

SUNTECH

Limited Warranty for Off-Grid PV Modules

Effective January 1, 2019

Suntech Off-grid PV Module Product Models covered under this warranty are:

STPXXS-12/Bb (XXX = 075,080,085,090)
 STPXXB-12/BEA (XXX = 075,080,085,090, 120)
 STPXXD-12/BEA (XXX = 080,085,090,095)
 STPXXS-12/Cb (XXX = 012,014,016, 020)
 STPXXB-12/CEA (XXX = 012,014,016, 020)
 STPXXD-12/CEA (XXX = 012,014,016, 020)
 STPXXD-12/CHA (XXX = 012,014,016, 020)
 STPXXS-12/Db (XXX = 004, 005)
 STPXXB-12/DEA (XXX = 004,005)
 STPXXS-12/Jd+ (XXX = 070, 075,080,085,090,095)
 STPXXS-12/Jdb+ (XXX = 070, 075,080,085,090,095)
 STPXX-12/Kb (XXX = 006,008, 010, 012)
 STPXXD-12/KEA (XXX = 006,008, 010, 012)
 STPXX-12/Lb (XXX = 022,026, 030,034)
 STPXXD-12/LEA (XXX = 022,026, 030,034)
 STPXXD-12/LFA (XXX = 022,026, 030,034)
 STPXX-12/Rb (XXX = 035, 040, 045)
 STPXXD-12/REA (XXX = 035, 040, 045)
 STPXX-12/Mb (XXX = 040, 045,050,055)
 STPXXD-12/MEA (XXX = 040, 045,050,055)
 STPXXD-12/MFA (XXX = 040, 045,050,055)
 STPXX-12/Sb (XXX = 055, 060,065,070)
 STPXXD-12/SEA (XXX = 055, 060,065,070)
 STPXX-12/Tb (XXX = 110,120,130,135,140)
 STPXXD-12/TEA (XXX = 110,120,130,135,140,150)
 STPXXD-12/TFA (XXX = 90,100,110)
 STPXXD-12/TEB (XXX = 100-170)
 STPXXD-12/TFB (XXX = 100-170)

For the off-grid solar module types listed above, Wuxi Suntech Power Co., Ltd. (hereinafter referred to as "SUNTECH") warrants its off-grid Photovoltaic Solar Modules (MODULES) starting from the date of sale with an Original Copy of Suntech certifiable invoice (SALES DATE) to the first customer installing (for their own use) the MODULES (CUSTOMER), or starting at the latest 12 months after MODULES dispatch from SUNTECH factory, whichever occurs earlier ("WARRANTY START DATE").

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

SUNTECH warrants its MODULES, including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If MODULES fail to conform to this warranty, during the period ending Sixty (60) months from WARRANTY START DATE, SUNTECH will, at its option, either repair or replace the product, or refund the current list price at the time of warranty claim resolution of comparable SUNTECH MODULES. The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the "Limited Product Warranty" and shall not extend beyond the Sixty (60) months 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 12 years

If, for a period of twelve years from Warranty Start Date, any MODULE(s) exhibits a power output less than 90% of the minimum rated power output specified in the applicable module datasheet, provided that such loss in power is determined by SUNTECH (at its sole and absolute discretion) to be due to defects in material or workmanship, SUNTECH will, at its sole option, either (1) replace such loss in power by either, at SUNTECH sole option, (a) providing additional MODULES to the CUSTOMER to make up for such loss in power, or (b) replacing the defective MODULE(s); or (2) refund the percentage of the module(s) price, representing the percentage of the power that is less than the warranted 90% of the nominal power according to the current list price, at the time of warranty claim resolution, of comparable SUNTECH MODULES.

25 years

If, for a period of twenty-five years from Warranty Start Date, any MODULE(s) exhibits a power output less than 80% of the minimum rated power output specified in the applicable module datasheet, provided that such loss in power is determined by SUNTECH (at its sole and absolute discretion) to be due to defects in material or workmanship, SUNTECH will, at its sole option, either (1) replace such loss in power by either, at SUNTECH sole option, (a) providing additional MODULES to the CUSTOMER to make up for such loss in power, or (b) replacing the defective MODULE(s); or (2) refund the percentage of the module(s) price, representing the percentage of the power that is less than the warranted 80% of the nominal power according to the current list price, at the time of warranty claim resolution, of comparable SUNTECH MODULES.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the "Limited Peak Power Warranty".

"Rated power output in the datasheet" 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 degree 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 SUNTECH valid at the date of manufacture of the PV-modules.

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) The "Limited Product Warranties" and the "Limited Peak Power Warranties" do not apply to any MODULES which have been subjected to:

- ◆ Misuse, abuse, neglect or accident;
- ◆ Alteration, improper installation or application;
- ◆ Non-observance of SUNTECH installation and maintenance instructions;
- ◆ Repair or modifications by someone other than an approved service technician of SUNTECH;
- ◆ Power failure surges, lighting, flood, fire, accidental breakage, improper connections resulting in hazardous reverse current or other events outside SUNTECH control.

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

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

(5) This "Limited Warranty for PV Modules" does not apply to MODULES marked as "Grade A-1" or or substandard off-grid modules.

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 for particular purpose, use, or application, and all other obligations or liabilities on the part of SUNTECH, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by SUNTECH. SUNTECH 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 SUNTECH 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. SUNTECH 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”, an immediate notification directly to SUNTECH shall be filed by mailing a registered letter in writing to the address of SUNTECH listed hereunder, or, sending an email letter to the email account of SUNTECH listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the date on which the MODULES have been purchased. A related invoice document with stamp or signature of SUNTECH or its authorized distributor should cover those requirements and should be part of the evidence.

The return of any PV-modules will not be accepted unless prior written authorization has been given by SUNTECH. In connection with both the “Limited Product Warranties” and “Limited Peak Power Warranties”, SUNTECH shall reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repaired or replaced MODULES, only if this cost is authorized by SUNTECH customer service department.

6. Severability

If a part, provision or clause of this “Limited Warranty for Off-grid 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 Off-grid PV Modules”, and to this end such other parts, provisions, clauses or applications of this “Limited Warranty for Off-grid PV Modules” shall be treated as severable.

7. Disputes

In case of any discrepancy in a warranty claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/Germany, TÜV Rheinland in Cologne/ Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party, unless otherwise awarded. The final explanation right shall be borne by SUNTECH.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING, WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44. 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.

8. 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 replaced MODULES shall become the property of SUNTECH made for their disposal. SUNTECH has the right to deliver another type (different in size, color, shape and/or power) in case SUNTECH has discontinued producing the replaced MODULES at the time of the claim.

9. Warranty Transfer

This warranty is transferable when the module products remain installed in their original installation location.

10. Force Majeure

SUNTECH 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 Off-grid PV Modules”, due to a force majeure event, including, without limitation, acts 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 SUNTECH. In such cases, performance by SUNTECH of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

11. Validity

This “Limited Power Warranty for PV Modules” is valid for all off-grid

MODULES dispatched between 1st January 2019 and 31st December 2019.

This “Limited Power Warranty for Off-grid PV Modules” will become null and void if the MODULE is transferred from the original continent of origin (e.g. North America, Europe, Asia, Australia, Africa or South America) or from China to Japan, without written permission from SUNTECH. All customers, direct and indirect, are hereby notified of such potential nullification.

ASIA

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