of the Modules) and expenses related to the Modules shall be borne by Customer.
- d) Notwithstanding anything to the contrary herein, Jinko shall be entitled, in Jinko' s sole discretion upon written notice to Customer, to require that any breach of the Warranties alleged by Customer be reviewed by TÜV Rheinland, TÜV SUD or other neutral third party testing laboratory selected by Jinko and approved by Customer, such approval not to be unreasonably withheld or delayed ( "Independent Testing Lab" ). The power measurement tolerance of any testing equipment utilized by any Independent Testing Lab in performing tests required by this Section 2.1 (d)] shall be disclosed in writing to both Parties prior to performance of any such tests and shall be reflected in any final test results provided by the Independent Testing Lab. The determination by an Independent Testing Lab as to whether a breach has occurred shall be final and conclusive with respect to the matters covered by such determination. In all measurements of Actual Power Output, the effect of test uncertainty needs to be considered as per IEC 61215.
- e) Jinko shall first bear reasonable testing costs incurred by the Independent Testing Lab pursuant to Section 2.1(d) hereto, including but not limited to shipping, testing services, and insurance. However, Customer shall promptly upon receipt of notice indemnify Jinko for all such costs on a dollar-for-dollar basis in the event that the Independent Testing Lab is unable to confirm a breach of the Warranties or, if no Independent Testing Lab was utilized, Customer is otherwise unable to establish a breach of the Warranties.
- f) Notwithstanding anything to the contrary in this Limited Warranty, Jinko shall not be liable to the successors and permitted assigns of the Limited Warranty for the portion of warranty



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benefits that arising from the similar root cause and has already been processed and/or enjoyed prior to the transfer of this Limited Warranty. For the avoidance of doubt, the benefits of the successors and permitted assigns of the Limited Warranty shall exclude the portion claimed by the previous Customer.

## 2.2 Remedies for Claims

### a) Remedies Option

In the event that the Module(s) breaches the Warranties, then Jinko shall, at its sole discretion, provide one of the following remedies:

- 1) Repair the defective Modules. In such case, Jinko shall prepare the repair project plan and carry out the repair project for the affected modules; or
- 2) Replace the defective Modules. In such case, the replacement modules' Actual Power Output shall be no less than the Theoretical Minimum Residual Warranty Power Output of the replaced Module(s)  
$$\text{Theoretical Minimum Residual Warranty Power Output} = \text{Nominal Power Output} * (1 - (\text{First Year Degradation Rate} + \text{Annual Degradation Rate} * (N-1)))$$
*Note: year N,  $0 \leq N \leq \text{Limited Power Warranty Period}$ , or*
- 3) Refund the **Residual Value** of the defective modules or refund the **Value Equivalent of the Output Gap** (Gap between the Theoretical Minimum Residual Warranty Power Output and the Actual Power Output of the defective Module(s))

$$\text{Residual Value} = \text{Current Price (price-per-watt)} * \text{Nominal Power Output} * (\text{Left-over Limited Power Warranty Period} / \text{Limited Power Warranty Period})$$

$$\text{Value Equivalent of Output Gap} = \text{Current Price (price-per-watt)} * (\text{Theoretical Minimum Residual Warranty Power Output} - \text{Actual Power Output})$$

*The Current Price (price-per-watt) is determined by Jinko, or*

- 4) Provide additional Module(s) to compensate for the power output loss for any Module which causes a breach of the Warranties.

### b) Remedies Description

Unless otherwise agreed in writing, additional, repaired or replacement Modules shall be delivered to the same destination and on the same INCOTERMS 2020 delivery basis that the original Module causing breach of the Warranties was delivered under the purchase agreement to which this Limited Warranty applies. Replaced Modules received by Jinko pursuant to Section 2.2 shall be the sole property of Jinko. Jinko shall be solely responsible for all shipping costs incurred performing its additional supply, repair or replacement obligations under this Section 2.2(b). For avoidance of doubt, it is expressly stated here that



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any costs incurred due to dismantling, repacking, installation or re-installation the Module(s) and other related expenses shall be borne by the Customer. Additional or 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 supply or replacement, based on the warranted degradation rates set forth at Section 1 hereto. Notwithstanding the foregoing, if Jinko no longer supplies Modules meeting the foregoing criteria, then additional or replacement Modules provided under this Section 2.2(b) shall be those Modules then supplied by Jinko most substantially meeting the foregoing criteria. Jinko's performance of any repair, replacement or additional supply pursuant to this Section 2.2(b) shall not extend the term of any Warranties.

Unless otherwise agreed upon in the underlying purchase agreement, Customer shall dispose of out-of-use Module (s) in accordance with applicable regulations on electronic waste treatment and disposal at its own cost and the same shall not be reworked, re-sold or re-used in any way. If Jinko determines to retrieve such Modules, the ownership of same is deemed to belong to Jinko, and Jinko shall bear the transportation costs related with delivery of the Module(s) from their original place to the destination location designated by Jinko.

### c) Exclusions

This Limited Warranty is subject to the exclusions set forth in this Section 2.2(c). The Warranties shall not apply to any Module or Products which have been:

- 1) Altered, repaired or modified without the prior written consent of Jinko or otherwise inconsistent with Jinko's written instructions; or
- 2) Used in a manner inconsistent with the version of Jinko Installation Manual available at [jinkosolar.com.au](http://jinkosolar.com.au) on the date the Module is manufactured; or
- 3) 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; or
- 4) Subject to misuse, abuse, neglect, or accident except as may be caused by Jinko in the course of storage, transportation, handling, installation, application, use or service; or
- 5) Subject to power surges, lightning, floods, fires, natural disasters and other force majeure or module damage due to war, tampering, vandalism, accidental breakage, or other events beyond Jinko's control, resulting in material damages to the Module; or
- 6) Installed on mobile platforms (other than single or dual-axis trackers) or in a marine environment; or
- 7) Subject to direct contact with corrosive agents or salt water, pest damage, or malfunctioning PV system components; or
- 8) Exposure to voltage in excess to the maximum system voltage or power surges; or
- 9) Use of the Products in such a manner as to infringe Jinko's or any third party's intellectual property rights (including but not limited to patents, trademarks, etc.).

The Warranties shall not apply to any Module (and/or Product if applicable) for which the labels thereon indicating type or serial number have been altered, removed or made illegible.



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The Warranties shall not apply to any Module and Product for which full and final payment has not been received by Jinko or for Modules which are purchased through unauthorized sales channels or for Modules which are not genuine and are found to be counterfeit.

The Warranties only apply to Modules (and/or Products, if applicable) that remain within the original sales region where the Modules were delivered under the original purchase agreement between Jinko and Customer. The Warranties shall not apply to any Module (and/or Product, if applicable) that has been relocated outside of the original sales region.

### 3. LIMITS OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LIMITED WARRANTY, IT IS CLARIFIED THAT THE BENEFITS TO THE CUSTOMER (WHO MATCHES THE DEFINITION OF A CONSUMER/CUSTOMER UNDER AUSTRALIAN CONSUMER LAWS OR NEW ZEALAND CONSUMER LAW AS APPLICABLE) UNDER THIS LIMITED WARRANTY SHALL BE IN ADDITION TO THE RIGHTS AND REMEDIES TO THE CUSTOMER UNDER A LAW IN RELATION TO THE GOODS TO WHICH THIS LIMITED WARRANTY RELATES. FURTHER, SAVE AND EXCEPT AS PROVIDED HEREIN ABOVE, 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 CUSTOMERS 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, CUSTOMS, IMPORT DUTIES, EXPORT DUTIES, TAXES, 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 (EXCEPT AS EXPRESSLY PROVIDED HEREIN), 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.

FURTHER, NOTWITHSTANDING THE ABOVE, THE BELOW STATEMENT APPLIES TO CUSTOMERS WHO MATCHES THE DEFINITION OF CUSTOMERS UNDER THE AUSTRALIAN CONSUMER LAW:

“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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### STATUTORY RIGHTS IN NEW ZEALAND:

JINKO PRODUCTS COME WITH CONSUMER GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE NZ CONSUMER GUARANTEE ACT (CGA) 1993. WHERE THE CUSTOMER IS DEFINED AS A CONSUMER UNDER THE ACT, THE CUSTOMER HAS A RIGHT OF REDRESS AGAINST JINKO IN ACCORDANCE WITH NZ CGA 1993 IN RESPECT OF THE FAILURE OF A PRODUCT TO COMPLY WITH A GUARANTEE, THE CONSUMER MAY EXERCISE THE FOLLOWING REMEDIES:

(I) WHERE THE FAILURE CANNOT BE REMEDIED OR IS OF A SUBSTANTIAL CHARACTER WITHIN THE MEANING OF SECTION 21 OF NZ CGA 1993, THE CONSUMER MAY REJECT THE PRODUCT (EXCEPT IN THE SCENARIO AS PROVIDED IN SECTION 20 OF THE CONSUMER GUARANTEES ACT, 1993) AND CHOOSE TO EITHER GET A REFUND OF ANY MONEY PAID IN RESPECT OF THE REJECTED GOODS OR GOODS OF THE SAME TYPE AND OF SIMILAR VALUE TO REPLACE THE REJECTED GOODS (WHERE SUCH GOODS ARE REASONABLY AVAILABLE TO JINKO AS A PART OF ITS STOCK) FOR THE DEFECTIVE PRODUCT OR OBTAIN FROM JINKO DAMAGES IN COMPENSATION FOR ANY REDUCTION IN VALUE OF THE PRODUCT BELOW THE PRICE PAID OR PAYABLE BY THE CONSUMER FOR THE DEFECTIVE PRODUCT.

(II) WHERE JINKO DOES NOT REMEDY THE FAILURE WITHIN A REASONABLE TIME, THE CONSUMER MIGHT HAVE THE FAILURE REMEDIED ELSEWHERE AND OBTAIN FROM JINKO ALL REASONABLE COSTS INCURRED IN HAVING THE FAILURE REMEDIED OR MIGHT REJECT THE (EXCEPT IN THE SCENARIO AS PROVIDED IN SECTION 20 OF THE CONSUMER GUARANTEES ACT, 1993) DEFECTIVE PRODUCT AND CHOOSE TO EITHER GET A REFUND OF ANY MONEY PAID IN RESPECT OF THE REJECTED GOODS OR GOODS OF THE SAME TYPE AND OF SIMILAR VALUE TO REPLACE THE REJECTED GOODS (WHERE SUCH GOODS ARE REASONABLY AVAILABLE TO JINKO AS A PART OF ITS STOCK) FOR THE DEFECTIVE PRODUCT.

(III) IN ADDITION TO THE REMEDIES SET OUT ABOVE, THE CONSUMER MAY OBTAIN FROM JINKO DAMAGES FOR ANY LOSS OR DAMAGE TO THE CONSUMER RESULTING FROM THE FAILURE (OTHER THAN LOSS OR DAMAGE THROUGH REDUCTION IN VALUE OF THE DEFECTIVE PRODUCT) WHICH WAS REASONABLY FORESEEABLE AS LIABLE TO RESULT FROM THE FAILURE.

TO THE EXTENT THE PRODUCT IS ACQUIRED FOR BUSINESS NEEDS, JINKO LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE STANDARD TERMS OF THE WARRANTY

ANY WARRANTY GIVEN TO THE CUSTOMER IN RELATION TO JINKO PRODUCTS BY A NZ DEALER OR NZ ONSELLER (OTHER THAN THE WARRANTY PROVIDED IN THIS WARRANTY POLICY) IS NOT JINKO WARRANTY AND IS FULL RESPONSIBILITY OF THE PROVIDER. JINKO WILL NOT ACCEPT CLAIMS UNDER ANY SUCH WARRANTY AND WILL NOT BE LIABLE TO THE PURCHASER OR ANY THIRD PARTY WITH RESPECT TO ANY SUCH WARRANTY.

## 4. ASSIGNMENT

Notwithstanding anything to the contrary herein, this Limited Warranty is for the sole and





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exclusive benefit of Customer and there are no third party beneficiaries hereof; provided, however, subject to written notice to Jinko and Jinko's receipt of full and final payment for the Modules, this entire Limited Warranty may be assigned in whole but not in part to any person or entity. Any permitted assignee of this Limited Warranty shall execute such agreements as may reasonably be requested by Jinko to confirm the applicability of any term hereof as a condition to assignment.

### 5. LAW AND FORUM

Any dispute related to or arising out of this Limited Warranty, including without limitation any question regarding its existence, validity, breach, or termination, shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the purchase agreement between the original purchaser and Jinko. As a condition to any obligation of Jinko hereunder, Jinko may require any Customer seeking to enforce this Limited Warranty to execute such additional agreements as may reasonably be required to enforce the terms of this Section 5.

### 6. 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.

### 7. SEVERABILITY

If one or more provisions of this Limited Warranty are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, 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 this Limited Warranty shall be enforceable in accordance with its terms.

### 8. MISCELLANEOUS

The terms of this Limited Warranty are conditioned upon their incorporation in a contractual agreement between Jinko and Customer, and when incorporated to such contractual agreement, this Limited Warranty shall be subject to the terms thereof and subject to modification when incorporated therein. Jinko reserves the right to modify or update this Limited Warranty at any time, with or without notice.

**[END OF LIMITED WARRANTY]**