



Tianwei New Energy (Yangzhou) Co., Ltd.

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Engineering a Reliable Solar Future

Tianwei New Energy(Yangzhou) Photovoltaic Module Limited Warranty

To Customer,

We, Tianwei New Energy(Yangzhou), will sincerely provide you below mentioned Photovoltaic Module Limited Warranty.

1. Scope of Warranty

Tianwei New Energy(Yangzhou) Co., Ltd ("Tianwei(Yangzhou)") grants this Limited Manufacturer's Warranty to the original end user purchaser (the "Buyer") of Tianwei(Yangzhou) brand solar photovoltaic modules manufactured by Tianwei(Yangzhou), purchased from Tianwei(Yangzhou) or an authorized Tianwei(Yangzhou) dealer (the "Products") and accompanied by this Limited Manufacturer's Warranty.

2. Subject Matter of Warranty

Subject to all other terms and conditions of this Limited Manufacturer's Warranty, Tianwei(Yangzhou) warrants:

(I) that upon delivery in their original packing to the Buyer the Products are free from defects in material and workmanship;

(II) that the power output will not lose more than:

(i) For monocrystalline products: 3% within the first year, 4% within the first two years, average 0.6% annually in the following 23 years, ending with 83.5% at the end of 25th year after the Warranty Start Date.

(ii) For polycrystalline products: 2% within the first year, 3% within the first two years, average 0.7% annually in the following 23 years, ending with 83% at the end of 25th year after the Warranty Start Date.

The DC power of a product should be tested under standard test conditions which are: light intensity 1000W/m², temperature 25°C, and AM 1.5.

3. Exclusions and Limitations

Tianwei (Yangzhou)'s Limited Manufacturer's Warranty shall forfeit and not apply to any modules which have been subjected to:

- a) The Product is altered, improperly installed, abused or misused.
- b) The Product is not maintained and installed in accordance with Tianwei(Yangzhou)'s relevant recommendations or instructions.
- c) The Product is serviced or repaired by a third party service provider not previously authorized or approved by Tianwei (Yangzhou).
- d) The Product's type, nameplate or serial number of module is changed, erased or made illegible.



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e) The Product is installed in a mobile device (except photovoltaic tracking system) or marine environment, or exposed to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution).

f) The components in the construction based on which the module is mounted are defective.

g) The Product is exposed to mold discoloration or similar external effects.

h) The Product is exposed to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening, servicing by use of unauthorized spare parts, accident, force of nature (such as lightning strike, earthquake), influence from chemical products or other acts beyond Tianwei(Yangzhou)'s reasonable control (including but not limited to damage by fire, flood, etc.)

The Buyer uses the Products in such a manner as to infringe any third party intellectual property rights such as, e.g., patents, copyrights or registered design rights. For the avoidance of doubt, Tianwei(Yangzhou)'s resulting damage or recourse claims and any other remedies available under any applicable laws are fully reserved and shall not be prejudiced by Buyer's forfeiture of this Limited Manufacturer's Warranty.

4. Remedies

4.1 Remedies of Limited Product -10 Years Repair, Replacement or Refund Remedy

In the event that modules fail to conform to the clause 2(I), during the period of 10 years from delivery date, Tianwei(Yangzhou) will, at its option, either repair or replace the defective product(s) (including free shipping to the Customer), or refund the then current market price of the modules. The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under this clause 4.1 and shall not extend beyond the period set forth herein. This "Remedies of Limited Product" does not warrant a specific power output, which shall be exclusively covered under clause 4.2 hereinafter.

4.2 Remedies of Peak Power -Limited Remedy

In the event that Tianwei(Yangzhou) is liable for a claim brought under the clause 2(II), Tianwei(Yangzhou) will, at its option,(1) replace such loss in power by either, at Tianwei(Yangzhou) sole option, (a) providing addition modules to the customer to make up for such loss in power or (b) replacing the defective module(s) (including free shipping to the Customer) or (2) refund such power loss according to the then current market price of the modules. The remedies set forth in this clause 4.2 shall be the sole and exclusive remedies provided under the "Limited Remedy".

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 Manufacturer's Warranty be extended. Any replaced Product(s) shall become the property of Tianwei(Yangzhou) and shall be returned or otherwise disposed in accordance with Tianwei(Yangzhou)'s instructions. Tianwei(Yangzhou) has the right to deliver another type (different in size, color, shape and or power) in case Tianwei(Yangzhou) discontinued producing the replaced modules at the relevant warranty claim.

Subject to compulsory applicable law, the remedies set out above shall be the only and exclusive remedies available to the Buyer under this Limited Manufacturer's Warranty, to the exclusion of any other or further



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remedy, such as, e.g., any damage claims whatsoever, whether direct or indirect (including without limitations claims for loss of revenues, loss of profits, loss of production or for other consequential losses or damages). Tianwei(Yangzhou)'s aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer, for the single unit of module.

5. Claims Procedure: How to claim your warranty

Claims under this Limited Manufacturer's Warranty must be within 8 weeks from discovery of the relevant defect(s), an notification to Tianwei(Yangzhou) shall be filed by registered mail or courier to Tianwei (Yangzhou) at the address shown below. The notification must include the following information:

- Name and address of the END-CUSTOMER
- Name and address of the INSTALLER resp. SELLER
- A copy of the purchase agreement or installation agreement
- MODULE TYPE and serial number of the respective PV-module
- Quantity of PV-modules affected
- Address of the place of installation of the respective PV-module, in as far as the same differs from the address of the END-CUSTOMER
- A short description of the problem at hand as well as a short description of the tests which may have already been performed as well as their results.
 - ✧ In particular, regarding a material defect: pictures of the defective PV-module which show the defect
 - ✧ In the case of a low power output: information regarding the PV-generator, the inverter, the circuitry (please see the installation documentation for this which you should have received from your INSTALLER) as well as the shadowing situation at the location (please include pictures, if possible)
- The requested warranty performance

The return of any defective Product(s) will not be accepted unless prior written authorization has been given by Tianwei (Yangzhou). In any such case, the Buyer shall remove, de-install, insure, securely package and transport the defective Product(s) at Buyer's expense.

6. Conditions and Disputes

This Limited Manufacturer's Warranty is granted subject to the condition precedent that the Buyer when notifying a claim hereunder accepts in writing the following items (a) through (b) by unconditionally stating: "We hereby accept, and agree to, the choice of law, the choice of technical dispute and the choice of an expert appraiser set out in Clause 6 of your Limited Manufacturer's Warranty on which our claim is based".

- a) This Limited Manufacturer's Warranty shall be governed by the Laws of the Federal Republic of Germany, to the exclusion of its conflict of laws provisions and also to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- b) If a technical dispute arises during a Warranty claim, either party to the Warranty claim may request that the technical dispute be evaluated by a technical expert appointed by the test institution geographically closest to location of the affect Modules from the following list: (I) Fraunhofer ISE in Freiburg, Germany,



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(II) TÜV Rheinland in Cologne, Germany or (III) ASU Arizona State University in Tempe, Arizona U.S.A. The appointed technical expert shall provide its opinion regarding the technical condition of the Modules, and the validity of the Warranty claim. The parties shall cooperate to fully accommodate the appointed technical expert, and shall provide the technical expert with all necessary assistance to promptly complete its review. All fees and expenses of this technical expert's review shall be paid by the party not prevailing under the technical dispute. The technical expert's opinion shall be non-binding, provided however that, the expert's opinion shall be admissible evidence in any Warranty dispute process. Tianwei(Yangzhou) shall have the final explanation right in any Warranty dispute process.

7. Force Majeure:

Tianwei(Yangzhou) shall not be responsible or liable in any way to the Buyer or any third-party for any non-performance or delay in performance of any terms and conditions of sale under this Limited Manufacturer's Warranty, due to occurrences of force majeure such as, e.g., war, riots, strikes, unavailability of suitable and sufficient labor, material, or capacity or technical and any unforeseen event beyond the reasonable 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 defective Product(s) or the notification of the relevant warranty claim under this Limited Manufacturer's Warranty.

Service / Contact Addresses

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