

## Limited Warranty for PV Modules

In order to ensure the benefits of both the customer and China Sunergy (Nanjing) Co., Ltd together with its subsidiaries: CEEG (Shanghai) Solar Science Technology Co., Ltd., CEEG (Nanjing) Renewable Energy Co., Ltd. (hereinafter referred to as: CSUN), and to maintain favorable cooperative relations, CSUN makes the limited warranty on the following photovoltaic module products:

CUSNXXX-72M/P(XXX=255,260,265,270,275,280,285,290,295,300,305)

CUSNXXX-60M/P(XXX=210,215,220,225,230,235,240,245,250,255)

CUSNXXX-54M/P(XXX=190,195,200,205,210,215,220,225,230)

CUSNXXX-48M/P(XXX=175,180,185,190,195,200,205)

CUSNXXX-36M/P(XXX=130,135,140,145,150)

CUSNXXX-72M(XXX=170,175,180,185,190,195,200)

SST XXX-72M/P(XXX=255,260,265,270,275,280,285,290,295,300,305)

SST XXX-60M/P(XXX=210,215,220,225,230,235,240,245,250,255)

SST XXX-54M/P(XXX=190,195,200,205,210,215,220,225,230)

SST XXX-48M/P(XXX=175,180,185,190,195,200,205)

SST XXX-36M/P(XXX=130,135,140,145,150)

SST XXX-72M(XXX=170,175,180,185,190,195,200)

M-Monocrystalline module.

P-Polycrystalline module.

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

CSUN warrants its Photovoltaic Solar Modules (including factory-assembled DC connectors and cables) to be free from serious visual defects in materials and workmanship which defined in IEC61215、IEC61730、UL1703 or cause abnormal power output under normal application and installation. If the mentioned visual defects appeared in a period ten years from date of sale as shown in the invoice to the direct customer of CSUN, CSUN will determine in consultation with the customer either repair or replace the product, or refund the purchase price as paid by the customer(10% of the contract amount will be deducted as depreciation cost per year).The repair or replacement or refund remedy, at the option of CSUN, shall be the sole and exclusive remedy provided under the "Limited Product Warranty" and shall not extend beyond the ten years 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 Power Warranty").

### 2. Limited Power Warranty - Limited Remedy

#### 12 year

If, within a period of twelve (12) years from the date shown on the invoice to the customer, module(s) exhibits a power output less than 90 % of the minimum output power in CSUN's product datasheet, CSUN and the customer will jointly analyze the causes. If it is determined that CSUN shall be responsible for the loss of power output, CSUN will, at its sole option, (i) provide additional module(s) (ii)repair or replace the defective module(s) to guarantee output power is no less than 90 % of the minimum output Power.

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**20 year**

If, within a period of twenty (20) years from the date shown on the invoice to the customer any module(s) exhibits a power output less than 83 % of the minimum output power in CSUN's product datasheet, CSUN and the customer will jointly analyze the causes. If it is determined that CSUN shall be responsible for the loss of power output, CSUN will, at its sole option, (i) provide additional module(s) (ii) repair or replace the defective module(s) to guarantee output power is no less than 83 % of the minimum output Power.

**25 year**

If, within a period of twenty-five ( 25 ) years from the date shown on the invoice to the customer any module(s) exhibits a power output less than 80% of the minimum output power in CSUN's product datasheet, CSUN and the customer will jointly analyze the causes. If it is determined that CSUN shall be responsible for the loss of power output, CSUN will, at its sole option, (i) provide additional module(s) (ii) repair or replace the defective module(s) to guarantee output power is no less than 80 % of the minimum output Power. The warranty period of original Product shall be considered as the warranty period of any replacement Product and repaired Product. If the production of a Product has been terminated, Supplier will provide a current standard Product as the replacement.

CSUN's limitation of liability for the output power warranty will be that, CSUN will make up the discrepancy between the committed total output and the actual output by compensating the Buyer additional modules accordingly. The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the "Limited Quality Warranty".

NOTICE: The DC power of a Product shall be tested under standard test conditions which are: light intensity 1000 W/m<sup>2</sup>, temperature 25°C, AM 1.5. (The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of CSUN valid at the date of manufacture of the PV Modules. CSUN's calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.)

**3. Exclusions and Limitations**

- (1) In any event, all warranty claims must be filed within the applicable warranty period;
- (2) The "Limited Product Quality Warranties" and the "Limited Power Warranties" do not apply to any module(s) which have been subjected to:
- a) Misuse, abuse, neglect or accident;
  - b) Improper transportation, system design and the environment;
  - c) Non-observance of CSUN's installation and maintenance instructions;
  - d) Repair or modifications by someone other than an approved service technician of CSUN;
  - e) Power failure surges, lighting, flood, fire, accidental breakage or other events outside CSUN's control.

NOTICE: Due to the limited protection on the back surface, it should be prevent from collision, scratch or squeeze in transportation, installation and other treatment.

- (3) Both the "Limited Product Quality Warranties" and "Limited Power Warranties" do not cover any transportation charge, customs clearance or any other costs for return of the module(s), or for reshipment of any repaired or replaced module(s), or costs associated with installation, removal or reinstallation of the PV Modules.

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

(5) This "Limited Warranty for PV Modules" only applies for the conforming products.

(6) Under STC conditions, the Maximum system voltage [V] is 1000V. In parallel connection, the number of modules shouldn't exceed N,  $N = \text{Conductor current} / I_{sc}$ . Also, in series connection, the number of modules shouldn't exceed M,  $M = [V] / V_{oc}$  ( $V_{oc}$  is the module's open circuit voltage under the minimum working temperature in the installed region).

#### **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 CSUN, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by CSUN. CSUN 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 module(s), including, without limitation, any defects in the module(s), or from use or installation. Under no circumstances shall CSUN be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are therefore specifically but without limitation excluded. CSUN' 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(s). FOR SALES TO U.S. ONLY: SOME STATES IN THE U.S. DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES BY STATE LAW. SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY FOR YOU.

#### **5. Obtaining Warranty Performance**

If the customer has a justified claim covered by this "Limited Warranties for PV Modules", the customer shall send an immediate notification directly to CSUN (customer\_service@chinasunergy.com), together with the notification, the evidence of the claim with the corresponding serial number of the module(s) and the invoice copies of which the modules have been purchased. The return of any PV Modules will not be accepted unless prior authorization has been given by CSUN.

#### **6. 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.

#### **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 other international institution shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by CSUN. FOR SALES TO U.S. ONLY: THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS BY STATE LAW THAT VARY

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FROM STATE TO STATE.

### **8. Force Majeure**

CSUN shall not be responsible or liable in any way to distributors or ultimate customers or any third party for any module defect or power output loss due to acts of God, war, riots, strikes, and any other unforeseen event beyond its control, including but not limited to any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the module(s) or the claim.

### **9. Warranty Transfer**

This Limited Warranty for PV Modules shall not be transferred unless the Module(s) are not put into use or not removed from the original installation location, and the customer shall ensure that the product must be reasonable handled, have proper system design, installation, use and maintenance, as well as proper work environment..

### **10. Various**

The repair or replacement of the module(s), the supply of additional module(s) and the transfer of warranty does not cause beginning of new warranty terms, nor shall the original terms of this "Limited Warranty for PV Modules" be extended. Any replaced module(s) shall become the property of CSUN and at the disposal of CSUN. CSUN shall have the right to deliver another type of modules (different in size, color, shape and/or power) in case CSUN discontinued producing the replaced module(s) at the time of the claim.

### **11. Validity**

This "Limited Power Warranty for PV Modules" is valid for module(s) dispatched from CSUN between July.1st 2011 and Dec. 31st 2012.

### **China Sunergy (Nanjing) Co., Ltd.**

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