

LIMITED WARRANTY FOR CRYSTALLINE PV MODULES

Effective from March 1, 2016

THE POWER OF ASTRONERGY



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A **CHNT** COMPANY

LIMITED WARRANTY FOR CRYSTALLINE PV MODULES

Chint Solar (Hong Kong) Company Limited (hereafter referred to as “Chint Solar”) provides the limited warranty to purchasers (hereafter referred to as the “customer”) of Chint Solar Crystalline PV modules. The terms of the limited warranty are as follows:

1. Limited Product Warranty – Ten-Year Repair, Replacement or Refund Remedy

Subject to the Exclusions and Limitations in clause 3 herein, Chint Solar warrants its Crystalline PV modules (hereafter referred to as “modules”), including factory-assembled glass, cells, films, frame, electric components, connection boxes, plugs and wires, if any, to be free from defects in materials and workmanship under normal application, operating conditions, use, installation, and maintenance, within a period of 120 months from the date of delivery to the end customers but not later than 6 months after delivery to the first purchaser from Chint Solar, (hereafter referred to as the “warranty start date”).

If a module is found defective in material or workmanship, Chint Solar will, at its sole discretion, repair or replace the module, or refund the purchase price of such defective module as paid by the customer within the above specified period according to the type of defect. For clarification purpose: “material or workmanship defects” are defined per IEC 61215 Clause 7, IEC 61215 Clause 10.1 and IEC 61730 Clause 10.1 for visual defects, and per IEC 61215 entire Clause 10 for electrical and mechanical defects. Like all materials exposed to different environmental conditions, components of modules are subject to natural degradation (aging) and their

appearance may change within the warranty period.

The options to repair or replace defective modules, or refund the price of remaining value are the only and exclusive remedies guaranteed under this Limited Warranty for Crystalline PV Modules and shall not extend beyond the period of 120 months set forth here. Remedies will be performed directly to the end customer only. 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 – Limited Remedy

Subject to the Exclusions and Limitations in clause 3 herein, Chint Solar warrants that:

1). Regular poly product exhibits a power output no less than 97.5% of the nominal peak power specified on the respective datasheet or module label at Standard Testing Conditions (STC, defined as: (a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per m² and (c) a cell temperature of 25 degrees Celsius at right angle irradiation.) within the first year from the date of delivery to the end customers but not later than 6 months after delivery to the first purchaser from Chint Solar, (hereafter referred to as the “warranty start date”), or power output declining by no more than 0.7% per year of the nominal

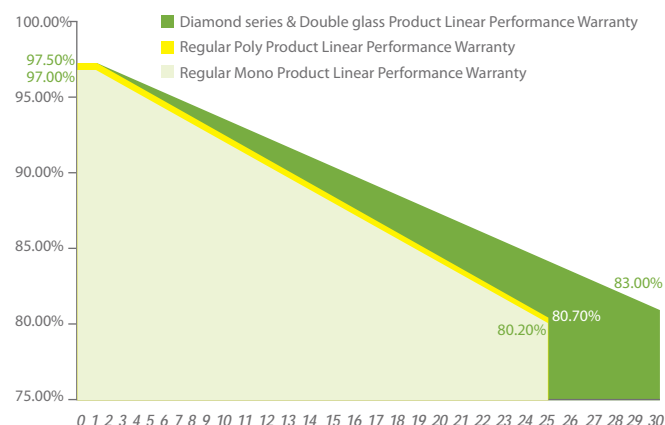
peak power as specified on the respective datasheet at STC from the 2nd year to 25th year. Consequently, at the end of the twenty-fifth year from the “warranty start date”, the modules will still produce a power output of at least 80.7% based on the stated nominal output at STC.

2). Regular mono product exhibits a power output no less than 97% of the nominal peak power specified on the respective datasheet or module label at Standard Testing Conditions (STC, defined as: (a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per m2 and (c) a cell temperature of 25 degrees Celsius at right angle irradiation.) within the first year from the date of delivery to the end customers but not later than 6 months after delivery to the first purchaser from Chint Solar, (hereafter referred to as the “warranty start date”), or power output declining by no more than 0.7% per year of the nominal peak power as specified on the respective datasheet at STC from the 2nd year to 25th year. Consequently, at the end of the twenty-fifth year from the “warranty start date”, the modules will still produce a power output of at least 80.2% based on the stated nominal output at STC.

3). Diamond series and Double glass product exhibits a power output no less than 97.5% of the nominal peak power specified on the respective datasheet or module label at Standard Testing Conditions (STC, defined as: (a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per m2 and (c) a cell temperature of 25 degrees Celsius at right angle irradiation.) within the first year from the date of delivery to the end customers but not later than 6 months after delivery to the first purchaser from Chint Solar, (hereafter referred to as the “warranty start date”), or power output declining by no more than 0.5% per year of the nominal peak power as specified on the respective datasheet at STC from the 2nd year to 30th year. Consequently, at the end of the thirtieth year from

the “warranty start date”, the modules will still produce a power output of at least 83.0% based on the stated nominal output at STC.

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For the above such loss in power measured by Chint Solar facility or the 3rd party testing institute recognized by both sides, it is determined by Chint Solar (at its sole and absolute discretion) to be due to defects in material or workmanship, is eligible for claim under this Limited Warranty for Crystalline PV Modules. Chint Solar will remedy such loss in power by either providing additional modules to the customer to make up for such loss in power, or by repairing or replacing the defective modules at the discretion of Chint Solar.

The remedies set forth in this Clause 2 shall be the sole and exclusive remedies provided under the “Limited Peak Power Warranty – Limited Remedy”.

Caution: Any power measurement mentioned herein shall be carried out in accordance with IEC 60904 and subjected to - a power measurement uncertainty of $\pm 3\%$.

3. Warranty Exclusions and Limitations

A. 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.

B. The Limited Warranty for Crystalline PV Modules does not apply to any modules which have been subjected to:

- Misuse, abuse, neglect or accident;
- Alteration, disassemble, reinstallation, and/or improper installation or application;
- Non-observance of Chint Solar's installation and maintenance instructions;
- Repair or modifications by persons that have not been previously authorized or approved by Chint Solar;
- Failures caused by surrounding equipment of the module;
- Use under unusual conditions or environments (such as high temperature, high humidity and so on) that deviate from the product specifications and installation manual;
- Use for purposes unrelated to the generation of solar power;
- Connection with any other manufacturer's PV modules, or Chint Solar modules that are a different model or have different power output specifications without Chint Solar's approval in advance.
- Defects occurring during transportation or storage in violation of usual transportation or storage rules or such specified by Chint Solar, after the modules have been delivered to the customer;
- Naturally occurring scratches, stains, mechanical wear, rust, degradation, discoloring, or other alteration occurring after the shipment from Chint 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.
- Power failure surges, flood, fire, accidental breakage or other events caused by force of nature, force majeure, or other unforeseeable circumstances outside the range of influence of Chint Solar.

C. The Limited Warranty for Crystalline PV Modules does not cover any transportation charges, customs clearance or any other costs for return of the modules, for reshipment of any repaired or replaced modules, or costs associated with installation, removal or reinstallation of the modules, or profits loss of the system generation.

D. Warranty claims will not be honored if the type or serial number of the modules have been altered, removed or made illegible.

E. Chint 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 Chint Solar be liable for incidental, consequential, loss of use, loss of profits, loss of revenues, loss of production or

special damages. Chint Solar's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value against the affected modules as paid for by the customer.

4. Obtaining Warranty Performance

A. Warranty claims should be sent to (a) the dealer who sold the modules, or (b) the authorized Chint Solar distributor who sold the modules, or (c) Chint Solar directly at the address: 1335 Bin'an Rd, Binjiang District, Hangzhou, 310052, China

B. Warranty claims must be sent by registered mail or courier or any other official written and legal valid document. 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 a copy of the relevant invoice and purchase contract, delivery date, and 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 6 of your Limited Warranty for Crystalline PV Modules on which our claim is based." Incomplete notifications claims that do not meet the notification deadline of Clause 4, Section C will not be processed.

C. Any claim under this limited warranty shall be forfeited if (a) the customer does not notify Chint Solar of such claim in writing in accordance with Clause 4 Section

A within thirty (30) days after discovering or after the customer should have discovered, the defect claimed under warranty; or (b) the customer does not commence court or arbitration action within six (6) months after proper notification of the claim.

D. Chint Solar is entitled to supply another type of module (if necessary, with other properties) to replace the claimed one if it is no longer in production when the warranty claim is received.

E. The repair, replacement, or additional delivery of a module neither renews nor extends the period of the warranty.

F. Any claimed/defective product that has been replaced by Chint Solar shall become the property of Chint Solar. The claimed/defective product shall be returned or otherwise disposed of in accordance with the instructions of Chint Solar and at the customer's expense.

5. 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.

6. 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 Chint Solar more than six (6) months after the cause of action has occurred.

Chint 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 Chint Solar such as Fraunhofer ISE in Freiburg, Germany or TÜV Rheinland in Cologne/China, TÜV SUD in China, Intertek, CSA and other test laboratories (CBTL) accredited by IECEE shall be involved to judge the claim. All fees and expenses shall be borne by the losing party, unless otherwise awarded. The final right of interpretation shall be borne by Chint Solar.



GLOBAL SERVICE CENTERS

Chint Solar (Zhejiang) Co., Ltd.
1335 Bin'an Road, Binjiang District
Hangzhou, Zhejiang Province, 310053
China
Tel: + 86 571 5603 1888
Fax: + 86 571 5603 2383

MANUFACTURING PLANTS

Hangzhou, Shanghai, Haining, Malaysia

SUBSIDIARIES

Spain

Chint Energy SLU
Paseo de Gracia, 78 2-1ª
08008 Barcelona, Spain
sales@astronergy.com

Germany

Astronergy GmbH
Karlstr. 8
88212 Ravensburg,
Germany
Tel: + 49 (0)751 295096-10
Fax: + 49 (0)751 295096-39

Astronergy Solar Module GmbH
Straße 8
D 15236 Frankfurt (Oder)

North America

Astronergy Solar, Inc.
851 Burlway Road, Suite 301.
Burlingame, CA 94010.
USA
Tel: +1 415 802 7399

Japan

Astronergy Solar Japan Co., Ltd.
Shin-Osaka Hankyu Building 3F, 1-1-1,
Miyahara, Yodogawa-ku, Osaka-shi, Osaka,
Japan
Tel: + 080 6172 1555

Korea

Astronergy Solar Korea
5th FL. Cowell Bldg, 66-1,
Banpo-Dong, Seocho-Gu,
Korea
Tel: + 82 (0)2 2226 3911
Fax: + 82 (0)2 2226 3910

Thailand

Astronergy Solar Thailand Co., Ltd.
#10/151(1702), 17th Floor, The Trendy
Building, Soi 13 Sukumvit Rd.,
Klongtoey-Nua, Wattana,
Bangkok 10110, Thailand
TEL. No. +662 168 7090
FAX. No. +662 168 7093

India

Astronergy Solar India Pvt Co., Ltd.
21, Block-A, Diamond District,
Old Airport Road, Bangalore – 560 008,
India
Tel: +91 80 2521 6293