

Warranty for Huanghe PV Modules

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

Xi'an Huanghe Photovoltaic Technology Co., Ltd. (HUANGHE PV) warrants all its PV solar modules (MODULES), including factory-assembled junction boxes, connectors and cables, to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If MODULE(s) fail to conform to this warranty, during the period of five years from the WARRANTY START DATE, HUANGHE PV will, at its option, either repair or replace the products. The repair or replacement remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the period set forth herein. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (Limited Peak Power Warranty).

2. Limited Peak Power Warranty – Limited Remedy (The remedy under this clause shall be the sole and exclusive remedy under the “Limited Peak Power Warranty”.)

(1) If, for a period of 10 years from the WARRANTY START DATE, any MODULE(s) exhibits a power output less than 90% of the nominal power as set out in HUANGHE PV's product specifications, provided that such loss in power is determined by HUANGHE PV (at its sole and absolute discretion) to be due to defects in material or workmanship, HUANGHE PV will provide the following solutions:

HUANGHE PV will replace such loss in power by either, at HUANGHE PV's sole option, providing additional MODULE(s) to the customer to make up for such loss in power or replacing the defective MODULE(s).

(2) If, for a period of 25 years from the WARRANTY START DATE, any MODULE(s) exhibits a power output less than 80% of the nominal power as set out in HUANGHE PV's product specifications, provided

that such loss in power is determined by HUANGHE PV (at its sole and absolute discretion) to be due to defects in material or workmanship, HUANGHE PV will provide the following solutions:

HUANGHE PV will replace such loss in power by either, at HUANGHE PV's sole option, providing additional MODULE(s) to the customer to make up for such loss in power or replacing the defective MODULE(s).

3. Exclusions and Limitations

(1) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.

(2) All warranty claims shall be settled with remedy service. Return of products and/or monetary remedy will not be provided.

(3) The "Limited Product Warranty" and the "Limited Peak Power Warranties" do not apply to the following circumstances:

A. Misuse, abuse, neglect or accident;

B. Alteration, improper installation or application;

C. Non-observance of HUANGHE PV's installation and maintenance instructions;

D. Repair or modifications by someone other than an approved service technician of HUANGHE PV;

E. Power failure surges, lightning, flood, fire, accidental breakage or other events outside HUANGHE PV's control.

(3) Both the "Limited Product Warranty" and "Limited Peak Power Warranties" do not cover any costs associated with installation, removal or re-installation of the PV MODULE(s) and (except as explicitly set forth in Section 5) customs clearance or any other costs for return of the MODULE(s).

(4) Warranty claims will not be honored if the type or serial number of the MODULE(s) have been altered, removed or made illegible.

(5) PV MODULE(s) with broken glass will not be covered by this Warranty because all MODULES of

HUANGHE PV have passed certification of IEC61215 quality system.

4. Limitation of Warranty Scope

These “Limited Warranties for PV Modules” as 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 of particular purpose, use or application, and all other obligations or liabilities on the part of HUANGHE PV, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by HUANGHE PV. HUANGHE PV 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 MODULES, including, without limitation, any defects in the MODULE, or from use or installation. Under no circumstances shall HUANGHE PV be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. HUANGHE PV’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. Obtaining Warranty Performance

If the CUSTOMER has a justified claim covered by this “Limited Warranties for PV Modules”, the CUSTOMER shall file an immediate notification directly to HUANGHE PV by mailing a registered letter in writing to HUANGHE PV, or notifying HUANGHE PV of such claim in other agreed manners.

6. Severability

In a part, provision or clause of this “Limited Warranty for 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 PV Modules”, and to this

end such other parts, provisions, clauses or applications of this “Limited Warranty for PV Modules” shall be treated as severable.

7. Various

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 Warranty for PV Modules” be extended. Any replaces MODULES shall become the property of HUANGHE PV made for their disposal. HUANGHE PV has the right to deliver another type (different in size, color, shape and/or power) in case HUANGHE PV discontinued producing the replaced MODULES at the time of the claim.

8. Warranty Transfer

This warranty is transferable when the product remains installed in its original installation location.

9. Force Majeure

HUANGHE PV 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, wars, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of HUANGHE PV. In such cases, performance by HUANGHE PV of this Limited Warranty shall be suspended without liability for the period of delay reasonable attributable to such causes.

10. Warranty Period is calculated from the date of delivery (the date of sales).

“Nominal Power set forth in product specifications” is the power in Watt peak that a PV module generates in its Maximum Power Point under STC condition.

“STC” are as follows:

(a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per m^2 and (c) a cell temperature of 25 degrees centigrade at right angle irradiation. The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of HUANGHE PV valid at the date of manufacture of the PV modules.