

# STANDARD LIMITED WARRANTY TERMS



## The product model name applicable to this warranty is:

**a) 1P single-AXIS TRACKER STRUCTURE**

**b) 2P single-AXIS TRACKER STRUCTURE**

Based on the tracker models listed above, the AKCOME warranty for the performance of the single-axis tracker structure starts as follows (starting from the earlier one)

- (i) From the date the goods leave the factory or arrive at the port or from the date the goods are received at the project site (the date of goods acceptance).
- (ii) From the date the acceptance certificate is provided.
- (iii) From the date of site installation of the structure.

## **1 LIMITED PRODUCT WARRANTY**

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- **FIVE (5)-YEAR REPAIR, REPLACEMENT OR REFUND REMEDY FOR THE WHOLE TRACKING SYSTEM.**
- **TEN (10)-YEAR REPAIR, REPLACEMENT OR REFUND REMEDY FOR STRUCTURAL COMPONENTS ONLY.**
- **TEN (10)-YEAR REPAIR OR REFUND REMEDY FOR STRUCTURAL COMPONENTS CORROSION PROTECTION PER THE CORROSION LEVEL OF ISO 9223 STANDARD DEFINED IN SALES CONTRACT OR ITS RELATED ANNEXES OF THE CORROSION SPEED AND TECHNICAL SPECIFICATIONS.**

AKCOME warrants its TRACKER(s) to be free from defects in materials and workmanship under normal application, installation, use and service conditions. If TRACKER(s) fail to conform to this warranty, during the period of five (5) years from the WARRANTY STARTING DATE, AKCOME will, at its option, either repair or replace the whole TRACKER(s) or the specific component of the TRACKER that has failed, or refund to the then current market price of the problematic TRACKER(s) or the failed components.

If structural components, which comprise all steel structure parts and bearings, fail to conform to this warranty, during the period of ten (10) years from the WARRANTY STARTING DATE, AKCOME will, at its option, either repair or replace the specific component of the TRACKER that has failed, or refund the then current market price of the problematic components.

AKCOME hereby confirms that the warranty terms for tracker projects are valid for the design of tracker system and structures designed by AKCOME. AKCOME warrants that the proposed design has been engineered taking into consideration the technical requirements provided by the customer such as corrosion class, wind speed, structural calculations and so on.

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.

## 2 EXCLUSIONS AND LIMITATIONS

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

**b) The “Limited Product Warranty” does not apply to the following cases:**

- i. Batteries: if any, supplied by AKCOME as part of a TRACKER assembly, shall have a warranty period of two (2) years.
- ii. TRACKER components which in AKCOME’s absolute judgment have been subjected to:
  - Misuse, abuse, neglect or accident;
  - Alteration, improper installation or usage;
  - Non-observance of AKCOME’s installation and maintenance instructions;
  - Repair or modifications by someone other than an approved service technician of AKCOME;
  - Force majeure, like war, strike, riot, crime, Act of God (hurricane, flood, earthquake, volcanic eruption, etc.), lightning, power failure surges, fire, accidental breakage, snow damage, or other events outside AKCOME’s control.

**c) The “Limited Product Warranty” does not cover:**

- i. Any transportation costs incurred to return any of the TRACKER components or for shipments of any repaired or replaced TRACKER(s) or components;
- ii. Cost associated with installation, removal or reinstallation of the TRACKER(s) or components;
- iii. Cost of customs clearance and any other costs for return of the TRACKER(s) or components.

**d) Warranty claims will not be honored if the type or serial number of the TRACKER(s) has been altered, removed or made illegible.**

## 3 LIMITATION OF WARRANTY SCOPE

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This “Limited Warranty for Horizontal Single Axis Solar Tracker” 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 purpose, use or application, and all other obligations or liabilities on the part of AKCOME, unless such other liabilities and obligations are expressly agreed to in writing, signed and approved by AKCOME. Some jurisdictions limit or do not permit disclaimers of warranty, so this provision may not apply to the CUSTOMER.

To the maximum extent permitted by applicable law, AKCOME hereby disclaims, and 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 any of its products or their use. To the maximum extent permitted by applicable law, under no circumstances shall AKCOME be liable to the CUSTOMER, or to any third party claiming through or under the CUSTOMER, for any loss of use, equipment downtime, profit loss, or for any incidental, consequential or special damages of any kind, howsoever arising, related to the products, even if AKCOME has been advised of the possibility of such damages. To the maximum extent permitted by applicable law, AKCOME's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price paid to AKCOME by the CUSTOMER for the product furnished that gave rise to the warranty claim.

The rights and limitations herein shall leave unaffected any legal rights existing under mandatory applicable laws.

## 4 CLAIMING WARRANTY

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If the CUSTOMER has a justified claim covered by this “Limited Warranty for Horizontal Single Axis Solar Tracker”, an immediate notification directly to AKCOME shall be filed by mailing a registered letter in writing to the address of AKCOME listed hereunder, and, sending an email to the email account of AKCOME listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the TRACKER(s) and the date on which the TRACKER(s) have been purchased. An invoice with clear indication of the purchase date, purchase price, tracker type, stamp or signature of AKCOME or its distributors should also be submitted as part of the evidence.

Upon receipt of such written claim, AKCOME may in its sole discretion seek further verification of the CUSTOMER's claim of a breach of limited warranty. Without limiting the foregoing, the CUSTOMER will return defective or allegedly-defective TRACKER(s) or the specific component of the TRACKER(s) that has failed to AKCOME at the CUSTOMER's expense and in accordance with written authorization and return packaging and shipping instructions from AKCOME. The return of any TRACKER(s) or any specific component of the TRACKER(s) will not be accepted by AKCOME unless prior written authorization has been given by AKCOME and CUSTOMER has complied with the packaging and shipping instructions provided by AKCOME. If AKCOME verifies in its reasonable judgment that a TRACKER does not comply with the limited warranty set forth above, then AKCOME, at its sole option, will either repair the affected TRACKER or the specific component of the TRACKER that has failed and return it to the CUSTOMER at the CUSTOMER's expense, or provide a new TRACKER or the specific component of the TRACKER that has failed to the CUSTOMER at the CUSTOMER's expense, or refund a reasonable pro-rata portion of the amount paid by the CUSTOMER for the affected TRACKER. The foregoing remedies state AKCOME's sole and exclusive obligation and the AKCOME's sole and exclusive remedy for a breach of the foregoing limited warranty.

## **5 SEVERABILITY**

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If a part, provision or clause of this "Limited Warranty for Horizontal Single Axis Solar Tracker", 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 Warranty for Horizontal Single Axis Solar Tracker", and to this end such other parts, provisions, clauses or applications of this "Limited Warranty for Horizontal Single Axis Solar Tracker" shall be treated as severable.

## **6 DISPUTES**

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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 by the losing party, unless otherwise awarded. Except as expressly set forth above; AKCOME and its subsidiaries make no representation or warranty of any kind whatsoever, whether express or implied, including but not limited to any warranty of merchantability, fitness for particular purpose or non-infringement. To the fullest extent permitted at law, under no circumstances will AKCOME and its subsidiaries be liable for any special, punitive, incidental or consequential damages, including but not limited to loss of profit, arising, directly or indirectly, from the sales or use of any TRACKER(s), whether claim is based on warranty, contract, negligence, strict liability or otherwise. Under no circumstances shall the liability for non-conforming TRACKER(s) exceed the purchase price paid to AKCOME and its subsidiaries for the particular TRACKER(s) involved, plus reasonable shipping expenses. The rights and limitations herein shall leave unaffected any legal rights existing under mandatory applicable laws.

## **7** VARIOUS

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The repair or replacement of the TRACKER(s) or any specific component of the TRACKER(s) or the supply of additional TRACKER(s) does not cause the beginning of new warranty terms, nor shall the original terms of this “Limited Warranty for Horizontal Single Axis Solar Tracker” be extended, except were expressly set by applicable law. Any replaced TRACKER(s) or component of TRACKER(s) shall become the property of AKCOME made for their disposal. AKCOME has the right to deliver another type (different in size, color, shape and/or other format) in case AKCOME has discontinued producing the problematic TRACKER(s) or component of TRACKER(s) at the time of claim.

## **8** WARRANTY TRANSFER

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This “Limited Warranty for Horizontal Single Axis Solar Tracker” is transferable when the product remains installed in its original installation location.

## 9 FORCE MAJEURE

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AKCOME 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 Warranty for Horizontal Single Axis Solar Tracker", due to Acts of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of AKCOME. In such cases, performance by AKCOME of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

## 10 VALIDITY

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This "Limited Warranty for Horizontal Single Axis Solar Tracker" is valid for all TRACKER(s) dispatched to outside of China from AKCOME's factories between 1st January 2021 and 31st December 2021. This "Limited Warranty for Horizontal Single Axis Solar Tracker" will become null and void if the TRACKER is not installed at the location specified in the sales agreement/contract or transferred and reinstalled from the original installation site without written permission from AKCOME. All CUSTOMER(s), direct and indirect, are hereby notified of such potential nullification.

This "Limited Warranty for Horizontal Single Axis Solar Tracker" may only be modified upon written approval of AKCOME's authorized representative. If any modified warranty or quality guarantee or equivalent terms are issued to CUSTOMER in sales agreement/contract, then this "Limited Warranty for Horizontal Single Axis Solar Tracker" will become invalid and unenforceable. Any verbal representations intended to modify any AKCOME's warranties shall be invalid and unenforceable.



**Akcome Metals Technology (Suzhou) Co.,Ltd.**

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