

# ET Solar International Co., Limited

## Photovoltaic Module Limited Warranty

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

ET Solar International Co., Limited (hereinafter the “ET Solar”) warrants its photovoltaic module(s) 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 shipping date of the modules. Claims under this warranty will be honored only if the end-user 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”. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (“Limited Pmax Warranty and Limited Remedy”).

### 2. Limited Pmax Warranty and 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] 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 Energy in effect on the date of manufacture of the module(s). 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 module(s) that: for the first twelve months after the module(s) was/were shipped out (commencing year), any photovoltaic module under normal application, use, installation and service condition as specified in ET Solar’s “Installation Manual”, will exhibit a power output no less than 97% of the Pmax (i.e., minimum permissible power output for the commencing year). In each twelve-month period (calendar year) consecutively following the commencing year, the power output will be no more than 0.65%\*Pmax lower than the minimum permissible power output for the previous calendar year. So by the end of the 25th year from the commencing year, at least 81.4% of Pmax can be achieved. The minimum permissible power output of each calendar year is shown in the table below.

Year	1	2	3	4	5	6	7	8	9	10	11	12	
Min power output	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
Min power output	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 module 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 module(s) to the end-user customer or (b) refunding the then-current market price equivalent to the additional module(s) or [2] repair or replace the defective module(s) 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". Customers shall notify ET Solar or its authorized resellers in writing within 30 business days after the date when the malfunction(s) or defect(s) provided under this "Limited Warranty" has/have been found.

### **3. 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.

### **4. Exclusions and Limitations**

- A. Warranty claims shall be filed in writing to ET Solar or its authorized distributors within the applicable warranting period, without exception.
- B. These Limited Warranties will not be applied to the module(s) 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; 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 module(s) is/are mounted are defective;
  - 9) Other events beyond the ET Solar's control.
- C. These Limited Warranties only cover the transportation costs for shipment of any additional repaired or replaced module(s) to the place applied by ET Solar. Any costs for returning the module(s) to ET Solar or its authorized agents and authorized distributors, or costs associated with installation, removal, reinstallation of the module(s), or customs clearance shall be borne by the end-user Customers. The reasonable, customary, documented transportation cost of returning the module(s) shall be borne by ET Solar only if it is authorized by After-sales Service Department of ET Solar.
- D. 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.
- E. Warranty claims will not be honored if the type(s) or serial number(s) of the module(s) has/have been altered, removed or made illegible without written authorization from ET Solar.

### **5. 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 product itself, including, without limitation, any defects in the module(s), 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 end-user 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.

## **6. Transferability**

This "Limited Warranty" is extended to the original end-user purchaser, and is transferable to any subsequent owner of the location or subsequent holder of the module(s) when module(s) remain(s) at its/their original installed location upon satisfactory proof of succession or assignment.

## **7. Obtaining Warranty Performance**

In order to obtain warranty service under the ET Solar's "Limited Warranty", the end-user Customer should promptly notify ET Solar's regional Customer Service Center. Together with the notification, the end-user customer should enclose the evidence of the claim, such as the description of the defect(s), the complete serial number(s) printed on the module label(s), the picture(s) of the barcode(s), and a copy of commercial invoice and the delivery date of the module(s). Should the module(s) 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(s) without a RMA.

If ET Solar determines that the Module(s) is/are not defective or that the performance deficit(s) is/are not covered under this "Limited Warranty", ET Solar will return the Module(s) to Customer at Customer's expense and will have no further obligation for the repair, replacement, or refund. Further, the additional module(s) which has/have been sent to the customer for compensation will be charged by ET Solar.

### **Obtain ET Solar customer service:**

ET Solar Europe (Europe),  
Bernhard-WickiStrasse 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)  
FLAT/RM C 21/F CMA BUILDING 64 CONNAUGHT ROAD CENTRAL HK  
Tel: 00852-3719 4236  
Fax: 00852-3106 5957

ET Solar Marketing Centre,

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

## **8. 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.

No action, regardless of form, arising out of or in any way connected with this “Limited Warranty”, may be brought by the end-user Customer more than one (1) year from the date when cause(s) of action has/have occurred.

## **9. Various**

The repair or replacement of the module(s) or the supply of additional module(s) does not lead to a commencement of new warranty terms, nor shall the original terms of this “Limited Warranty” be extended. Any replaced module(s) 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 Module(s), either one with a new brand or the original one, in the case that ET Solar discontinued producing the replaced module(s) at issue at the time of the claim.

## **10. Force Majeure**

ET Solar shall not be responsible or liable in any way to the end-user 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.

**ET Solar International Co., Limited**