

## Limited Warranty For Crystalline PV Modules

Hoyuan Solar (Wuxi) Co, Ltd. (hereinafter referred to as "Hoyuan Solar") provides the limited warranty to purchasers (hereinafter referred to as "Customer") of Hoyuan Solar crystalline PV modules (hereinafter referred to as "Modules" or "Products"). Unless otherwise agreed in written by the Parties, the Limited Warranty shall apply to Hoyuan Solar Crystalline PV modules manufactured or supplied after the Effective Date specified herein.

This warranty is only applicable to the following module types:

Types of Modules covered by this Limited Warranty						
Series	Module Type	Limited Product Warranty Period (Years)	Limited Peak Power Warranty Period (Years)	First Year Degradation Rate	Annual Degradation Rate	P <sub>min</sub> At The End Of Peak Power Warranty Period
HT Series	HY-NT10/54H	30*	30	1%	0.40%	87.40%
HT Series	HY-NT10/54BH	30*	30	1%	0.40%	87.40%
HT Series	HY-NT10/54GDF	30*	30	1%	0.40%	87.40%
HT Series	HY-NT10/54BGDF	30*	30	1%	0.40%	87.40%
HT Series	HY-NT10/72H	15	30	1%	0.40%	87.40%
HT Series	HY-NT10/72GDF	15	30	1%	0.40%	87.40%
HT Series	HY-NT10/78GDF	15	30	1%	0.40%	87.40%
HP Series	HY-P10/54BH	15	25	2%	0.55%	84.80%
HP Series	HY-P10/54H	15	25	2%	0.55%	84.80%
HP Series	HY-P10/72H	15	25	2%	0.55%	84.80%
HP Series	HY-P10/72GDF	15	30	2%	0.45%	84.95%
HP Series	HY-P12/66H	15	25	2%	0.55%	84.80%
HP Series	HY-P12/66GDF	15	30	2%	0.45%	84.95%

Table 1. Types of Modules covered by this Limited Warranty

\* This 30-year limited product warranty is available only for N type module products installed and operating on residential rooftops in certain regions.

## 1.Limited Product Warranty

Subject to the Exclusions and Limitations in Clause 3 herein, Hoyuan Solar warrants its Products, to be free from defects in materials and workmanship that will influence the power generation function of the Products, under normal application operation, use, installation, and maintenance: within the limited warranty period from the delivery date to the direct Customer or 6 months after the modules are shipped out of the production plant, whichever date is earlier ("Warranty Start Date"). The defects do not include scratches, stains, mechanical wear, rust, mold, deformation or discoloration etc.

If the Product is found defective in material and/or workmanship that will influence the power generation function of the Products, Hoyuan Solar will, according to the types of such deficiency, at its sole discretion, decide to select one of the remedies set forth hereunder: 1) repair the defective products, or 2) deliver replacement products for the defective products, or 3) compensate the fair market value of warranted wattages for defective products assessed at the time of claim (hereafter individually or collectively "Limited Product Warranty").

The remedies set forth above are the only and exclusive remedies provided by Hoyuan Solar for Products defective in material and/or workmanship within Limited Warranty Period, and any claim exceeding Limited Warranty Period shall be rejected and void. Unless otherwise stipulated in Clause 5 Warranty Assignment, remedies will be offered to the Customer only which directly purchased the Products from Hoyuan Solar. This Limited Warranty for Crystalline PV Modules does not warrant a specific power output, which shall be exclusively covered under Clause 2 hereinafter ("Limited Peak Power Warranty - Limited Remedy").

## 2.Limited Peak Power Warranty

Subject to the Exclusions and Limitations in clause 3 herein, beginning on the warranty start date and for the first year following the Warranty Start Date, Hoyuan Solar warrants that the Degradation Rate of Modules shall not exceed the applicable First Year Degradation Rate; for each year after the first year, the Degradation Rate of Modules shall not exceed the applicable Annual Degradation Rate, as set forth at Table 1.

To avoid any doubt, this limited performance warranty shall apply only to the actual power output of the front-side of the modules.

Provided that Hoyuan Solar facility or the third party testing institute recognized by both sides tests and recognizes such loss in power described above, and Hoyuan Solar (at its sole and absolute discretion) determines that loss in power arises out of the defects in material and/or workmanship, Customer is eligible for claim under this Limited Warranty for Crystalline PV Modules. Hoyuan Solar will, at its sole discretion, select one of the following remedies: 1) providing replacement modules to the Customer to make up for such loss in power, or 2) by repairing the defective modules, or 3) by compensating the Customer an amount equal to the fair market value of the wattage difference between the actually measured power output wattages and the warranted wattages at the time of first filing the warranty claim.

The remedies set forth in this Clause 2 shall be the sole and exclusive remedies for Products provided under the "Limited Peak Power Warranty - Limited Remedy". Attention: The actual power output is to be measured under Standard Testing Conditions (STC, defined as: (a) light spectrum of AM 1.5, (b) an irradiation of 1000 W/m<sup>2</sup>, (c) a cell temperature of 25 °C at right angle irradiation). Any power measurement mentioned herein shall be carried out in accordance with IEC60904 and subjected to an allowance of power measurement deviation of +3%. Any measured data within +3% deviation shall be regarded as compliant with the power output wattages warranted above.

### 3.Warranty Exclusions and Limitations

3.1 In any event, all warranty claims must be filed in accordance with the instructions outlined in Clause 4 of this Limited Warranty for Crystalline PV Modules, within the applicable warranty period.

3.2 The Limited Warranty for Crystalline PV Modules does not apply to modules which have or fit any of the following events:

- 1) Customer's failure to make full payments of the Products under the purchase order or any sale and purchase agreement;
- 2) Unable to provide the purchase proofs, Products information and other information or materials that can prove the claim is valid;
- 3) Misuse, abuse, neglect or accident;
- 4) Alteration, disassemble, reinstallation, and/or improper installation or application;

- 5) Non-observance of local laws and regulations where the Products installed and/or non-observance of Hoyuan Solar's installation and maintenance manual or instructions;
- 6) Repair or modifications by persons that have not been previously authorized or approved by Hoyuan Solar;
- 7) Which have been moved from its original installation location without authorization or approval by Hoyuan Solar;
- 8) Failures caused by surrounding equipment of the Products;
- 9) Use under unusual conditions or environments (such as extreme heat or corrosion) that deviate from the product specifications and installation manual;
- 10) Installation on the mobile platforms (except for PV tracking systems) or exposed to the marine environment;
- 11) Use of Products for purposes unrelated to the generation of solar power;
- 12) Connection with any other manufacturer's PV modules, or Hoyuan Solar Products that are a different model or have different power output specifications without Hoyuan Solar's approval in advance;
- 13) Defects occurring during transportation or storage in violation of usual transportation or storage rules or such specified by Hoyuan Solar, after the modules have been delivered to the Customer;
- 14) Use the Products in a way that infringes Hoyuan Solar's or any other third party's intellectual property rights (including but not limited to patent rights, trademark rights, etc.);
- 15) Any alteration, removal or illegibility of the type or serial number of the Products.
- 16) Naturally occurring scratches, stains, mechanical wear, rust, degradation, discoloring, or other alteration occurring after the shipment from Hoyuan Solar that have no effect on the power generation performance or mechanical strength of the module, but not limited to the below visual alteration during the related warranty period:
  - a) Non-significant discoloration of laminate.
  - b) Non-significant loss of glass transparency.
  - c) Non-significant increase of surface roughness.
  - d) Non-significant frame damage due to environmental stress.
  - e) Non-significant damage of junction box due to environmental stress or indication of corrosion.

- f) Non-significant damage of connectors and cables due to environmental stress or indication of corrosion.
  - g) Non-significant damage of frame fixation due to environmental stress.
- 17) Circumstance that the defect claimed cannot be discovered, found or detected according to the usual technology level when Products entered into circulation;
- 18) Power failure or surges, flood, fire, hurricane, volcanic eruption, surface collapse, debris flow, lightning, earthquake, heavy snowfall, hailstone, strong breeze etc. Accidental breakage or other events caused by force of nature, force majeure, or other unforeseeable circumstances directly or indirectly caused outside the range of influence of Hoyuan Solar.

3.3 Hoyuan Solar undertakes to bear the reasonable transportation costs for delivering the repaired or replacement Products to the Customer.

However, the aforesaid reasonable transportation costs shall not include any insurance fees, taxes or import and export duties or any costs incurred as a result of the Customer's failure to cooperate with Hoyuan Solar, such as storage fees, demurrage, etc. The Customer shall provide Hoyuan Solar with the original invoice related to such reasonable transportation costs, otherwise Hoyuan Solar shall not bear such costs. The reasonable transportation costs shall not exceed the costs agreed by Hoyuan Solar in advance in writing, any excess shall be borne by the Customer.

If Hoyuan Solar opts to repair the products itself, the Customer shall cooperate and assist Hoyuan Solar in reasonable and practical manners. However, should the repair be made by the Customer or the third party entrusted by the Customer with prior written approval of Hoyuan Solar, the directly related costs and expenses on material and manpower shall be borne by Hoyuan Solar.

The following costs and expenses shall be borne by the Customer no matter whether Hoyuan Solar undertakes to execute any remedy under Limited Product Warranty or Limited Peak Power Warranty:

- 1) Costs and expenses incurred in the process of dis-installation and repacking of the defective products, installation of replacement products, and reinstallation of the repaired products; profits loss of the system generation; fees, levies, taxes or other financial duties due in relation to any applicable electronic waste disposal regulations and laws;
- 2) Any fees, levies, taxes or other financial duties imposed on Hoyuan Solar or imposed on the products in order to comply with the laws, regulations, governmental or judicial decisions, and industrial standards promulgated after purchase of the products.

3.4 Hoyuan 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 modules, including, without limitation, any defects in the modules, or from use or installation. Under no circumstances shall Hoyuan Solar be liable for incidental, consequential, collateral damages (including but not limited to profit loss, revenue loss, production loss or power generation loss, loss of business opportunities, interest loss, liquidated damages, other property losses), loss of use, or special damages, regardless of whether such damage or losses are based on agreements, warranty, assurance or guaranty, in tort or by strict liability, or whether Hoyuan Solar has prior knowledge of the possibilities of occurrence of such losses. Hoyuan Solar's maximum aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value against the affected modules as paid for by the Customer.

#### 3.5 THE CUSTOMER AGREES AND ACCEPTS THAT:

THE WARRANTIES TO CUSTOMER SET FORTH IN THE LIMITED WARRANTY, ARE ONLY AN EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES. EXPRESS OR IMPLIED.

Hoyuan Solar hereby disclaims and excludes any implied warranty of merchantability or fitness for particular purpose, and all warranties arising from course of dealing or usage of trade. Any description of products sold under the contract and acknowledged by Hoyuan Solar, including the description of the Products' properties and performance, suggestions and advises on Product's application, use or suitability, regardless of being made in writing or verbally, in public statement, endorsement or advertisement, shall not bind to Hoyuan Solar and shall not be construed as an express warranty.

## 4. Procedures for Warranty Claims

4.1 Warranty claims should be sent to Hoyuan Solar directly at the address: No. 198, Zhujiang Road, Jiangyin County, Wuxi City, P.R.China

4.2 Warranty claims must be sent by registered mail or formal qualified courier. The claims must include the module model type and the serial number of the defective module(s) (both can be found on the module label), the installation date, location and address of the installation, a precise description of the defect observed and (if applicable, additional information that could attribute to the analysis of the defect, photographs of the damaged modules, the circuit diagram of the system, any records from the system data monitoring), accompanied by payment voucher and a copy of the purchase contract, warranty

document, delivery date or installation date at project site, and other supporting materials required by Hoyuan Solar, and the Customer must state: "We hereby accept, and agree to, the choice of law, the choice of an expert appraiser and the choice of arbitration as set out in Clause 7 of your Limited Warranty for Crystalline PV Modules on which our claim is based."

4.3 Customer shall raise the claim to Hoyuan Solar or the distributors in accordance with the Clause 4.1 within thirty (30) calendar days from the date when Customer find and discover or should have found or discovered that there is 1) material or workmanship defect(s) in module: or 2) module power output declining more than the one warranted in this Limited Warranty. Should the claim not be raised within the above thirty (30) calendar days, Customer's right to claim shall have been forfeited.

4.4 Hoyuan Solar is entitled to supply another similar type of Products to replace the claimed one if the type of claimed Products is no longer in production when the warranty claim is received.

4.5 The repair, replacement, or additional delivery of a Product neither renews nor extends the period of the warranty. The warranty period for replaced, repaired or additional delivered products is the remainder of the warranty for the defective products.

4.6 Unless required by Hoyuan Solar otherwise, any claimed/defective Product that has been replaced shall be disposed by Customer at its own expenses and costs in accordance with the local applicable electronic waste law or regulations.

4.7 Hoyuan Solar shall not accept any return of products without its prior written authorization.

4.8 Products having been replaced shall not be sold, reworked or reused in any way, unless expressly authorized by Hoyuan Solar.

## 5. Warranty Assignment

Without prejudice to other rights and remedies to Hoyuan Solar in the Warranty letter, unless the end-user of the Products can submit sufficient documents to the extent satisfactory of Hoyuan Solar evidencing the successful transfer and assignment of warranty from Customer to end-user, Hoyuan Solar shall be entitled to reject the claims made by the end-user or owner of the Products. This Limited Warranty may be assigned to a third party who obtains the title of the Products upon reasonable prior written notice to Hoyuan Solar under following pre-conditions:

- 1) the Products remain installed in their original installation location without reinstallation;

- 2) Hoyuan Solar has received the full payment for the Products;
- 3) the third-party shall sign a letter confirming the acceptance of the Limited Warranty upon the request of Hoyuan Solar.

Notwithstanding the aforesaid, this Limited Warranty shall only be assigned as a whole and not in part to any party taking legal title of the Products.

## 6. Severability

If a part, provision or clause of this Limited Warranty for Crystalline PV Modules, 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 this Limited Warranty for Crystalline PV Modules, and to this end such other parts, provisions, clauses or applications of this Limited Warranty for Crystalline PV Modules shall be treated as severable.

## 7. Disputes

No action, regardless of form, arising out of or in any way connected with this Limited Warranty for Crystalline PV Modules, maybe brought against Hoyuan Solar more than six (6) months after the cause of action has occurred.

Hoyuan Solar may provide these warranty conditions in several languages for the convenience of Customers. In the event of deviations, the English version shall prevail.

In the case of a dispute in a warranty claim, a first-class international institute designated by Hoyuan Solar such as Fraunhofer ISE in Freiburg, Germany or TUV Rheinland in Cologne/China, TUV SUD in China, Intertek, CSA and other test laboratories (CBTL) accredited by IECCE shall be involved to judge the claim. All fees and expenses shall be borne by the losing party, unless otherwise awarded. If Hoyuan Solar and/or the Customer refuse(s) to accept or enforce the award made by the international institute, such dispute shall be finally settled in accordance with the dispute resolution as set out in the purchase agreement entered into by Hovuan Solar and the customer for purchasing the products. The final right of interpretation shall be vested in Hovuan Solar.

## 8. Miscellaneous

Unless otherwise stipulated in the agreement, this Limited Warranty shall only apply to Products manufactured or sold after the effective date of this Warranty, and shall have no retroactive effect to the Products supplied prior to the effective date.

Hoyuan Solar and Customer agree that both parties have reviewed and understand the provisions of this Limited Warranty and Customer acknowledges that Hoyuan Solar has explained all provisions and legal effect contained in such provisions and Customer has received satisfactory explanations as to any issue raised by it in respect thereof. Under no circumstances shall the Limited Warranty and provisions herein be regarded as the standard format clause of either party.

Unless otherwise stipulated by separate agreement, this Warranty shall not take effect to Hoyuan Solar unless it is signed by Hovuan Solar either in separate form or cosigned in form of annexes with major contract order.

### GLOBAL SERVICE CENTERS

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