

## **LIMITED WARRANTY STATEMENT FOR T4 PV CONNECTORS AND THEIR DERIVATES**

Effective April 20<sup>th</sup> 2021.

This Limited Warranty Statement shall be applied to Products sold to and installed in non-P.R. China areas.

### **WARRANTY SCOPE, PERIOD, AND EXCEPTIONS**

Subject to the exclusions contained below, Changshu Tlian Co., Ltd. ("Tlian") warrants to the customer that the T4 PV connectors and their derivative products (T4 Jumpers cables, T4 Extension cables, cable harnesses with T4 connectors) shall be free from defects in materials and workmanship that have an effect on their functionality under normal application, installation, use and service conditions as specified in Tlian's standard product documentation.

The warranty covers any manufacturing defects or defects in materials from the date of the product installation or forty-five (45) days after product delivery by Tlian to the Buyer (whichever earlier date shall be applied), and where such products are used under normal operating and maintenance conditions for a period of 12 months for all products. Except for the warranty of the technical characteristics and specifications of the product pursuant to the commercial documentation of Tlian, Tlian does not warrant any performance or result of the product in connection or combination with other products or when installed or fixed on a panel or when being part of a system. To invoke the provisions of the warranty, the customer must notify Tlian, in writing and within the above stated warranty period, of the defects allegedly found in the products and provide proof thereof. The customer must facilitate the assessment of these defects. The customer shall not, without the prior written consent of Tlian, carry out any repair or removal himself or arrange for doing so by a third party.

Under the terms of warranty Tlian may, at its sole discretion, choose whether to supply new products (of the same type if still available), repair or replace the products, ex works, all the products covered by the warranty and found to be defective by Tlian. Tlian shall not be liable to pay any compensation for any reason whatsoever and in particular for any loss or damage of any kind (physical, material or financial loss in relation to the [allegedly] defective products, loss of business, loss of revenue or loss of reputation, etc.). Repairs or replacements made under the terms of warranty shall not extend the warranty period. Parts replaced during the warranty period shall be returned to Tlian and shall become property of Tlian. The limited warranties set forth herein DO NOT apply to any products or conditions resulting from:

- any assembly or installation or use of the products that is not done by a professional electrician and/or does not comply with Tlian's installation manual, instructions or specifications (documentation, operating and assembly instructions, special recommendations, etc.) or professional standards,
- abnormal use of the products, defective or unsuitable maintenance, negligence or any use other than the use for which the products were intended,
- materials supplied (or design imposed) by the customer, or from servicing or maintenance performed on the products by third parties not expressly authorized by Tlian,
- acts of God or force majeure as well as defects and consequences thereof resulting from normal wear and tear of the Product,
- a non-Tlian product being used, assembled with or integrated into a Tlian product (unless so expressly agreed by Tlian). Tlian does not accept any liability from any such combination.

### **NOT INDEPENDENT WARRANTIES**

The Buyer has the right to pursue claims under each of the warranties set forth above, provided that if claims arise under multiple limited warranties from a single defect, then if Tlian remedies that defect as set forth above,

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Tlian shall be deemed to have resolved all applicable warranty claims arising from that defect.

## **DISCLAIMERS**

The Limited Warranties set forth herein are in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose or application, and all other obligations on the part of Tlian unless such other warranties and obligations are agreed to in writing by Tlian. Some jurisdictions limit or do not permit disclaimers of warranty, so this provision may not apply to the buyer in such jurisdictions.

## **LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, Tlian 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 Tlian be liable to the buyer, or to any third party claiming through or under the buyer, for any lost profits, loss of use, or equipment downtime, or for any incidental, consequential or special damages of any kind, howsoever arising, related to the products, even if Tlian has been advised of the possibility of such damages. To the maximum extent permitted by applicable law, Tlian's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price paid to Tlian by the buyer for the product in the case of a warranty claim. The buyer acknowledges that the foregoing limitations of liability are an essential element of the agreement between the parties and that in the absence of such limitations the purchase price of the products would be substantially different.

## **DISPUTE RESOLUTION**

In case of any dispute related to warranty claims, such dispute shall be referred to and finally resolved according to the governing law clauses and dispute resolution procedures under the purchase agreement between the Buyer and Tlian.