



**Tianwei New Energy (Yangzhou)  
Photovoltaic Module Limited Warranty**

To Customer \_\_\_\_\_ ,

We Tianwei New Energy (Yangzhou), will sincerely provide you below mentioned Photovoltaic Module Limited Warranty.

**1. Scope of Warranty**

Tianwei New Energy(Yangzhou)Co.,Ltd.("Tianwei (Yangzhou)") grants this Limited Manufacturer's Warranty to the original end user purchaser (the "Buyer") of any of the below listed (and no other) brand models of solar photovoltaic modules manufactured by Tianwei (Yangzhou) purchased from Tianwei (Yangzhou) or an authorized Tianwei (Yangzhou) dealer (the "Products") and accompanied by this Limited Manufacturer's Warranty:

- TWYxxx(24)P(xxx=150-190, in increment of 5)
- TWYyyy(27)P(yyy=180-215, in increment of 5)
- TWYzzz(30)P(zzz=180-240, in increment of 5)
- TWYxxxP648(xxx=170-190, in increment of 5)
- TWYxxxP654(xxx=190-220, in increment of 5)
- TWYxxxP660(xxx=210-245, in increment of 5)
- TWYxxxP672(xxx=260-295, in increment of 5)
- TWYxxx(35)D-1(xxx=155-190, in increment of 5)
- TWYxxx(35)D-2(xxx=160-200, in increment of 5)

Note: The "XXX" placeholder stands in each case for the power indication set out in the relevant Product Data Sheet.

**2. Subject Matter of Warranty**

Subject to all other terms and conditions of this Limited Manufacturer's Warranty, Tianwei

(Yangzhou) warrants:

(I) that upon delivery in their original packing to the Buyer the Products are free from defects in material and workmanship;

(II) that the Products will not lose more than:(i) within the first year from delivery date, 3% of the power output specified in the relevant Product Data Sheet measured at Standard Test Conditions(STC), within the second year from delivery date, 4% of the power output specified in the relevant Product Date Sheet measured at Standard Test Conditions(STC), (ii) during the first 10 years from delivery date, 10% of the power output specified in the relevant Product Data Sheet measured at Standard Test Conditions (STC) and (iii) between the 10 and the 25 anniversary from delivery date, 20% of the power output specified in the relevant Product Data Sheet measured at Standard Test Conditions (STC), provided in each case of items (I) and (II) that the relevant Products will be properly installed, maintained, serviced, applied and used under normal conditions.

### **3. Exclusions and Limitations**

Tianwei (Yangzhou)'s Limited Manufacturer's Warranty shall forfeit and not apply to any modules which have been subjected to (irrespective of the Buyer's fault and whether or not causing the defects claimed):

- a) The Product is altered, improperly installed, abused or misused.
- b) The Product is not maintained and installed in accordance with Tianwei (Yangzhou)'s relevant recommendations or instructions.
- c) The Product is serviced or repaired by a third party service provider not previously authorized or approved by Tianwei (Yangzhou).
- d) The Product's type, nameplate or serial number of module is changed, erased or made illegible.
- e) The Product is installed in a mobile device (except photovoltaic tracking system) or marine environment, or exposed to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution).



- f) The components in the construction based on which the module is mounted are defective.
- g) The Product is exposed to mold discoloration or similar external effects.
- h) The Product is exposed to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening, servicing by use of unauthorized spare parts, accident, force of nature (such as lightning strike, earthquake), influence from chemical products or other acts beyond Tianwei (Yangzhou)'s reasonable control (including but not limited to damage by fire, flood, etc.)

The Buyer uses the Products in such a manner as to infringe any third party intellectual property rights such as, e.g., patents, copyrights or registered design rights. For the avoidance of doubt, Tianwei (Yangzhou)'s resulting damage or recourse claims and any other remedies available under any applicable laws are fully reserved and shall not be prejudiced by Buyer's forfeiture of this Limited Manufacturer's Warranty.

#### **4. Remedies**

##### **4.1 Remedies of Limited Product -5 Years Repair, Replacement or Refund Remedy**

In the event that modules fail to conform to the clause 2(I), during the period of 5 years from delivery date, Tianwei (Yangzhou) will, at its option, either repair or replace the defective product(s) (including free shipping to the Customer), or refund the then current market price of the modules. The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under this clause 4.1 and shall not extend beyond the period set forth herein. This "Remedies of Limited Product" does not warrant a specific power output, which shall be exclusively covered under clause 4.2 hereinafter.

##### **4.2 Remedies of Peak Power -Limited Remedy**

In the event that Tianwei (Yangzhou) is liable for a claim brought under the clause 2(II), Tianwei (Yangzhou) will, at its option,(1) replace such loss in power by either, at Tianwei(Yangzhou) sole option, (a) providing addition modules to the customer to make up for such loss in power or (b) replacing the defective module(s) (including free shipping to the



Customer) or (2) refund such power loss according to the then current market price of the modules.

The remedies set forth in this clause 4.2 shall be the sole and exclusive remedies provided under the "Limited Remedy".

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 Manufacturer's Warranty be extended. Any replaced Product(s) shall become the property of Tianwei (Yangzhou) and shall be returned or otherwise disposed in accordance with Tianwei (Yangzhou)'s instructions. Tianwei (Yangzhou) has the right to deliver another type (different in size, color, shape and or power) in case Tianwei(Yangzhou) discontinued producing the replaced modules at the relevant warranty claim.

Subject to compulsory applicable law, the remedies set out above shall be the only and exclusive remedies available to the Buyer under this Limited Manufacturer's Warranty, to the exclusion of any other or further remedy, such as, e.g., any damage claims whatsoever, whether direct or indirect (including without limitations claims for loss of revenues, loss of profits, loss of production or for other consequential losses or damages). Tianwei(Yangzhou)'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. Claims Procedure: How to claim your warranty**

Claims under this Limited Manufacturer's Warranty must immediately upon discovery of the relevant defect(s), an immediate notification to Tianwei(Yangzhou) shall be filed by registered mail or courier to Tianwei (Yangzhou) at the address shown below. The notification must show the serial number of the defective Product(s), including a copy of the relevant documents and sales contract.

The return of any defective Product(s) will not be accepted unless prior written authorization has been given by Tianwei (Yangzhou). In any such case, the Buyer shall remove, de-install, insure, securely package and transport the defective Product(s) at Buyer's expense.

## 6. Conditions and Disputes

This Limited Manufacturer's Warranty is granted subject to the condition precedent that the Buyer when notifying a claim hereunder accepts in writing the following items (a) through (c) by unconditionally stating: "We hereby accept, and agree to, the choice of law, the choice of an expert appraiser and the choice of arbitration set out in Clause 6 of your Limited Manufacturer's Warranty on which our claim is based".

- a) This Limited Manufacturer's Warranty shall be governed by the laws of Switzerland, to the exclusion of its conflict of laws provisions and also to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- b) In the event of any dispute on technical facts relating to a claim brought under this Limited Manufacturer's Warranty, Tianwei (Yangzhou) and the Buyer will upon Tianwei (Yangzhou)'s request appoint a first-class international test institute such as TUV Rheinland in Cologne/Germany or Arizona State University/USA as an expert to judge the dispute finally. All fees and expenses shall be borne by the losing party, unless otherwise awarded. The final explanation right shall be borne by Tianwei(Yangzhou).
- c) In the event of any legal dispute relating to a claim brought under this Limited Manufacturer's Warranty, the Buyer shall agree to arbitration under the following clause: Any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The seat of the arbitration shall be in Zurich, Switzerland. The arbitral proceedings shall be conducted in English.

Specially, some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in this limited warranty statement may not apply to you.



**7. Force Majeure:**

Tianwei (Yangzhou) shall not be responsible or liable in any way to the Buyer or any third-party for any non-performance or delay in performance of any terms and conditions of sale under this Limited Manufacturer's Warranty, due to occurrences of force majeure such as, e.g., war, riots, strikes, unavailability of suitable and sufficient labor, material, or capacity or technical and any unforeseen event beyond the reasonable control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the defective Product(s) or the notification of the relevant warranty claim under this Limited Manufacturer's Warranty.