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## Yangtze Solar Limited Warranties Terms Photovoltaic Module Products

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Yangtze Solar Power Co., Ltd. (YANGTZE SOLAR) shall warrant its Photovoltaic Solar Modules (MODULES)'s performance starting from the date of shipment to the original customer (CUSTOMER) (WARRANTY START DATE).

### 1. TWELVE YEAR PRODUCT WARRANTY

Yangtze Solar warrants its photovoltaic modules (MODULES) been delivered to the customer will be free from defects in materials and workmanship which would impact the functionality of the MODULES under normal application, installation, use and service conditions as specified in yangtze solar standard product documentation. The MODULES must be installed according to the latest Installation Manual provided by YANGTZE SOLAR , otherwise this warranty will be void.

If MODULES fail to conform to this warranty, for a period ending *twelve(12)* years from the WARRANTY START DATE, yangtze solar will, at its option, either repair or replace the product, or refund the percentage of the cost of MODULES (the purchase price minus a 4% annual depreciation). The repair, replacement and refund remedy shall be the sole and exclusive remedy provided under the 12 Year Product Warranty and shall not extend beyond the *twelve(12)* years period set forth herein. This 12 Year Product Warranty does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter ("Modules Performance Warranty").

### 2. MODULES PERFORMANCE WARRANTY

In each case beginning within *twelve(12)* years from the WARRANTY START DATE, any MODULES exhibits a power output more than **ninety percent (90%)** of the Minimum Specified Power Rating, and further to a **twenty-five (25)** years guarantee that the module power output will be at least **eighty percent (80%)** of the Minimum Specified Power Rating set forth on product specification sheet. The relevant Minimum Power Rating is defined in yangtze solar Product Data Sheet at the time of delivery.

The "Minimum Specified Power Rating" must be measured in accordance with IEC61215 Standard Test Conditions as follows: (A) light spectrum of AM 1.5; (B) an irradiation of 1,000 W per m<sup>2</sup>; and (C) a cell temperature of 25 degree Centigrade.

If the MODULES power output does not achieve the **90%** or **80%** minimum power output thresholds during the guarantee period, then such loss in power is determined by yangtze solar (at its sole and absolute discretion) will replace such loss in power by either providing CUSTOMER additional MODULES to make up such loss in power, or by repairing or replacing the defective MODULES, at the option of YANGTZE SOLAR.

### 3. Exclusions and Limitations

Warranty claims must in any event be filed within the applicable Warranty period. The 12 Year Product Warranty and the Module Performance Warranty do not apply to any MODULES which in YANGTZE SOLAR absolute judgment have been subjected to:

- Misuse, abuse, neglect or accident;
- Alteration, improper installation or application;
- Non-observance of YANGTZE SOLAR Installation and Maintenance Instructions ;
- Repair or modifications by someone other than an approved service technician of YANGTZE SOLAR;
- Power failure surges, lightning, flood, fire, accidental breakage or other events outside YANGTZE SOLAR control.

The 12 Year Product Warranty and the Module Performance Warranty do not cover any transportation charge, customs clearance or any other costs for return of MODULES or reshipment of any repaired or replaced MODULES, or cost associated with installation, removal or reinstallation of MODULES. Beyond, Warranty claims will not be honored if the type or serial number of MODULES have been altered, removed or made illegible.

### 4. Limitation of Warranty Scope

The Limited Warranties for Photovoltaic Modules set forth herein are expressly in lieu of all other express or implied warranties and exclude their validity. The exclusion includes but not limits to warranties of merchantability and fitness for particular purpose, usage, or application, or all other obligations or liabilities on the part of yangtze solar, unless such other warranties, obligations or liabilities are expressly agreed to in writing, signed and approved by yangtze solar in that specific deal (such other warranties, obligations or liabilities which are expressly agreed to by yangtze solar in that specific deal shall be valid only in that specific deal).

Whatsoever, Yangtze Solar's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER.

### 5. Various

The repair or replacement of MODULES or the supply of additional MODULES, does not cause the beginning of new warranty terms, nor shall the original terms of these limited warranties be extended. All the defective MODULES have been replaced that shall become the property of yangtze solar .

Yangtze Solar has the right to deliver similar type (different in size, color, shape and/or power) in case Yangtze Solar discontinued producing the MODULES in question at the time of the claim.