

# Shanghai Chiko Solar Technology Co.,Ltd

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# **Chiko Solar 25-Year Racking Warranty**

### 1. Quality Standard

Production should be conducted in accordance with the local National Industrial Production Standards, and meet local calculation requirement.

#### 2. Warranty Period

In order to make customers feel at ease using Chiko products, Chiko Solar provides all its mounting racks with 25-year quality warranty, during which the company shall be liable for defects in material and workmanship- Except that racking surface finish warranty is a period of 5 years.

## 3. Warranty Conditions and Contents

- 1. Chiko Solar guarantees that at the time of goods delivery, all components of the supplied products shall be new products, and free from quality defects in materials and product manufacturing. Chiko Solar shall repair or replace the defective product if the Product is reasonably proven to be defective from the delivery date till the end of warranty date, on the condition that the Product is subject to customer design requirements and installed in accordance with Chiko Solar's written installation instructions, which shall be followed by a quality check of the installation and construction by the construction side.
- 2. It is necessary for the user party to carry out regular inspections (for bolts loosening, etc) twice a year.
- 3. Chiko warrants to the buyer at the original installation site that any of the components designed and manufactured by Chiko. Goods which may be sold by Chiko, but which are not designed or manufactured by Chiko are not warranted.
- 4. For a period of five years, products with finishes will be free of visible defects, peeling, or cracking.
- 5. If the product is not qualified within the warranty period, CHIKO decides at its own discretion, then Chiko will repair or provide a substitute for the non-conforming product to replace the non-compliant part, which will be selected by Chiko. Any such repair or replacement will not result in the commencement of a new warranty term, nor will the warranty period of this limited warranty be extended. Chiko's total liability for all warranty claims must not exceed the original purchase price of the nonconforming product. Chiko shall not be liable for any loss of use, income or profit, or direct, indirect, special, punitive, liquefaction, incidental or consequential damages, or any other damage of a similar type or loss, or claim, all such damages and expenses are hereby excluded from damages to the buyer's customer, third party claims, or personal injury or property damage caused by any defect or non-conformity of the products covered by this warranty due to Chiko's negligence.

#### 4. Disclaimers

Even within the warranty period, only paid repairs are provided in case of the following circumstances. And even within the range of paid repairs, Chiko Solar, at its sole discretion, has the right to refuse maintenance as the case may be, if the malfunction occurs again or other expanding derivative injury occurs.

- 1. Contents which are not covered by this warranty.
- 2. Wording changes of the warranty, or records refuting the facts.
- 3. Installation of the product is not performed in accordance with ChikoSolar's written installation instructions, or if the product has been modified, repaired, or reworked in a manner not previously authorized by Chiko Solar IN WRITING. Chiko Solar shall not be liable for malfunction and damage arising out of the incorrect use under any circumstances.
- The actual installation location is inconsistent with the information provided to Chiko Solar, or malfunction and damage due to improperb operation after the Product is handed over to the customer.
- Malfunction and damage of Chiko Solar mounting racks caused by the malfunction or damage of non-Chiko products.
- Malfunction and damage due to the joint use of solar power generation system and non-solar-power-generation systems, such as wind and fuel cell generating sets.
- Product Failure due to incorrect installation in the salt damage area, e.g., not specifying to use the Product in coastal zones when placing an order but actually install the Product in the coastal zones.
- 8. Malfunction, damage and harm as a result of smoke contamination or being installed in hot spring area.
- Malfunction and damage resulting from natural disasters (lightning, hail, snow and ice, crustal activities, etc).
- 10. Malfunction and damage caused by animals like birds.
- 11. Malfunction and damage arising from external accidents ( fire, explosion, riots, cast stone, war, etc ).
- Malfunction and damage caused by changes in the installation site after product handover.
- 13. Discoloration of the mounting racks, scratches, dirt and the like due to the growth of time.

- 14. Malfunction and damage caused by using the Product in a power environment that exceeds the rated voltage range stipulated by the local Power Administration Law (a law that regulates on power generation, transmission, electricity buying).
- 15. Other expanding damages due to the malfunction of Chiko products.
- 16. Malfunction and damage as a result of intent or negligent accident by users or other third parties.
- 17. Malfunction and damage caused by using non-Chiko mounting racks and solar systems.
- To apply warranty to Chiko Solar after the Warranty Period, or apply without a timely manner after the occurrence of problems that are under warranty.
- 19. This Warranty shall be void when there is OEM production or under the circumstance that Chiko Solar is solely responsible for manufacturing products designed by customer.
- 20. This Warranty shall be voidif A) installation of the product is not performed in accordance with the Chiko Product Information, B) if the product has been modified, repaired, or reworked in a manner not previously authorized by Chiko in writing, or C) the product is installed in an environment for which it was not designed, each as determined by Chiko in its sole discretion.
- 21. The Finish Warranty does not apply to any issues caused by foreign residue deposited on the finish, or an installation in atmospheric conditions more corrosive than normal conditions. The finish warranty is VOID if the practices specified by AAMA 609 & 610-02 "Cleaning and Maintenance for Architecturally Finished Aluminum" (www.aamanet.org) are not followed.
- 22. Other responsibilities that Chiko Solar shall not be liable for.

### 5. Jurisdiction Agreement

If there is a dispute on quality warranty, Shanghai District Court shall be the exclusive jurisdiction of the court in the trial of first instance.

# 6. Warranty Conditions and Contents

- 1. The warranty does not cover the construction process of installation. For the installation construction, please contact sales agent.
- 2 The warranty excludes the power loss caused by machine failure, and the loss and restoration of the data recorded in the machine.
- 3. Chiko Solar shall not be liable for the using fund, profit loss, manufacturing loss, revenue loss etc., which are caused by accidental injury or related to solar mounting rackings.