

# Warranty

Wanxiang New Energy LLC Warrants for all STANDARD PV MODULES produced by Wanxiang New Energy LLC. As below:

## **1. 5 Year Limited Warranty- Materials and Workmanship**

Wanxiang New Energy LLC located in Rockford, IL, USA Warrants that for five (5) years from the date of shipment, its Photovoltaic modules ("PV modules") shall 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 five (5) years from shipment, Wanxiang New Energy LLC will, at its sole option, repair or replace, with equivalent product, or refund the purchase price, annually reduced by linear monthly depreciation. Buyer must provide proof that the malfunction is a result of material or workmanship. The repair, replacement, or refund shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the five (5) years period set forth herein. This Limited Product Warranty does not warrant a specific power output, which may be covered under clause 2 hereinafter (Limited Power Warranty).

## **2. Limited Power Performance Warranty**

a) Wanxiang New Energy LLC warrants: If, within ten(10) years from date of delivery to the Customer any PV module(s) exhibits a power output less than 90% of the Minimum Peak Power<sup>2</sup> as specified at the date of delivery in Wanxiang New Energy LLC Product test data, provided that such loss in power is determined by Wanxiang New Energy LLC (in its sole and absolute discretion) to be due to defects in material or workmanship, Wanxiang New Energy LLC, at its sole option, will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power, provide monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules.

b) Wanxiang New Energy LLC additionally warrants: If, within twenty five (25) years from date of delivery to the Customer any PV module(s) exhibits a power output less than 80% of the Minimum Peak Power<sup>2</sup> as specified at the date of delivery in Wanxiang New Energy LLC's Product test data, provided that such loss in power is determined by Wanxiang New Energy LLC (in its sole and absolute discretion) to be due to defects in material or workmanship Wanxiang New Energy LLC, at its sole option, will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power, provide monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules.

<sup>1</sup> "Peak power" is the power in peak watts that a PV module generates at STC

<sup>2</sup> "Minimum Peak Power" = Peak power minus the Peak power tolerance

### **3. Exclusions and limitations**

- a) Warranty claims must in any event be filed within the applicable Warranty period.
- b) The Limited Warranties do not apply to any PV modules which in Wanxiang New Energy LLC's reasonable discretion have been subjected to including but not limited to: misuse, abuse, neglect or accident; alteration, improper installation or application; nonobservance of Wanxiang New Energy LLC's installation, users and/or maintenance instructions; power failure surges, lightening, flood, fire, hail storms, accidental breakage, pest damage, marine or tropical environment, mobile applications or other events outside Wanxiang New Energy LLC's control. These Limited Warranties cover only the original installation and only to the owner at time of warranty occurrence, any reinstallation of panels will void warranty.
- c) The Limited Warranties do not cover any transportation costs for return of the PV modules including customs clearance, 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 apply if the type or serial number of the PV modules is altered, removed or made illegible.
- e) Any repair or replacement of an affected product shall not increase the applicable warranty period.
- f) All power testing will be done at Wanxiang New Energy in Rockford IL or at a certified testing facility at the buyer's expense.
- g) Installation, repair, attachment to, modification or movement of your Wanxiang New Energy solar system must be by a Wanxiang New Energy approved technician for warranty to be valid.

#### **4. Limitation of Warranty Scope**

Subject to the limitations under applicable law, 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 Wanxiang New Energy LLC, unless such other warranties, obligations or liabilities are expressly agreed to in writing signed and approved by Wanxiang New Energy LLC. Wanxiang New Energy LLC 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 product, including, without limitation, any defects in the module, or from use or installation. Under no circumstances shall Wanxiang New Energy LLC be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded.

Wanxiang New Energy LLC aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price paid to Wanxiang New Energy LLC by the customer, for the unit of product.

#### **5. Obtaining Warranty Performance**

If Customer has a justified claim covered by this Limited Warranty, Customer should immediately send such notification to Wanxiang New Energy LLC Corporation, directly. In addition, Customer must enclose evidence of the date of shipment of the PV module. The return of any PV modules will not be accepted unless prior written authorization has been given by Wanxiang New Energy LLC. All claims, questions or concerns under this Limited Warranty must be delivered to Wanxiang New Energy LLC.

#### **6. Disputes**

Any claim or dispute arising under or in connection with this warranty certificate must be brought in the courts of Rockford, IL, USA. All fees and expenses shall be borne by the losing party.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

## **7. Force Majeure**

Wanxiang New Energy shall not be responsible or liable in any way to the customer or any third party arising from any non-performance or delay in performance of any terms and conditions of sale, including this “Limited Warranty for PV Modules”, due to acts of 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 Wanxiang New Energy. In such cases, performance by Wanxiang New Energy of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

## **8. Validity**

This limited warranty is valid for all modules shipped from Wanxiang New Energy’s plant in Rockford, IL between January 1<sup>st</sup> 2012 and December 31<sup>st</sup> 2012.

Wanxiang New Energy LLC

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