

# ET Solar Energy Limited

## Photovoltaic Module Limited Warranty

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

ET Solar Energy Limited (hereinafter “ET Solar”) warrants its photovoltaic modules including DC connector cable assemblies to be free from defects in workmanship and materials under normal application, use, installation and service conditions as specified in ET Solar’s “Installation Manual” for a period of ten (10) years from the warranty start date of the modules. Claims under this warranty will be honored only if the customer can provide the proof that the malfunction results exclusively from defects in materials or workmanship under normal application, use, installation and service conditions specified in ET Solar’s “Installation Manual”.

If a module malfunctions or becomes inoperative due to a defect in workmanship or material during the ten-year period of this warranty, ET Solar will, at its option, either repair or replace the module in problem, or refund the then-current market price of the same type module. The repair, replacement, or refund remedies shall be the sole and exclusive remedies provided under this “Limited Warranty”.

Any deterioration in appearance of the modules (including any scratches, stains, mechanical wear, rust, or mold), or any other changes to the modules which occur after delivery to the customer, do not constitute a defect under this Limited Warranty unless it materially impairs the product’s power output as warranted pursuant to clause 2. A claim in the event of glass breakage arises only to the extent that there was no external cause of the breakage.

This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (“Limited Pmax Warranty”).

### **2. Limited Pmax Warranty – Limited Remedy**

A. “Pmax” is the nominal power that a photovoltaic module generates at STC as specified on the product datasheet. “Standard Test Conditions” are as follows: [a] light spectrum of AM 1.5, [b] an irradiation of 1,000 Watts per square meter and [c] cell temperature of 25 degrees centigrade. The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of ET Solar in effect on the date of manufacture of the modules. ET Solar’s calibration standards shall be in compliance with then-current standards applied by international institutions accredited for this purpose.

#### **B. Limited Pmax Warranty**

ET Solar additionally warrants for the modules that: for the first twelve months after the warranty start time (commencing year), any photovoltaic module under normal application, use, installation and service condition as specified in ET Solar’s “Installation Manual”, without any visible damage, will exhibit a power output of:

For poly module, 97.5% of the Pmax (i.e., minimum permissible power output for the commencing year) in the first year, thereafter, for years two (2) through twenty-five (25), 0.65% maximum decrease from MODULE’s nominal power output per year, ending with the 81.9% in the 25th year after the defined Warranty Start Date in Clause 3.

For mono module, 97% of the Pmax (i.e., minimum permissible power output for the commencing year) in the first year, thereafter, for years two (2) through twenty-five (25), 0.65% maximum decrease from MODULE's nominal power output per year, ending with the 81.4% in the 25th year after the defined Warranty Start Date in Clause 3.

Year	1	2	3	4	5	6	7	8	9	10	11	12	
Poly Power	97.50%	96.85%	96.20%	95.55%	94.90%	94.25%	93.60%	92.95%	92.30%	91.65%	91.00%	90.35%	
Mono Power	97.00%	96.35%	95.70%	95.05%	94.40%	93.75%	93.10%	92.45%	91.80%	91.15%	90.50%	89.85%	
Year	13	14	15	16	17	18	19	20	21	22	23	24	25
Poly Power	89.70%	89.05%	88.40%	87.75%	87.10%	86.45%	85.80%	85.15%	84.50%	83.85%	83.20%	82.55%	81.90%
Mono Power	89.20%	88.55%	87.90%	87.25%	86.60%	85.95%	85.30%	84.65%	84.00%	83.35%	82.70%	82.05%	81.40%

### C. Limited Remedies

If the output power of the modules tested by the third party which is accredited by ET Solar under Standard Test Conditions does not meet the above levels within the specified warranty period, provided that such loss in power is determined by ET Solar to be due exclusively to defects in material or workmanship, ET Solar will, at its sole option, either [1] make up such loss in power by either (a) providing additional modules to the customer or (b) refunding the then-current market price equivalent to the additional modules or [2] repair or replace the defective modules including free shipping to the place applied by ET Solar.

The remedies set forth in Clause 2 are the sole and exclusive remedies provided under the "Limited Pmax Warranty".

This "Limited Pmax Warranty" does not warrant defects in workmanship and materials, which shall be exclusively covered under "Limited Product Warranty".

### 3. Warranty Start Date

The warranty start date shall be defined as ninety (90) days after the dispatch from ET Solar.

### 4. Not Independent Warranties

The customer has the right to pursue claims under each of the limited warranties set forth above; provided, however, that if claims arise under multiple limited warranties from a single incident, then if ET Solar provides solutions to such incidents as set forth above, ET Solar shall be deemed to have resolved all applicable warranty claims arising from such incident.

### 5. Exclusions and Limitations

- A. Warranty claims shall be filed in writing to ET Solar or its authorized distributors within the applicable warranty period, without exception. ET Solar may reject the claim if it has not been paid for the modules or under its supply contract at the time of the claim.

B. These Limited Warranties will not be applied to the modules which in ET Solar's sole judgment have been subjected to :

- 1) Cosmetic change in appearance of product materials stemming from the normal wear and tear over time, or associated with installation; excessive dirt build-up;
- 2) Use on mobile(non-stationary) units or in marine application or extreme thermal environment or other abnormal environment (such as acid rain, salt, chemical substances or other pollutions)or extremely rapid change of surroundings, corrosion, oxidation;
- 3) Misuse, abuse, neglect, vandalization or accident;
- 4) Alteration, improper installation or application that does not strictly follow the manufacturer's instructions;
- 5) Repair or modifications that do not strictly follow the manufacturer's instructions;
- 6) Power failure, electrical spikes or surges, accidental breakage;
- 7) Damage caused during transportation and storage;
- 8) The components in the construction based on which the modules are mounted are defective;
- 9) Other events beyond ET Solar's control.

C. These Limited Warranties only cover the transportation costs for shipment of any additional repaired or replaced modules to the place applied by ET Solar. Any costs for returning the modules to ET Solar or its authorized agents and authorized distributors, or costs associated with installation, removal, reinstallation of the modules, or customs clearance shall be borne by the customers. The reasonable, customary, documented transportation cost of returning the modules shall be borne by ET Solar only if it is authorized by After-sales Service Department of ET Solar.

ET Solar is not liable for any expense, liability or responsibility incurred for repairs made by or for customer without ET Solar's written authorization.

Warranty claims will not be honored if the type or serial number of the module has been altered, removed or made illegible without written authorization from ET Solar.

## **6. Limitation of Warranty Scope**

These limited warranties set forth herein are expressly in lieu of and exclude all other expressed or implied warranties, including but not limited to warranties of merchantability, warranties of fitness for particular purpose, use, or application, warranties of non-infringement of third party rights, including, but not limited to, intellectual property rights, and all other obligations or liabilities on the part of ET Solar unless such other warranties, obligations or liabilities are expressly approved by ET Solar's Chief Executive Officer by signature. Unless prohibited by local laws or regulations, ET Solar shall have no responsibility or liability whatsoever for injury or damage to any natural persons or any tangible property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the module itself, including, without limitation, any defects in the modules, or from use or installation. Under no circumstances shall ET Solar be liable for incidental, consequential or special damages, whatever the cause is, even if ET Solar is provided prior notice of such damages. Loss of use, loss of profits, loss of production, and loss of revenues are therefore specifically but without limitation excluded.

ET Solar'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 product or service furnished or to be furnished, as the case may be, which is the subject of Claim or Dispute.

## **7. Transferability**

This "Limited Warranty" is extended to the original purchaser, and is transferable to any subsequent holder of the modules when modules remain at their original installed location for the first time(first installation)

upon satisfactory proof of succession or assignment.

## **8. Obtaining Warranty Performance**

In order to obtain warranty service under the ET Solar's "Limited Warranty", the customer should promptly notify ET Solar's regional Customer Service Center. Together with the notification, the customer should enclose the evidence of the claim, such as the description of the defects, the complete serial numbers printed on the module labels, the pictures of the barcodes, and a copy of commercial invoice and the installation date of the modules. Should the modules be returned for inspection, repair or replacement by ET Solar, ET Solar will provide the customer with a "Return Merchandise Authorization (RMA)". ET Solar will not accept the return of any module without a RMA.

If ET Solar determines that the modules are not defective or that the performance deficits are not covered under this "Limited Warranty", ET Solar will return the modules to customer at customer's expense and will have no further obligation for the repair, replacement, or refund. Further, the additional modules which have been sent to the customer for compensation shall become the property of ET Solar.

### **Obtain ET Solar Customer Service:**

ET Solar Europe (Europe),  
Bernhard-Wicki-Strasse 5, 80636 Munich Germany  
Tel: +49 89 5009405-0  
Fax: +49 89 5009405-99  
Email: [sales@etsolar.de](mailto:sales@etsolar.de)

ET Solar USA (America & Canada)  
4900 Hopyard Road, Suite 310, Pleasanton, CA 94588, USA  
Tel: +1 925 4609 898  
Fax: +1 925 4609 929  
Email: [sales@etsolar.us](mailto:sales@etsolar.us)

ET Solar China (Rest of the world)  
19F, Block C, Wanda Plaza, Jianye District, Nanjing 210019, China  
Tel: +86 25 8689 8098  
Fax: +86 25 8689 8097  
E-mail: [support@etsolar.com](mailto:support@etsolar.com)

## **9. Disputes**

In case of any discrepancy in a warranty-claim, a test-institute shall be involved for the final judgment of the claim. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

## **10. Various**

The repair or replacement of the modules or the supply of additional modules does not lead to a commencement of new warranty terms, nor shall the original terms of this "Limited Warranty" be extended. Any replaced modules shall become the property of ET Solar. ET Solar shall at its own option, deliver another type (different in size, color, shape, and/or power) of PV modules, either one with a new brand or the original one, in the case that ET Solar discontinued producing the replaced modules at the time of the claim.

## **11. Force Majeure**

ET Solar shall not be responsible or liable in any way to the customer or any third-party for matters arising from any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Warranty", due to fire, flood, blizzard, hurricane, lightning, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labor or materials and other unforeseen events which are out of ET Solar's control.