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## Tianwei New Energy (Chengdu) PV Module Co., Ltd. Limited Warranty for PV Modules

In order to ensure the benefits of both Buyer and Tianwei New Energy (Chengdu) PV Module Co., Ltd. (hereafter referred to as the "Supplier") and to maintain favorable cooperative relations, Supplier makes this Limited Warranty on its photovoltaic module products (the Products). This Limited Warranty covers the following listed standard PV module types:

TWXXX(23)P	(XXX=150~190)
TWXXX(26)P	(XXX=180~215)
TWXXX(28)P	(XXX=180~240)
TWXXX(35)D-1	(XXX=155~190)
TWXXX(35)D-2	(XXX=160~200)
TWXXXP48-HA2	(XXX=170~190)
TWXXXP54-GA2	(XXX=190~220)
TWXXXP60-FA2	(XXX=210~245)
TWXXXP72-EA2	(XXX=260~295)

### 1. Quality Warranty

- 1.1 Supplier will provide the Buyer with Products certified by the relevant institutions such as TUV, UL, and CEC (except for the products specially required by the Buyer). The appearance of the Products will be consistent with the standards of appearance as stipulated by the Buyer and Supplier.
- 1.2 On the condition that Buyer will properly handle, transport, install, use, and ensure appropriate environment and maintenance of the Products, Supplier warrants that, for five years from the date of delivery by Supplier, to the Buyer, the Products will be consistent with the description in the above section 1.1.
- 1.3 On the condition that Buyer will properly handle, transport, install, use, and ensure appropriate environment and maintenance of the Products, if a Product is determined not to be in substantial conformity with the description in the above section 1.1 within the five year warranty period

(beginning from the date of the original delivery and payment voucher presented by the Buyer), Buyer will notify Supplier within one (1) business day. Then Supplier, upon its receiving such notification and confirming such substantial non-conformity, will deal with the matter in a timely manner. The remedies the Supplier will provide include replacing the Product or paying compensation for the damages of module.

- 1.4 For the problems occurring beyond the five-year warranty period (beginning from the date of the original delivery and payment voucher presented by the Buyer), Supplier will provide paid service subject to mutual agreement of both parties.
- 1.5 Compensation for damages of module: the compensation for damages of module will be calculated based on the purchase price (as described on the original delivery and payment voucher presented by the Buyer), with annual deduction of 5% of the residual value of the module. .

## 2. Performance Warranty

- 2.1 The DC power of a Product shall be tested under standard test conditions which are: light intensity  $1000 \text{ W/m}^2$ , temperature  $25^\circ\text{C}$ , and AM 1.5.
- 2.2 The Buyer must ensure to properly handle, transport, design the system of, install, use, and keep appropriate environment and maintenance for the Products.
- 2.3 Power of Module:
  - a) **Mono-crystalline module:** within the first year from the date of installation and normal operation, the output power shall not be less than 97% of the Product's minimum output power as set forth in the Specifications. Within the second year, the output power shall not be less than 96% of the Product's minimum output power as set forth in the Specifications. Afterwards, the loss of average annual output power shall not exceed 0.6% of the Product's output power of the immediately preceding year. After 25 years, the Product's output power shall not be less than 83.5% of its minimum output power as set forth in the Specifications.
  - b) **Multi-crystalline module:** within the first year from the date of installation and normal operation, the output power shall not be less than 98% of the Product's minimum output power as set forth in the Specifications. Within the second year, the output power shall not be less than 97.5% of the

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Product's minimum output power as set forth in the Specifications. Afterwards, the loss of average annual output power shall not exceed 0.7% of the Product's output power of the immediately preceding year. After 25 years, the Product's output power shall not be less than 83% of its minimum output power as set forth in the Specifications.

- 2.4 If the output power of the module does not meet the above levels within the time specified, the Supplier and the Buyer will jointly analyze the causes. If Supplier determines that the liability is attributable to itself, then Supplier will provide the Buyer with best remedial choices commercially reasonable, such as providing additional module, repairing or replacing the module, providing the Buyer with compensation in accordance with this Limited Warranty, extending the warranty period for the original module, etc. If the Supplier has ceased to manufacture the module in problem, the Supplier will provide the standard products it is manufacturing as remedy.
- 2.5 Compensation for the shortage of power: For the difference between the actual total output power and the committed total output power, the Supplier will compensate the Buyer with additional modules having the equivalent power.

### 3. Preconditions

- 3.1 This Limited Warranty does not cover any losses caused by natural disasters, such as lightning, flood, pestilence, earthquake or other weather conditions.
- 3.2 This Limited Warranty covers neither the transportation charges of the Products to be returned, nor the unloading and reloading charges and other charges such occurred.
- 3.3 This Limited Warranty does not cover the situation that the type and serial number of any Products are illegible.
- 3.4 The Buyer must ensure proper package, handling, transportation, storage, system design, installation, use, environment and maintenance for the Product.
- 3.5 This Limited Warranty set forth above applies to Buyer only, and does not apply to any third parties buying Products from the Buyer. All rights and Interests under this Limited Warranty are not assignable. Any claims under this Limited Warranty with respect to any Product must be filed with the Supplier in writing prior to the applicable warranty expiration date for such Product

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#### 4. Warranty Disclaimer

Except as expressly set forth above, the parties make no representations, warranties, or guarantees, either express or implied, oral or written, with respect to the Product or otherwise, including without limitation any implied warranty (1) of merchantability, (2) of fitness for particular purpose, or (3) non-infringement.

#### 5. Validity

This warranty is valid for all modules dispatched between 1st January 2011 and 31st December 2011.

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