Hyperion PV Module
Limited Warranty



Effective from August 1st, 2023
ver 3.0

You have made the right choice by purchasing American Hyperion Solar (hereinafter called HYPERION) products.

For the standard solar module types listed below, HYPERION warrants its PV Modules (MODULES) starting from the date of product installation or three months after the delivery (Inco-terms 2020) of the products to the Buyer (WARRANTY START DATE), whichever date is earlier.

Types of Modules covered by this Limited Warranty					
Module Type	Limited Product Warranty (Years)	Limited Power Warranty (Years)	First Year Degradation	Annual Degradation from Second Year	Power at the End of Power Warranty
HY-WH108P8-***#	15	25	2%	0.55%	84.80%
HY-DH108P8-***#	25	30	2%	0.45%	84.95%
HY-WH120P8-***#	15	25	2%	0.55%	84.80%
HY-DH120P8-***#	15	30	2%	0.45%	84.95%
HY-WH132P8-***#	12	25	2%	0.55%	84.80%
HY-DH132P8-***#	12	30	2%	0.45%	84.95%
HY-WH144P8-***#	12	25	2%	0.55%	84.80%
HY-DH144P8-***#	12	30	2%	0.45%	84.95%
HY-WH156P8-***#	12	25	2%	0.55%	84.80%
HY-DH156P8-***#	12	30	2%	0.45%	84.95%
HY-WH108N8-***#	15	25	1%	0.40%	89.40%
HY-DH108N8-***#	25	30	1%	0.40%	87.40%
HY-WH120N8-***#	15	25	1%	0.40%	89.40%
HY-DH120N8-***#	15	30	1%	0.40%	87.40%
HY-WH132N8-***#	12	25	1%	0.40%	89.40%
HY-DH132N8-***#	12	30	1%	0.40%	87.40%
HY-WH144N8-***#	12	25	1%	0.40%	89.40%
HY-DH144N8-***#	12	30	1%	0.40%	87.40%
HY-WH156N8-***#	12	25	1%	0.40%	89.40%
HY-DH156N8-***#	12	30	1%	0.40%	87.40%
HY-WH120P10-***#	12	25	2%	0.55%	84.80%
HY-DH120P10-***#	12	30	2%	0.45%	84.95%
HY-WH132P10-***#	12	25	2%	0.55%	84.80%
HY-DH132P10-***#	12	30	2%	0.45%	84.95%
HY-WT168P11-***#	15	25	2%	0.55%	84.80%
HY-WT222P11-***#	12	25	2%	0.55%	84.80%
# refers to blank, B, b, T ; *** is a module power rating.					

Table 1. Types of Modules covered by this Limited Warrant

1. LIMITED PRODUCT WARRANTY

HYPERION warrants its modules, including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship, as per the mechanical and electrical characteristics of the product's datasheet, under normal application, proper installation as per HYPERION installation guide, use and service conditions. If modules fail to conform to this warranty, during the period as set forth at Table 1, from the WARRANTY START DATE, HYPERION will, at its option, either repair or replace the product, or refund the current list price at the time of warranty claim resolution of comparable HYPERION MODULES. The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the "Limited Product Warranty" and shall not be extended beyond the period set forth herein. The replacement will be Grade A modules. This "Limited Product Warranty" does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter ("Limited Power

Warranty").

2. LIMITED POWER WARRANTY

HYPERION warrants that for a specific period the MODULES will maintain a level of performance as set forth at Table 1.

HYPERION warrants each module against defects in materials and workmanship that result in the failure of the modules to produce the warranted percentage specified above of the nominal power output for the module set forth in HYPERION product datasheet. If HYPERION determines in its discretion that any module is not providing the warranted percentage of the nominal power output because of defects in materials or workmanship, HYPERION will at its option either (1) replace such loss in power by either, (a) providing additional modules to the CUSTOMER to make up for such loss in power, or (b) replacing the defective module(s) or part by a functional equivalent; or (2) refund the percentage of the module's price, representing the percentage of the power that is less than the warranted percentage of the nominal power according to the current list price, at the time of warranty claim resolution, of comparable HYPERION MODULES.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the "Limited Power Warranty".

Nominal Power Output in product datasheet is the power in Watt Peak that a Photovoltaic Solar Modules generates in its Maximum Power Point under Standard Testing Conditions (STC). STC are as follows: (a) light spectrum of AM 1.5, (b) an irradiation of 1000W per square meter and (c) a cell temperature of 25 degrees centigrade at direct angle irradiation. The measurements are carried out in accordance with IEC 61215, tested at the connectors or junction box terminals, as per calibration and testing standards of HYPERION valid at the date of manufacture of the PV modules.

3. EXCEPTION CLAUSE

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

3.2 The "Limited Product Warranty" and the "Limited Power Warranty" do not apply to any MODULES which have been subjected to:

- Misuse, abuse, vandalism, neglect or accident;
- Alteration, improper installation or application;
- Extreme thermal or environmental conditions, high density dust environment, or rapid changes in such conditions;
- Contamination by chemical products in the environment
- Non-observance of HYPERION installation manual or maintenance instructions detailed in the document named <HYPERION Solar PV Modules Installation Manual>
- Repair or modifications by someone other than an approved service technician of HYPERION;
- Power failure surges, lightning, flood, fire, accidental breakage, improper connections resulting in

hazardous reverse current or other events outside HYPERION control.

- Modules which have been installed and energized on a permanent structure and later removed and re-installed on a different structure for energy harvest.

3.3 Both “Limited Product Warranty” and “Limited Power Warranty” do not cover any costs associated with installation, removal or re-installation of the modules and customs clearance or any other costs for return of the modules, except as explicitly set forth in the final paragraph of Section 5.

3.4 Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed or made illegible.

4. LIMITATION OF WARRANTY SCOPE

THIS “LIMITED WARRANTY FOR PV MODULES” AS SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF HYPERION, UNLESS SUCH OTHER OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY HYPERION. HYPERION 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 THE MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE MODULES, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL HYPERION BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, AND LOSS OF REVENUES ARE SPECIFICALLY AND WITHOUT LIMITATION EXCLUDED. HYPERION’S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE AS PAID BY THE CUSTOMER, FOR DEFECTIV MODULE(S).

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This limited warranty does not affect any additional rights you have under laws in your jurisdiction governing the sale of consumer goods. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in this limited warranty statement may not apply to you.

5. OBTAINING WARRANTY PERFORMANCE

If the CUSTOMER has a justified claim covered by this “Limited Warranty for PV Modules”, an immediate notification shall be filed directly to (a) the installer company, or (b) HYPERION authorized distribution partner, who supplied affected modules, or (c) HYPERION directly by mailing a registered letter in writing, or sending an email letter to the email account of HYPERION listed hereunder. Together with the notification, should enclose name and address of CUSTOMER, name and address of installer and authorized HYPERION distribution partner, the evidence of the claim with the affected module type, affected quantity and corresponding serial numbers together with the date on which the MODULES have been purchased. A related invoice document with stamp or signature of HYPERION or

its authorized distributor should cover those requirements and should be part of the evidence.

The return of any MODULES will not be accepted unless prior written authorization has been given by HYPERION. In connection with both the “Limited Product Warranty” and “Limited Power Warranty”, HYPERION shall reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repaired or replaced MODULES, only if this cost is authorized by HYPERION customer service department.

6. SEVERABILITY

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

7. DISPUTES

In case of any discrepancy in a warranty claim, a first-class international test institute such as Fraunhofer ISE in Freiburg/Germany, VDE testing and certification institute, ASU Arizona State University or other 3rd party recognized by both parties shall be involved to judge the claim firstly. All fees and expenses shall be borne by the losing party, unless otherwise awarded. And the final explanation right shall be reserved by HYPERION.

8. VARIOUS

The repair or replacement of the MODULES or the supply of additional MODULES, does not cause the beginning of new warranty terms, nor shall the original terms of this “Limited Warranty for PV Modules” be extended. Any replaced MODULES shall become the property of HYPERION for disposal. HYPERION has the right to deliver another type (different in size, color, shape and/ or power) in case HYPERION has discontinued producing the replaced MODULES at the time of warranty claim resolution.

9. WARRANTY TRANSFER

This “Limited Warranty for PV Modules” is transferable when the module products remain installed in their original installation location.

10. FORCE MAJEURE

HYPERION 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 PV Modules", due to a force majeure event, including, without limitation, acts of God, war, riots, strikes, warlike conditions, perils of the seas, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of HYPERION. In such cases, performance by HYPERION of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

11. VALIDITY

This “Limited Warranty for PV Modules” is valid for all MODULES marked as Grade A.

12. CONTACT US

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