

## **LIMITED WARRANTY FOR SOLAR MODULES**

### **ARTICLE 1: GENERAL TERM:**

Ningbo Solar Electric Power Co., Ltd. (hereafter is simplified as “NINGBO SOLAR”) provides the Limited Warranty for Solar Modules TDB125×125-72-P (hereafter is simplified as “MODULES”) only to the direct client (hereafter is simplified as “client”) that purchases the MODULES from NINGBO SOLAR.

The MODULES means the PV solar modules produced by NINGBO SOLAR, including factory-assembled junction box and cables.

Unless other notify from NINGBO SOLAR, this Limited Warranty only available in the country or area where client get the MODULES. If any questions, please contact with NINGBO SOLAR.

### **ARTICLE 2:NINGBO SOLAR LIMITED WARRANTY FOR THE MODULES**

NINGBO SOLAR warrants its MODULES to be free from defect in materials and workmanship, and satisfy the specification issued by NINGBO SOLAR when the MODULES be loaded to the containers and prepare to ship.

Under normal application, installation, use and service conditions, the MODULES can't be working well, NINGBO SOLAR provide limited product warranty or limited peak power warranty to the client.

#### **1. Limited Product Warranty**

Under normal application, installation, use and service conditions, if MODULES fail to conform to this limited product warranty due to defects in material or workmanship, then for a period ending twenty-four months from date of sale as shown in the invoice or Contract issued by NINGBO SOLAR. NINGBO SOLAR will, at its option, either repair or replace or refund the purchase price as paid by the client for these defective MODULES. The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the twenty-four months period set forth herein. It will be performed directly to the direct client only. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under “Limited Peak Power Warranty” as follows.

## **2. Limited Peak Power Warranty**

### **10 years**

Under normal application, installation, use and service conditions, power output less than 90% of the minimum Peak Power at STC as specified in NINGBO SOLAR' s Product Information Sheet, provided that such loss in power is determined by NINGBO SOLAR (at its sole and absolute discretion) to be due to defects in material or workmanship. Within a period of ten (10) years from the date shown in the invoice or the contract to the client, the client has the right to require the Limited Peak Power Warranty.

NINGBO SOLAR will replace such loss in power by either providing additional MODULES to the client to complement such loss in power, or by replacing the defective MODULES at the option of NINGBO SOLAR.

### **25 years**

Under normal application, installation, use and service conditions, power output less than 80% of the minimum Peak Power at STC as specified in NINGBO SOLAR' s Product Information Sheet, provided that such loss in power is determined by NINGBO SOLAR (at its sole and absolute discretion) to be due to defects in material or workmanship. Within a period of twenty-five (25) years from the date shown in the invoice or the contract to the client, the client has the right to require the Limited Peak Power Warranty.

NINGBO SOLAR will replace such loss in power by either providing additional MODULES to the client to complement such loss in power, or by replacing the defective MODULES at the option of NINGBO SOLAR.

The remedies provided under the Limited Peak Power Warranty shall be the sole and exclusive remedies.

## **ARTICLE 3:WARRANTY EXCLUSIONS AND LIMITATIONS**

The “Limited Product Warranty” and the “Limited Peak Power Warranty” do not apply to any MODULES, which have been subjected to:

- 1). The date of Limited warranty provide by client has exceeded the period of validity
- 2). Improper application, installation, use and service; or Non-observance of NINGBO SOLAR' s installation and maintenance instructions;
- 3). Repair or modifications by someone other than an approved service technician of NINGBO SOLAR;
- 4). Misuse, abuse, neglect or accident;
- 5). In the event of any fire, earthquake, explosion, war, commotion , lighting, flood; Power failure

incident, strikes, accidental breakage or other events outside NINGBO SOLAR' s control.

- 6). The MODULES' appearance, configuration, type, serial number or label has been altered, destroyed, removed, ripped off or made illegible.
- 7). The damage caused by improper transportation or third party

#### **ARTICLE4:OBTAINING WARRANTY SERVICE**

If the client feels a justified claim covered by this “Limited Warranties for solar modules”, provide a written notification to NINGBO SOLAR immediately. Together with the notification, the client should enclose the evidence of the claim with the corresponding serial number of the MODULES and the invoice on which the MODULES have been purchased. NINGBO SOLAR will appoint technician to prove it.

Client can't take down or remove the defective MODULES or return defective MODULES to NINGBO SOLAR privately unless prior written authorization has been given by NINGBO SOLAR.

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 SOLAR MODULES” be extended. Any replaced MODULES shall become the property of NINGBO SOLAR made for their disposal. NINGBO SOLAR has the right to delivery not new or another type (different in size, color, shape and/or power) in case NINGBO SOLAR discontinued producing the replaced MODULES at the time of the claim. But NINGBO SOLAR warranty all replacement of the MODULES can remain good working, at least the function is the same as original replaced MODULES

#### **ARTICLE 5:LIMITATION OF WARRANTY SCOPE**

The “Limited Product Warranty” and the “Limited Peak Power Warranty” as set forth herein are expressly in lieu of and exclude all other express or implied warranties and all other obligations or liabilities on the part of NINGBO SOLAR. NINGBO SOLAR only provides Limited Warranty in the period of validity of “Limited Product Warranty” and "Limited Peak Power Warranty”.

NINGBO SOLAR 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 NINGBO SOLAR be liable for three articles as follows:

- 1) Client requires compensating the damage caused by above reasons
- 2) The third party requires client compensating the damage
- 3) Special, Incidental or indirect damages, or any consequential economic loss (including profit, saving, tax, transportation charge or installing loss etc.), even if NINGBO SOLAR has been

notified the possibility of happening these damage or loss.

NINGBO SOLAR' s aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the client, for the single unit of MODULES.

If some special regulation or clause on the CHINA or INTERNATIONAL law, which cause part provisions, clauses or applications of this "Limited Warranty for SOLAR MODULES" exist blank on the law or lack forcible, this shall not affect other parts, provisions, clauses or applications of this "Limited Warranty for SOLAR MODULES" fulfill.

### **ARTICLE 6:DISPUTES AND ARBITRATION**

Any dispute arising from or in connection with the "Limited Warranty for SOLAR MODULES" shall be settled through friendly negotiation. In case no settlement is reached, the dispute shall be submitted to the International Economic and Trade Arbitration Commission stipulated in the contract between client and NINGBO SOLAR.

In case of any discrepancy in "Limited Peak Power Warranty" claim, a first-class international test-institute such as UL laboratory shall be involved to test the peak power of the MODULES and judge the claim finally. All fees and expenses shall be born by both client and NINGBO SOLAR, unless otherwise awarded.

**Note:** This "Limited Warranty for SOLAR MODULES" is published by NINGBO SOLAR on July 2006,which only is valid on USA PV market. The final explanation right for this limited warranty shall be borne by NINGBO SOLAR. NINGBO SOLAR holds the right to amend the provisions, clauses or applications of this "Limited Warranty for SOLAR MODULES" and excuse for us not notify ahead.