

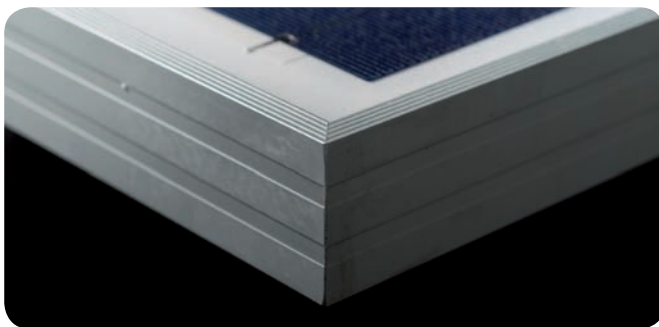
Limited Warranty for PV Modules

2008/08

1 LIMITED PRODUCT WARRANTY— FIVE YEAR REPAIR, REPLACEMENT OR REFUND REMEDY

Baoding Tianwei Yingli New Energy Resources Co., Ltd (“Baoding Tianwei Yingli”) warrants its Photovoltaic modules (“PV-modules”) to be free from defects in materials and workmanship under normal application, installation, use and service conditions. If the PV-modules fail to conform to this warranty, then for a period ending sixty (60) months from date of sale to the original end-customer (“the Customer”) Baoding Tianwei Yingli will, at its option, either repair or replace the product, or refund the purchase price as paid by the Customer (“Purchase price”). In cases where a subsequent delivery has failed or where a defect was not removed, the Customer has to accept a further attempt to subsequent delivery or to repair the defect before he makes any further statutory guarantee claims. The same shall apply in cases when after the delivery or replacement other defects appear.

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 sixty (60) month period set forth here-in. This limited Product Warranty does not warrant a specific power output which shall be exclusively covered under clause 2 hereinafter (Limited Peak Power Warranty).



2 LIMITED PEAK POWER WARRANTY— LIMITED REMEDY

A: 10 YEARS

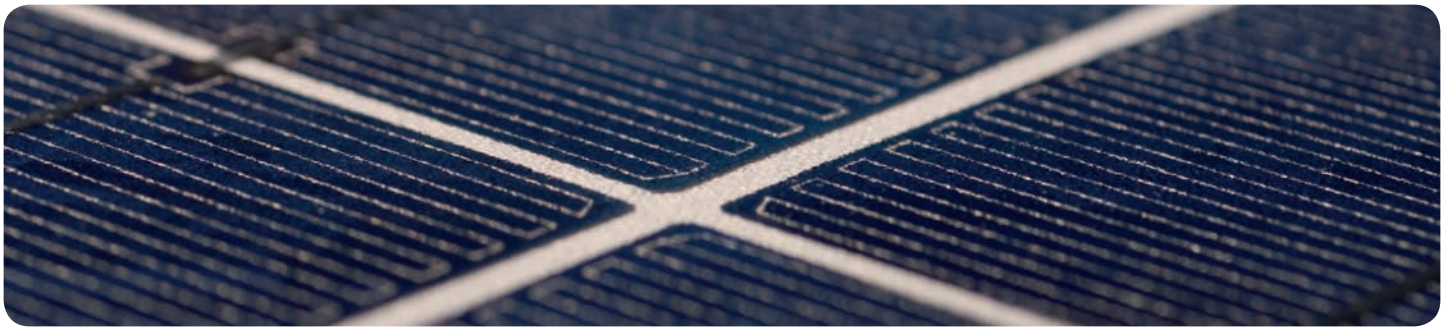
If, within ten (10) years from date of sale to the Customer any PV-module(s) exhibits a power output less than 90% of the minimum Peak Power at YL¹ as specified at the date of delivery in Baoding Tianwei Yingli’s Product Information Sheet, provided that such loss in power is determined by Baoding Tianwei Yingli (at its sole and absolute discretion) to be due to defects in material or workmanship, Baoding Tianwei Yingli will replace such loss in power by either providing to the customer additional PV-modules to make up such loss in power or by replacing the defective PV module(s) at the option of Baoding Tianwei Yingli.

B: 25 YEARS

If, within a period of twentyfive (25) years from date of sale to the Customer any PV-module(s) exhibits a power output less than 80% of the minimum Peak Power at YL¹, provided that such loss in power is determined by Baoding Tianwei Yingli (at its sole and absolute discretion) to be due to defects in material or workmanship, Baoding Tianwei Yingli will replace such loss in power by either providing to the Customer additional PV-modules to make up such loss in power, or by replacing the defective PV-module(s), at the option of Baoding Tianwei Yingli. The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the limited Peak Power Warranty.

3 EXCLUSIONS AND LIMITATIONS

- A: Warranty claims must in any event be filled within the applicable Warranty period.
- B: The limited Warranties do not apply to any PV-modules which in Baoding Tianwei Yingli’s absolute judgement have been subjected to:
- » Misuse, abuse, neglect or accident;
 - » Alternation, improper installation or application;
 - » Non-observance of Baoding Tianwei Yingli’s installation-users and maintenance instructions;
 - » Repair or modifications by someone other than an approved service technician of Baoding Tianwei Yingli;
 - » Power failure surges, lighting, flood, fire, accidental breakage or other events outside Baoding Tianwei Yingli’s control.
- C: The defective Modules shall be sent to Baoding Tianwei Yingli on request. The limited Warranties do not cover any transportation costs for return of the PV-modules or for reshipment of any repaired or replaced PV-modules or cost associated with installation, removal or reinstallation of the PV-modules.
- D: Warranty claims will not be honored if the type or serial number of the PV-modules have been altered, removed or made illegible.
- E: This Guarantee is neither a guarantee for example within the meaning of clause 443 nor within the meaning of clause 276 of the German Civil Code (BGB) or any other comprehensive regulation under European Law. Claims due to loss of profit, compensation for loss of use, indirect damage and claims due to damage occurring exterior to the modules are not covered by this Guarantee.



F: EXCEPT AS EXPRESSLY SET FORTH ABOVE; BAODING TIANWEI YINGLI AND ITS SUBSIDIARIES MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NONINFRINGEMENT. TO THE FULLEST EXTENT PERMITTED AT LAW, UNDER NO CIRCUMSTANCES WILL BAODING TIANWEI YINGLI AND ITS SUBSIDIARIES BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, ARISING, DIRECTLY OR INDIRECTLY, FROM THE SALE OR USE OF ANY PV-MODULES, WHETHER CLAIM IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL THE LIABILITY FOR NONCONFORMING PV-MODULES EXCEED THE PURCHASE PRICE PAID TO BAODING TIANWEI YINGLI AND ITS SUBSIDIARIES FOR THE PARTICULAR PV-MODULES INVOLVED, PLUS REASONABLE SHIPPING EXPENSES. THE RIGHTS AND LIMITATIONS HEREIN SHALL LEAVE UNAFFECTED ANY LEGAL RIGHTS EXISTING UNDER MANDATORY APPLICABLE LAWS.

4 OBTAINING WARRANTY PERFORMANCE

If the Customer feels he/she has a justified claim covered by this limited Warranty, he/she must immediately notify (a) the dealer, who sold the PV-modules, or (b) any authorized Baoding Tianwei Yingli distributor of the claim in writing, or (c) send such notification directly to Baoding Tianwei Yingli. The notification shall include a description of the claimed defect and the PV-module serial number.

Together with the notification Customer should enclose evidence of the date of sale on which the Solar Products have been purchased. If applicable, Customer's dealer or distributor will give advice on handling the claim. If further assistance is required, Customer is invited to write Baoding Tianwei Yingli for instructions. The return of any PV-modules will not be accepted unless prior written authorisation has been given by Baoding Tianwei Yingli.

5 SEVERABILITY

If a part, provision or clause of this limited Warranty, 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 the limited Warranty, and to this end such other parts, provisions, clauses or applications of this limited Warranty shall be treated as severable.

Baoding Tianwei Yingli New Energy Resources Co. Ltd
commerce@yinglisolar.com
0086 - (0)312 - 8929802

6 DISPUTES

No action, regardless of form, arising out of or in any way connected with this limited Warranty, may be brought by Customer more than one (1) year after the cause of action has accrued.

7 VARIOUS

The repair or replacement of the PV-modules or the supply of additional PV-modules does not cause the beginning of new Warranty terms, nor shall the original terms of this limited Warranty be extended. Any replaced PV-modules shall become the property of Baoding Tianwei Yingli. Baoding Tianwei Yingli has the right to deliver another type (different in size, colour, shape and/or power) in case Baoding Tianwei Yingli discontinued producing the PV-module in question at the time of the claim.

8 FORCE MAJEURE

Baoding Tianwei Yingli shall not be in any way be responsible or liable to the Customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this limited Warranty, due to Acts of God, earthquakes, whirlwinds, floods, lightning, snow damage as well as war, riots, strikes, unavailability of suitable and sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the PV-modules or the claim.

NOTE

1 "Peak Power" is the power in watt peak that a PV-module generates in its maximum power point. "YL" are as follows (a) light spectrum of AM 1.5, (b) an irradiation of 1,000 W per m² and (c) a cell temperature of 25 degree Centigrade. The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of Baoding Tianwei Yingli valid at the date of manufacture of the PV-modules. Baoding Tianwei Yingli's calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.