



晶硅光伏组件有限质保书

LIMITED WARRANTY FOR CRYSTALLINE PV MODULES



安徽旭合新能源科技有限公司

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旭日东升·合作共赢

安徽旭合新能源科技有限公司(以下简称“旭合科技”)对旭合科技晶硅光伏组件(以下简称“产品”或“组件”)的购买者(以下简称:“客户”)提供有限质保承诺。除非双方另有书面约定,本质保书适用于发布日后生产或销售的旭合科技光伏组件产品。本质保书的有限质保条款如下:

Solar N Plus New Energy Technology Co., LTD. (hereafter “Solar N Plus”) provides the limited warranty to purchasers (hereafter “Customer”) of SolarPlus Crystalline PV modules(hereafter “Modules” or “Products”). Unless otherwise agreed in writing by the parties, the Limited Warranty shall apply to Solar N Plus Crystalline PV modules manufactured or supplied after the Publish Date specified herein, the terms of the Limited Warranty are as follows:

1. 产品有限质保 Limited Product Warranty

基于本质保书第3条约定的例外和限制条款,旭合科技保证其组件在正常应用、操作、使用、安装和维护条件下:从产品交付至直接购买客户之日或者组件出厂6个月期限届满之日(以两者中较早的日期为准)(以下简称“质保起始日”)起12年内(以下简称“产品有限质保期”),不会出现足以影响组件性能的材料和/或工艺原因导致的产品缺陷问题。组件如在上述产品有限质保期内出现足以影响组件性能的材料和/或工艺缺陷,旭合科技将根据产品缺陷问题的类型,自行决定从以下救济措施中选择一种执行:①修理缺陷组件,或②为缺陷组件补发新的组件或其零部件,或③补偿索赔时缺陷组件的质保功率对应的合理市场价值(以下单独或统称为“产品有限质保”)。

Subject to the Exclusions and Limitations in Clause 3 herein, Solar N Plus warrants its Products, to be free from defects in materials and workmanship that will influence the performance of the Products, under normal application operation, use, installation, and maintenance, within a period of 12years ("Limited Warranty Period")from the delivery date to the direct Customer or 6 months after the modules are shipped out of the production plant, whichever date is earlier("Warranty Start Date"). If the Product is found defective in material and/or workmanship, Solar N Plus will according to the types of such deficiency, at its sole discretion, decide to select one of the remedies set forth hereunder. ①Repair the defective products, or ②Deliver replacement products for the defective products, or ③Compensate the fair market value of warranted wattages for defective products assessed at the time of claim(hereafter individually or collectively "Limited Product Warranty").

对于有材料和/或工艺缺陷问题的组件,本条约定的产品有限质保为产品有限质保期内旭合科技对其产品向客户的唯一补偿办法,超过产品有限质保期的索赔无效。除非本质保书第5条质保权益转让另有约定,旭合科技仅对其组件的直接购买客户提供产品有限质保。本有限产品质保条款不针对组件额定功率输出方面,对于功率输出的保证其将在下文条款2中专门阐述(“有限峰值功率质保-有限补偿”)。

The remedies set forth above are the only and exclusive remedies provided by Solar N Plus for Products defective in material and/or workmanship within Limited Warranty Period, and any claim exceeding Limited Warranty Period shall be rejected and void. Unless otherwise stipulated in Clause 5 Warranty Assignment, remedies will be offered to the Customer only which directly purchased the Products from Solar N Plus. This Limited Warranty for Crystalline PV Modules does not warrant a specific power output which shall be exclusively covered under Clause 2 hereinafter ("Limited Peak Power Warranty-Limited Remedy").

2. 有限峰值功率质保 Limited Peak Power Warranty

基于本质保书第3条约定的例外和限制条款,旭合科技承诺自质保起始日起:

Subject to the Exclusions and Limitations in clause 3 herein, Solar N Plus warrants that from the Warranty Start Date:

2.1 单面系列 Monofacial Series

1)P型组件:第一年内实际功率输出不低于铭牌功率的98%;接下来的第2到25年,每年实际功率的衰减不超过0.55%;至第25年底,实际功率输出不低于铭牌功率的84.8%。

For P-type Products: the actual power output will be no less than 98% of the nominal power output within the first year, and from the 2nd year to the 25th year, the actual power output will decline annually by no more than 0.55%; by the end of the 25th year, the actual power output will be no less than 84.8% of the nominal power output.

2)N型组件:第一年内实际功率输出不低于铭牌功率的99%;接下来的第2到30年,每年实际功率的衰减不超过0.4%;至第30年底,实际功率输出不低于铭牌功率的87.4%。

For N-type Products: the actual power output will be no less than 99% of the nominal power output within the first year, and from the 2nd year to the 30th year, the actual power output will decline any by no more than 0.4%; by the end of the 30th year, the actual power output will be no less than 87.4% of the nominal power output.

2.2 双面系列 Bifacial Series

1)P型组件:第一年内实际功率输出不低于铭牌功率的98%;接下来的第2到30年,每年实际功率的衰减不超过0.45%;至第30年底,实际功率输出不低于铭牌功率的84.95%。

For P-type Products: the actual power output will be no less than 98% of the nominal power output within the first year, and from the 2nd year to the 30th year, the actual power output will decline annually by no more than 0.45%; by the end of the 30th year, the actual power output will be no less than 84.95% of the nominal power output.

2)N型组件:第一年内实际功率输出不低于铭牌功率的99%;接下来的第2到30年,每年实际功率的衰减不超过0.4%;至第30年底,实际功率输出不低于铭牌功率的87.4%。

For N-type Products: the actual power output will be no less than 99% of the nominal power output within the first year, and from the 2nd year to the 30th year, the actual power output will decline annually by no more than 0.4%; by the end of the 30th year, the actual power output will be no less than 87.4% of the nominal power output.

为避免疑义,本项有限功率质保仅适用于正面发电。

For the avoidance of doubt, this limited performance warranty shall apply only to the actual power output of the front-side of the modules.

若经旭合科技工厂测试设备或者双方共同认可的第三方测试机构测得组件确实存在超过上述功率保证值的情况,且经旭合科技(拥有唯一且完全决定权)确定原因为材料和/或工艺因素影响,客户有权对组件在此有限质保下提出索赔,旭合科技将自主决定从以下救济措施中选择一种执行:1)补发组件以补足缺陷组件的质保功率损失,或者2)修理功率不足的组件,或者3)按照索赔时产品实际输出功率与质保功率之间差值对应的合理市场价值赔偿。

Provided that Solar N Plus facility or the third party testing institute recognized by both sides tests and recognizes such loss in power described above, and Solar N Plus (at its sole and absolute discretion)determines that loss in power arises out of the defects in material and/or workmanship, Customer is eligible for claim under this Limited Warranty for Crystalline PV Modules. Solar N Plus will, at its sole discretion, select one of the following remedies:1)providing replacement modules to the Customer to make up for such loss in power, or 2)by repairing the defective modules, or 3)by compensating the Customer an amount equal to the fair market value of the wattage difference between the actually measured power output wattages and the warranted wattages at the time of first filing the warranty claim.

本质保书第2条约定的补偿措施为旭合科技对产品“有限峰值功率质保—有限补偿”唯一的补偿办法。

The remedies set forth in this Clause 2 shall be the sole and exclusive remedies for Products provided under the "Limited Peak Power Warranty-Limited Remedy".

注意:实际输出功率只能在标准测试条件下(标准测试条件STC: AM 1.5,光辐照强度1000W/m², 电池温度25°C)测量,因为不同的测量设备,上述提及的任何功率测试方法均应按照IEC60904标准要求执行且允许±3%的不确定度测试偏差,即测量数据范围内应认为符合功率保证值。

Attention: The actual power output is to be measured under Standard Testing Conditions(STC, defined as:(a)light spectrum of AM 1.5,(b)an irradiation of 1000 W/m²,(c)a cell temperature of 25°C at right angle irradiation).Any power measurement mentioned herein shall be carried out in accordance with IEC 60904 and subjected to-an allowance of power measurement deviation of±3%.Any measured data within±3% deviation shall be regarded as compliant with the power.

3.例外和限制条款 Warranty Exclusions and Limitations

1) 在任何情况下,所有质保索赔要求必须在相应的质保期内按照条款4所列明步骤提出。

In any event, all warranty claims must be filed in accordance with the instructions outlined in Clause 4 of this Limited Warranty for Crystalline PV Modules, within the applicable warranty period.

2) 若任何组件发生或符合以下任一情形,本质保书项下的有限质保条款将不适用:

The Limited Warranty for Crystalline PV Modules does not apply to modules which have or fit any of the following events:

• 误用, 滥用, 疏漏或者事故;

Misuse, abuse, neglect or accident;

• 替换, 拆解, 重装, 且/或安装使用不当;

Alteration, disassemble, reinstallation, and/or improper installation or application;

• 没有遵循组件安装地法律法规及旭合科技安装使用和维护说明手册;

Non-observance of local laws and regulations where the Products installed and/or non-observance of Solar N Plus 's installation and maintenance manual or instructions;

• 不是由旭合科技授权或者认可的技术服务人员进行维修或改装;

Repair or modifications by persons that have not been previously authorized or approved by Solar N Plus;

• 由产品周边设备所导致的故障;

Failures caused by surrounding equipment of the Products;

• 在非正常的条件如极热或高腐蚀性环境中使用或超过产品规格书和安装说明书所规定的使用条件范围的环境下使用;

Use under unusual conditions or environments(such as extreme heat or corrosion)that deviate from the product specifications and installation manual;

• 安装于可移动的平台(光伏跟踪系统除外)或暴露在海洋环境中;

Installation on the mobile platforms(except for PV tracking systems)or exposed to the marine environment;

• 产品的使用与太阳能发电不相关;

Use of Products for purposes unrelated to the generation of solar power;

• 在无旭合科技提前许可下,将产品与其他供应商的光伏组件或者与旭合科技其他不同型号或不同功率输出的组件相连;

Connection with any other manufacturer's PV modules, or Solar N Plus Products that are a different model or have different power output specifications without Solar N Plus 's approval in advance;

• 组件交付客户之后,由于违反正常运输或者仓储条件或者旭合科技指定的运输和仓储规则等而导致的缺陷;

Defects occurring during transportation or storage in violation of usual transportation or storage rules or such specified by Solar N Plus, after the modules have been delivered to the Customer;

• 产品相关的订单或销售合同项下货款未结清;

Customer's failure to make full payments of the Products under the purchase order or any sale and purchase agreement;

• 以侵犯旭合科技或任何第三方知识产权(包括但不限于专利权、商标权等)的方式使用产品;

Use the Products in a way that infringes Solar N Plus's or any other third party's intellectual property rights(including but not limited to patent rights, trademark rights, etc.);

• 改变、移除组件的型号或者序列号,或者组件的型号或者序列号难以辨认;

Any alteration, removal or illegibility of the type or serial number of the Products;

• 自旭合科技发货后,所产生的对功率输出或机械结构强度未造成影响的自然轻微划痕、污渍、机械磨损、锈蚀、降解、变色或其他外观变化,不仅限于以下在质保期内的外观变化:

Naturally occurring scratches, stains, mechanical wear, rust, degradation, discoloring, or other alteration occurring after the shipment from Solar N Plus that have no effect on the power generation performance or mechanical strength of the module, but not limited to the below visual alteration during the related warranty period:

① 非严重的层压件部分褪色；

Non-significant discoloration of laminate;

② 非严重的玻璃透光度降低；

Non-significant loss of glass transparency;

③ 非严重的组件表面粗糙程度增加；

Non-significant increase of surface roughness

④ 因环境影响而导致的非严重的边框损坏；

Non-significant frame damage due to environmental stress;

⑤ 因环境压力或腐蚀原因而导致的非严重的接线盒损坏；

Non-significant damage of junction box due to environmental stress or indication of corrosion;

⑥ 因环境压力或腐蚀原因而导致的非严重的线缆和连接器的损坏；

Non-significant damage of connectors and cables due to environmental stress or indication of corrosion;

⑦ 因环境压力而导致的非严重的边框固定处损坏。

Non-significant damage of frame fixation due to environmental stress.

• 将产品投入流通时的通常科学技术水平尚不能发现缺陷的存在的；

Circumstance that the defect claimed cannot be discovered, found or detected according to the usual technology level when Products entered into circulation;

• 停电浪涌、洪水、火灾、意外破损,或其他自然力量、不可抗力因素或旭合科技可控范围之外的不可预见事件导致事故。

Power failure surges, flood, fire, accidental breakage or other events caused by force of nature, force majeure, or other unforeseeable circumstances outside the range of influence of Solar N Plus.

3) 旭合科技承诺承担因其质保责任对缺陷产品进行修复、更换或补发的产品运送至客户而产生的合理运费。

Solar N Plus undertakes to bear the reasonable transportation costs for delivering the repaired or replacement Products to the Customer.

但前述合理运输费用不包含运输过程中应该支付的产品保险费、进出口关税、以及任何因客户怠于配合而产生的费用,如仓储费、滞港费等。买方应提供该等合理运费的原始凭证,否则旭合科技不承担该等运费。合理运费价格应不超过旭合科技事先书面同意承担的运费,若超出,超出部分应由客户自行承担。

However, the aforesaid reasonable transportation costs shall not include any insurance fees, taxes or import and export duties or any costs incurred as a result of the Customer's failure to cooperate with Solar N Plus, such as storage fees, demurrage, etc. The Customer shall provide Solar N Plus with the original invoice related to such reasonable transportation costs, otherwise Solar N Plus shall not bear such costs. The reasonable transportation costs shall not exceed the costs agreed by Solar N Plus in advance in writing, any excess shall be borne by the Customer.

如果旭合科技选择自行维修缺陷产品的,客户应提供合理的、必备的现场配合;如果旭合科技同意客户自行维修或委托第三方维修的,则旭合科技承担合理的与维修直接相关的材料费和人工费。

If Solar N Plus opts to repair the products itself ,the Customer shall cooperate and assist Solar N Plus in reasonable and practical manners. However, should the repair be made by the Customer or the third party entrusted by the Customer with prior written approval of Solar N Plus, the directly related costs and expenses on material and manpower shall be borne by Solar N Plus.

无论旭合科技是否执行有限产品质保或有限峰值功率质保项下任何补偿措施,以下费用均由客户承担:

The following costs and expenses shall be borne by the Customer no matter whether Solar N Plus undertakes to execute any remedy under Limited Product Warranty or Limited Peak Power Warranty:

• 与缺陷产品的拆卸、重新包装,替换产品的安装,修理后产品的重新安装等相关的费用和开支以及发电量损失引起的费用,包括但不限于为处理固体废物、电子废物或符合环保法规要求所产生的费用;

Costs and expenses incurred in the process of dis-installation and repacking of the defective products, installation of replacement products, and reinstallation of the repaired products; profits loss of the system generation; fees, levies, taxes or other financial duties due in relation to any applicable electronic waste disposal regulations and laws;

• 在产品销售之后因为法律法规或行业标准的变化而增加的产品合规性费用等。

Any fees, levies, taxes or other financial duties imposed on SolarPlus or imposed on the products in order to comply with the laws, regulations, governmental or judicial decisions, and industrial standards promulgated after purchase of the products.

4) 旭合科技不承担任何由于组件和/或与组件有关原因(包括但不限于:组件缺陷、组件的安装和使用等)而造成任何人身伤亡、财产损失、或者其他任何损失及责任。旭合科技对任何偶然性、间接损失、后果性、惩罚性、附随损失(包括但不限于:利润损失、收入损失、生产损失或发电量损失、商誉损失、利息损失、违约金损失、其他财产损失)、使用损失、特殊损坏均不承担任何赔偿责任,无论上述损失索赔是否是依据合同、保证承诺、过失侵权或严格责任,也无论旭合科技是否事前知晓相关损失发生的可能性。旭合科技在任何情况下的赔偿责任,将不超过客户所支付的对于单位产品的发票金额。

Solar N Plus 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 modules, including, without limitation, any defects in the modules, or from use or installation. Under no circumstances shall Solar N Plus be liable for incidental, consequential, collateral damages(including but not limited to profit loss, revenue loss, production loss or power generation loss, loss of business opportunities, interest loss, liquidated damages, other property losses),loss of use, or special damages, regardless of whether such damage or losses are based on agreements, warranty, assurance or guaranty, in tort or by strict liability, or whether Solar N Plus has prior knowledge of the possibilities of occurrence of such losses. Solar N Plus 's maximum aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value against the affected modules as paid for by the Customer.

5)客户同意和接受:本有限质保书项下提供给客户的质保是唯一的、具有排他性的,代替所有任何其他无论明示或默示形式的陈述和保证。

The customer agrees and accepts that:The warranties to customer set forth the limited warranty,are only and exclusive and in lieu of all other representations and warranties,express or implied.

旭合科技在此拒绝和排除任何默示的对适销性,或符合特定目的和所有在交易和商业惯例过程中产生的所有保证和担保。任何对旭合科技销售和确认的产品描述,包括产品属性和性能的描述,以及关于产品应用、使用或合适性的建议,无论是否由旭合科技员工或其代理以书面或口头方式作出,或是以公开声明、背书或广告形式作出,均不对旭合科技具有约束力不应被解释为明示的保证。

Solar N Plus hereby disclaims and excludes any implied warranty of merchantability or fitness for particular purpose, and all warranties arising from course of dealing or usage of trade. Any description of products sold under the contract and acknowledged by Solar N Plus, including the description of the Products properties and performance, suggestions and advises on Product's application, use or suitability, regardless of being made in writing or verbally, in public statement, endorsement or advertisement, shall not bind to Solar N Plus and shall not be construed as an express warranty.

4.质保索赔程序 Procedures for Warranty Claims

1)质保索赔要求应寄到旭合科技所在地:安徽省滁州市中新苏滁高新技术产业开发区。

Warranty claims should be sent to Solar N Plus directly at the address: China-Singapore Suzhou Chuzhou High-tech Industrial Park, Chuzhou City, Anhui Province,P.R.China.

2)质保索赔要求必须由挂号信或正规的快递公司邮寄。索赔要求中需包含组件型号、缺陷组件的序列号(两者都可在组件标签中找到)、安装日期、地点及安装地址、缺陷发现的精确描述(如果可以,任何可以对缺陷分析的信息:如缺陷照片、系统电路图和任何系统数据监控记录)和相关付款凭证、购买合同复印件、质保书以及其他旭合科技要求需要增加的其他辅助证明材料,同时必须声明“我们特此接受本有限质保书条款7中所列明的法律法规、专业鉴定人以及仲裁”。此外,客户需提供该组件的交付日期或货到项目地安装日期证明。

Warranty claims must be sent by registered mail or formal qualified courier. The claims must include the module model type and the serial number of the defective module(s)(both can be found on the module label),the installation date, location and address of the installation, a precise description of the defect observed and(if applicable, additional information that could attribute to the analysis of the defect, photographs of the damaged modules, the circuit diagram of the system, any records from the system data monitoring),accompanied by payment voucher and a copy of the purchase contract, warranty document, delivery date or installation date at project site, and other supporting materials required by Solar N Plus, and the Customer must state:" We hereby accept, and agree to, the choice of law, the choice of an expert appraiser and the choice of arbitration as set out in Clause 7 of your Limited Warranty for Crystalline PV Modules on which our claim is based.

3)客户在发现或应该发现组件(1)出现材料或工艺缺陷;或者(2)额定峰值功率下降超出下降承诺范围的,应在发现之日起30日内根据条款4 A点向旭合科技或其经销商提出书面的索赔声明;超出30日的,客户丧失索赔权。

Customer shall raise the claim to Solar N Plus or the distributors in accordance with the Clause 4 Section A within thirty (30) calendar days from the date when Customer find and discover or should have found or discovered that there is (1) Material or workmanship defect(s) in module; or (2) Module power output declining more than the one warranted in this Limited Warranty. Should the claim not be raised within the above thirty (30) calendar days, Customer's right to claim shall have been forfeited.

4)若被索赔组件在收到索赔要求后已停产,旭合科技有权提供另一种类似类型的组件代替。

Solar N Plus is entitled to supply another similar type of Products to replace the claimed one if the type of claimed Products is no longer in production when the warranty claim is received.

5)被修复、替换、或额外补偿后的产品的质保期限不因此而延长或续展。修复、替换或额外补偿后的组件的质保期限为原产品剩余质保期。

The repair, replacement, or additional delivery of a Product neither renews nor extends the period of the warranty. The warranty period for replaced, repaired or additional delivered products is the remainder of the warranty for the defective products.

6)除非旭合科技另行要求,对于任何替换下来的被索赔的/有缺陷的产品,客户应根据当地适用的电子废弃物处理法规自费处置。

Unless required by Solar N Plus otherwise, any claimed/defective Product that has been replaced shall be disposed by Customer at its own expenses and costs in accordance with the local applicable electronic waste law or regulations.

7)未经旭合科技事先书面许可,旭合科技不接受任何产品退货。

Solar N Plus shall not accept any return of products without its prior written authorization.

5.质保权益转让 Warranty Assignment

除非终端用户书面提出并提供使旭合科技认可的能证明质保权益已转让至终端用户的文件,旭合科技有权拒绝受理终端用户提出的质保索赔;如果组件仍然保留在其质保生效时的初始安装位置且未经二次拆卸安装,经合理在先书面通知至旭合科技且旭合科技已收到组件全部应收款,则本质保可以随组件所有权人的变更而转让。《有限质保书》的转让应为整体转让,不得部分转让。经旭合科技要求,经承认的《有限质保书》的受让方应签署协议确认接受《有限质保书》的内容,以此作为转让的前提。

Without prejudice to other rights and remedies to Solar N Plus in the Warranty letter, unless the end-user of the Products can submit sufficient documents to the extent satisfactory of Solar N Plus evidencing the successful transfer and assignment of warranty from Customer to end-user, Solar N Plus shall be entitle to reject the claims made by the end-user or owner of the Products. This Limited Warranty may be assigned to a third party who obtains the title of the Products upon reasonable prior written notice to Solar N Plus under following pre-conditions: (1) The Products remain installed in their original installation location without reinstallation; (2) Solar N Plus has received the full payment for the Products; (3) The third-party shall sign a letter confirming the acceptance of the Limited Warranty upon the request of Solar N Plus. Notwithstanding the aforesaid, this Limited Warranty shall only be assigned as a whole and not in part to any party taking legal title of the Products.

6.可分离条款 Severability

如果本有限质保书中的某一部分、规定、条款, 或对于任何人或任何情况的申请, 是无效的, 不可强制执行的, 这些将不会影响或者废弃本有限质保书的其他部分、规定、条款或者申请。被认定为无效或不可执行的部分、规定或条款从其他部分、规定或条款中分离。

If a part, provision or clause of this Limited Warranty for Crystalline PV Modules, 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 Crystalline PV Modules, and to this end such other parts, provisions, clauses or applications of this Limited Warranty for Crystalline PV Modules shall be treated as severable.

7.争议 Disputes

不论以何种形式发生的同旭合科技质保相关的产品问题, 若在问题发生6个月之后反馈投诉的话, 旭合科技将不接受该投诉。任何质保索赔有关的争议, 旭合科技将邀请具备国际一流检测资质的第三方测试机构如, 德国弗莱堡的Fraunhofer研究院或者德国科隆/中国的TUV莱茵、中国TUV南德、中国TUV北德、Intertek、CSA和其他被IECEE认可的测试实验室(CBTL) 来进行裁决。除非另有宣判, 所有费用应由败诉方承担。若旭合科技和/或客户拒绝接受第三方检测机构的结论的, 该争议应最终通过旭合科技和客户签订的组件销售合同中确定的纠纷解决方式解决。对此, 旭合科技保留最终解释权。

No action, regardless of form, arising out of or in any way connected with this Limited Warranty for Crystalline PV Modules, maybe brought against Solar N Plus more than six (6) months after the cause of action has occurred. Solar N Plus may provide these warranty conditions in several languages for the convenience of Customers. In the event of deviations, the English version shall prevail. In the case of a dispute in a warranty claim, a first-class international institute designated by Solar N Plus such as Fraunhofer ISE in Freiburg, Germany or TÜV Rheinland in Cologne/China, TÜV SUD in China, TÜV NORD in China, Intertek, CSA and other test laboratories(CBTL) accredited by IECEE shall be involved to judge the claim. All fees and expenses shall be borne by the losing party, unless otherwise awarded. If Solar N Plus and/or the Customer refuse(s) to accept or enforce the award made by the international institute, such dispute shall be finally settled in accordance with the dispute resolution as set out in the purchase agreement entered into by Solar N Plus and the customer for purchasing the products. The final right of interpretation shall be vested in Solar N Plus.

8.其他 Miscellaneous

除非另有协议约定, 本质保书仅适用于发布日后生产或销售的旭合科技产品, 对发布日之前生产或销售的旭合科技产品不具有追溯力。

Unless otherwise stipulated in the agreement, this Limited Warranty shall only apply to Products manufactured or sold after the publish date of this Warranty, and shall have no retroactive effect to the Products supplied prior to the Publish Date.

旭合科技和客户同意, 双方承认已充分审阅和理解本质保书的所有条款, 旭合科技已向客户充分提示所有条款含义及条款的法律效果, 客户已完整获得有关事项和条款的满意解释, 本质保书及任一条款任何情况下均不得视为任一方的标准格式条款。

Solar N Plus and Customer agree that both parties have reviewed and understand the provisions of this Limited Warranty and Customer acknowledges that Solar N Plus has explained all provisions and legal effect contained in such provisions and Customer has received satisfactory explanations as to any issue raised by it in respect thereof, Under no circumstances shall the Limited Warranty and provisions herein be regarded as the standard format clause of either party.

除非另有协议约定, 本质保书经旭合科技单独签署或以合同、订单附件形式与主合同一并签署后方对旭合科技生效, 否则不发生任何法律效力。

Unless otherwise stipulated by separate agreement this Warranty shall not take effect to Solar N Plus unless it is signed by Solar N Plus either in separate form or cosigned in form of annexes with major contract order.