

# TIANWEI NEW ENERGY PHOTOVOLTAIC MODULE

## **LIMITED WARRANTY**

### **Limited Warranty: Materials or Workmanship**

Tianwei New Energy warrants its photovoltaic modules including factory-assembled DC connectors and cables to be free from defects in materials or workmanship under normal application, installation, use, and service conditions. If the product fails to conform to this warranty, then for a period ending sixty (60) months from the date of sale as shown in the invoice to the original consumer purchaser, Tianwei New Energy will, at its option, either repair or replace the product, or refund the purchase price. 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) months period set forth herein.

### **Limited Warranty: Power Output**

**Ten years** Tianwei New Energy warrants for a period of ten (10) years from the date of sale to the original consumer purchaser that the power rating at Standard Test Conditions will remain at 90% or greater of Tianwei New Energy's Minimum Specified Power Rating. Tianwei New Energy will replace such loss in power by either providing additional module to the purchaser to make up for such loss in power, or by replacing the defective modules at the option of Tianwei New Energy.

**Twenty-five years** Tianwei New Energy warrants for a period of twenty-five (25) years from the date of sale to the original consumer purchaser that the power rating at Standard Test Conditions will remain at 80% or greater of Tianwei New Energy's Minimum Specified Power Rating. Tianwei New Energy will replace such loss in power by either providing additional modules to the purchaser to make up for such loss in power, or by replacing the defective modules at the option of Tianwei New Energy.

The relevant Minimum Specified Power Rating is defined in Tianwei New Energy's product data sheet. Standard Test Conditions are irradiance of 1000 W/m<sup>2</sup>, 25°C cell temperature, and AM 1.5 light spectrum. The remedies set forth in this clause shall be the sole and

exclusive remedies provided under the “Limited Power Output Warranty”.

### **Exclusions and Limitations**

The remedy set forth in these limited warranties shall be the sole and exclusive remedy provided under the extended term warranty, unless otherwise agreed by Tianwei New Energy in writing.

The limited warranties set forth herein do not apply to any module which in Tianwei New Energy’s sole judgment has been subjected to misuse, neglect, or accident; has been damaged through abuse, alteration, improper installation or application, or negligence in use, storage, transportation, or handling; or has in any way been tampered with or repaired by anyone other than Tianwei New Energy.

The limited warranties do not cover costs associated with module installation, removal, testing, packaging, transportation, or reinstallation; other costs associated with obtaining warranty service; or costs, lost revenues, or lost profits associated with the performance or nonperformance of defective modules.

Any module repaired or replaced by Tianwei New Energy under a warranty claim shall be covered by the same warranties and original term as the first product purchased under said claim. The term shall not be prolonged or reset from the date of sale to the original consumer purchaser. Any replaced parts or products become the property of Tianwei New Energy.

### **Limitation of Warranty Scope**

The limited warranties set forth herein are expressly in lieu of and exclude 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 Tianwei New Energy, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Tianwei New Energy.

Tianwei New Energy 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 defect in the modules, or from use or installation. Under no circumstances shall Tianwei New Energy 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. Tianwei New Energy's aggregate liability, if any, in damages or otherwise, shall not exceed the payment as paid by the purchaser for the single unit of module.

### **Obtaining Warranty Performance**

If you feel you have a claim covered by this "limited warranty", you must promptly notify us. Together with the notification, you should enclose the evidence of the claim with adequate documentation of module purchase (the invoice), serial number, and product failure. Tianwei New Energy will determine in its sole judgment the adequacy of such claim. If product is determined to be defective and is replaced but is not returned to Tianwei New Energy, then the customer must submit adequate evidence that such product has been destroyed or recycled. The return of any modules will not be accepted unless prior written authorization has been given by Tianwei New Energy.

### **Warranty Transfer**

This warranty is transferable when the product remains installed in its original location at the warranty registration.

### **Severability**

If a part, provision or clause of terms and conditions of sale, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and leave all other parts, provisions, clauses or applications of terms and conditions remaining, and to this end the terms and conditions shall be treated as severable.

### **Disputes**

In case of any discrepancy in a warranty claim, a first-class international test-institute such as TÜV Rheinland in Cologne, Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by Tianwei New Energy.

### **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 warranty be extended. Any replaced

module shall become the property of Tianwei New Energy made for their disposal. Tianwei New Energy has the right to deliver another type (different in size, color, shape and/or power) in case Tianwei New Energy discontinued producing the replaced modules at the time of the claim.

### **Force Majeure**

Tianwei New Energy shall not be responsible or liable in any way to the purchaser or any third-party arising out of non-performance or delay in performance of any terms and conditions of sale due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of such Tianwei New Energy. In such cases, performance by Tianwei New Energy of this limited warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

### **Validity**

This warranty is valid for all modules dispatched between 1st January 2010 and 31st December 2010.

### **Tianwei New Energy (Chengdu) PV Module Co., Ltd.**

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**TOGETHER, WE BRING POWER TO FUTURE.**

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