

## LIMITED WARRANTY FOR PV MODULES

Jiangsu Zhongrun Solar Technology Development Co., Ltd (hereafter referred to as “SolarSpace”) provides the limited warranty to purchasers (hereafter referred to as the “customer”) of SolarSpace PV modules. The terms of the limited warranty are as follows:

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

Subject to the Exclusions and Limitations in clause 3 herein, SolarSpace warrants its PV modules (hereafter referred to as “modules” ), including factory-assembled glass, cells, encapsulation material, frame, electric components, Junction box, connector and cable, if any, to be free from defects in materials and workmanship under normal application, operating conditions, use, installation, and maintenance.

For Single Glass and Double Glass product, within a period of 144 months from the date of delivery to the end customers but not later than 6 months after delivery to the first purchaser from SolarSpace, (hereafter referred to as the “warranty start date” ).

If a module is found defective in material or workmanship, SolarSpace will, at its sole discretion, repair or provide replacement products, or reimburse the customer an amount equal to the value of the replaced materials or to the left value of the defective products at a fair market price.

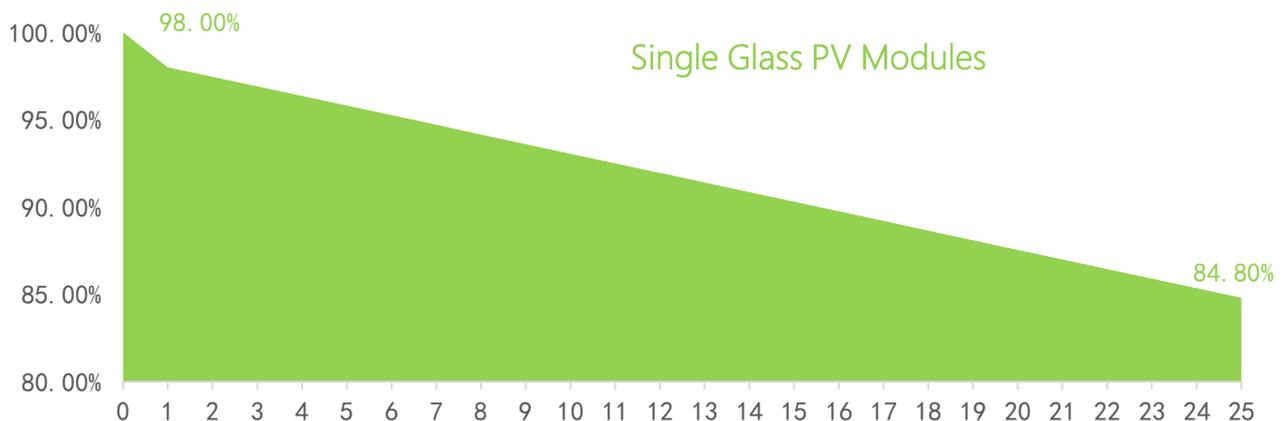
For clarification purpose: “material or workmanship defects” are defined per IEC 61215-1 Clause 8, IEC 61215-2 Clause 4.1 and IEC 61730-2 Clause 10.2 for visual defects, and per IEC 61215 entire Clause 4 for electrical and mechanical defects. Like all materials exposed to different environmental conditions, components of modules are subject to natural degradation (aging) and their appearance may change within the warranty period. The options to repair or provide replacement products, or reimburse the customer an amount equal to the value of the replaced materials or to the left value of the defective products at a fair market price

are the only and exclusive remedies guaranteed under this Limited Warranty for PV Modules and shall not extend beyond the period of limited product warranty set forth here. Remedies will be performed directly to the end customer only. This Limited Warranty for PV Modules does not warrant a specific power output, which shall be exclusively covered under Clause 2 hereinafter ( “Limited Peak Power Warranty – Limited Remedy” ).

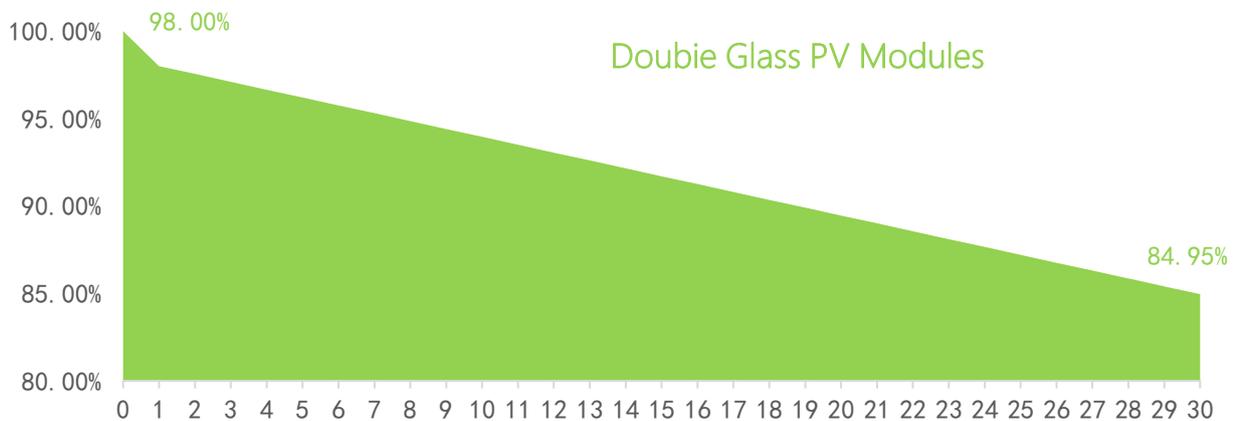
## 2. Limited Peak Power Warranty – Limited Remedy

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

1). Single Glass product exhibits a power output no less than 98% 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/m<sup>2</sup>, (c) a cell temperature of 25°C 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 SolarSpace, (hereafter referred to as the “warranty start date” ), and power output declining by no more than 0.55% per year of the nominal peak power as specified on the respective datasheet at STC from the 2<sup>nd</sup> year to 25<sup>th</sup> 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 84.8% based on the stated nominal output at STC.



2). Double Glass product exhibits a power output no less than 98% of the nominal peak power specified on the respective datasheet or module label at STC within the first year from the “warranty start date”, and front power output declining by no more than 0.45% per year of the nominal peak power as specified on the respective datasheet at STC from the 2<sup>nd</sup> year to 30<sup>th</sup> 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 84.95% based on the stated nominal output at STC.



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

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 PV Modules, within the applicable warranty period.

B. The Limited Warranty for 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 SolarSpace's installation and maintenance instructions;
- Repair or modifications by persons that have not been previously authorized or approved by SolarSpace;
- 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;
- Products are installed on the mobile platforms (except for PV tracking systems) or exposed to the marine environment.
- Use for purposes unrelated to the generation of solar power;
- Connection with any other manufacturer's PV modules, or SolarSpace modules that are a different model or have different power output specifications without SolarSpace's approval in advance.
- Defects occurring during transportation or storage in violation of usual transportation or storage rules or such specified by SolarSpace, 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 SolarSpace

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 SolarSpace.

C. SolarSpace undertakes to bear the reasonable transportation costs under the following situations:

- (i) With the prior written authorization of SolarSpace, customer transports the defective products to SolarSpace.
- (ii) SolarSpace transports the additional, 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 SolarSpace, such as storage fees, demurrage, etc. The customer shall provide SolarSpace with the original invoice related to such reasonable transportation costs, otherwise SolarSpace shall not bear such costs.

If SolarSpace opts to repair the products itself, the customer shall cooperate and aid SolarSpace in reasonable and practical manners. However, should the

repair be made by the customer or the third party entrusted by the customer with approval of SolarSpace, the directly related costs and expenses on material and manpower shall be bore by SolarSpace.

The following costs and expenses shall be bore by the customer no matter whether SolarSpace chooses to repair the defective products (including repair made by customer or third party entrusted by customer), to replace the defective products, or to reimburse the customer:

(i) 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;

(ii) Any fees, levies, taxes or other financial duties imposed on SolarSpace 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.

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

E. SolarSpace 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 SolarSpace be liable for incidental, consequential, loss of use, loss of profits, loss of revenues, loss of production or special damages. SolarSpace' 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 Solarspace distributor who sold the modules, or (c) Solarspace directly .

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 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 Solarspace 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. Solarspace 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 Solarspace shall

become the property of Solarspace. Solarspace shall not accept any return of products without Solarspace's prior written authorization.

## 5. Severability

If 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.

## 6. Disputes

No action, regardless of form, arising out of or in any way connected with this Limited Warranty for PV Modules, maybe brought against Solarspace more than six (6) months after the cause of action has occurred. Solarspace may provide these warranty conditions in several languages for the convenience of customers.

In the case of a dispute in a warranty claim, a first-class international institute designated by Solarspace such as Fraunhofer ISE in Freiburg, Germany or TÜV Rheinland in Cologne/China, TÜV NORD in China, TÜV SUD in China, Intertek, CSA and other test laboratories (CBTL) accredited by TECEE shall be involved to judge the claim. All fees and expenses shall be borne by the losing party, unless otherwise awarded. If Solarspace 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 Solarspace and the Customer for purchasing the products. The final right of interpretation shall be vested in Solarspace.