

# **Limited Warranty for NexPower Thin Film Photovoltaic Modules**

NH-xxxAX, NH-xxxUX

NH-xxxAT, NH-xxxUT

NT-xxxAX, NT-xxxUX,

NT-xxxAF, NT-xxxAG, NH-xxxAG

(xxx define product variants)



**NexPower Technology Corporation**

No.2, Houke S. Rd., Houli Dist.,  
Taichung City 421, Taiwan, R.O.C.

## Scope

This Limited Warranty only applies to the Series of thin film photovoltaic modules listed in the cover page of this Limited Warranty, which are purchased from NexPower Technology Corporation (the "NexPower") (hereinafter referred to as the "MODULES") after September in 2011 for installing in Italy.

## Terms of Warranty

### 1. Limited Warranty for Materials and Workmanship

NexPower warrants the MODULES to be free from the mechanical defects in materials and workmanship under normal application, installation, use and service conditions for a period of ten (10) years from the date of sale as shown in the invoice to the customer who purchases the MODULES directly from NexPower (hereinafter referred to as the "Customer"), and agrees, at its sole discretion, either repair or replace the defective MODULES. The repair or replacement shall be the sole and exclusive remedy provided under this Limited Warranty and shall not extend beyond the ten (10) years period set forth herein. This Limited Warranty does not warrant any specific power output, which shall be exclusively covered under Section 2 hereinafter (Limited Warranty for Power Output).

### 2. Limited Warranty for Power Output

#### (A) 10 years

If, within ten (10) years from the date of sale as shown in the invoice to the Customer, any MODULES exhibits a power output less than 90% of the minimum "Peak Power" as specified on the product information label affixed to such MODULES, provided that such loss in power is determined by NexPower (at its sole and absolute discretion) to be due to defects in materials or workmanship, NexPower will, at its sole discretion, [1] replace such loss in power by providing to the Customer additional MODULES to make up such loss in power or [2] repair or replace the defective MODULES or [3] refund the Purchase Price taking into account a yearly depreciation of four (4) % of the Purchase Price.

#### (B) 25 years

If, within twenty-five (25) years from the date of sale as shown in the invoice to the Customer, any MODULES exhibits a power output less than 80% of the minimum "Peak Power" as specified on the product information label affixed to such MODULES, provided that such loss in power is determined by NexPower (at its sole and absolute discretion) to be due to defects in materials or workmanship, NexPower will, at its sole discretion, [1] replace such loss in power by providing to the Customer additional MODULES to make up such loss in power or [2] repair or replace the defective MODULES or [3] refund the Purchase Price taking into account a yearly depreciation of four (4) % of the Purchase Price.

"Peak Power" is the power in peak watts that a photovoltaic module generates at STC as stated on the product information label.

"STC, Standard Test Conditions" are as follows:

- (a) light spectrum of AM 1.5
- (b) a solar irradiation of 1,000 W/m<sup>2</sup>
- (c) a cell temperature of 25°C

## Exclusions and Limitations

- (A) This Limited Warranty does not apply to the defects in materials or workmanship and/or the decrease in power output, caused by following reasons :
- (a) Misuse, abuse, neglect or accident;
  - (b) Alteration, improper installation or application;
  - (c) Failure to strictly follow NexPower's installation instructions and precautions described in the

- module installation manual;
  - (d) Repair or modifications to the MODULES which have not been approved by NexPower;
  - (e) Force majeure, such as electrical spikes or surges, lightning, flood, fire, accidental breakage or other events outside NexPower's control.
- (B) Warranty claims will not be accepted and processed if (a) the type or serial number of the MODULES have been altered, removed or made illegible; or (b) the MODULES have been dismantled or uninstalled after initial installation, or have been moved out from initial installation location; or (c) the MODULES have not been installed in Italy.

## Limitation of Warranty Scope

THE LIMITED WARRANTY 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 NEXPOWER, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY NEXPOWER. NEXPOWER 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 MODULES, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL NEXPOWER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED.

## Transfer of Limited Warranty

This Limited Warranty can only be transferred from the Customer to any other person or legal entity (the "Assignee"), or from the Assignee to any assignee by transferring the original copy of the Certification of Limited Warranty.

The Certification of Limited Warranty shall be applied by Customer. The Customer shall give a written application and provide all requested information to NexPower, including but not limited to NexPower's invoice number and date, initial installation location, and capacity of the MODULES. NexPower will issue the Certification of Limited Warranty to the Customer after all the request information is provided and confirmed.

## Obtaining Warranty Performance

Any claim for the defects in materials and workmanship covered by this Limited Warranty (the "Defect Claim") shall immediately be submitted by the Customer to NexPower together with the evidence of the Defect Claim. If applicable, NexPower will give advices and/or instructions on handling the Defect Claim. If the Defect Claim cannot be resolved with such advices and instructions by the Customer itself, the Customer shall, after prior written consent by NexPower, return the MODULES or part of them subject to such Defect Claim to NexPower for further inspection held by NexPower, if the Defect Claim has been verified through such inspection, NexPower will repair or replace the defect MODULES according to this Limited Warranty.

Any claim for the decrease in power output covered by this Limited Warranty (the "Decrease Claim") shall be submitted and processed following the testing procedure set forth in the Appendix (Power output testing procedure) attached hereto for further analysis. If the Decrease Claim has been verified through such inspection, NexPower will repair, replace or refund the MODULES according to this Limited Warranty.

In the event that a Defect Claim or a Decrease Claim submitted by an Assignee or its assignees, the Claim shall be submitted together with the original copy of Certification of Limited Warranty issued by NexPower. NexPower may have the right not to accept and process any Claim submitted by an Assignee or its assignees which is submitted without the original copy of Certification of Limited Warranty.

If the Customer requires for any replacement of MODULES subject to the warranty claim prior to the end of the aforesaid inspection, the Customer shall only, after consent by NexPower, give a purchase order to purchase the required MODULES. If the claim is accepted by NexPower after aforesaid inspection, such purchase order shall be cancelled and a credit note shall be issued to the Customer.

## **Various**

The repair or replacement of the MODULES, the supply of additional MODULES, or the transfer of this Limited Warranty shall not cause the beginning of new warranty terms, nor shall the original terms of this Limited Warranty be extended.

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

## Certification of Limited Warranty

We, NexPower Technology Corporation (the “NexPower”), hereby certificate that the modules specified hereafter shall be warranted by NexPower under the terms and conditions set forth in NexPower Limited Warranty version [ ] effected as of [ Date ].

Invoice number	
Invoice date	
Initial Installation location	
Latitude and longitude	
Capacity (w)	
Remark	

### Notes:

1. The Limited Warranty is transferable by transferring the original copy of this Certification of Limited Warranty to an assignee. Any Warranty Claims submitted without the original copy of this Certification of Limited Warranty shall be rejected.
2. Warranty Claims will not be accepted and processed if (a) the type or serial number of the MODULES have been altered, removed or made illegible; or (b) the MODULES have been dismantled or uninstalled after initial installation, or have been moved out from initial installation location.
3. This Certification of Limited Warranty will be effective as of the date it has been stamped NexPower company seal and signed by authorized representative of NexPower.
4. The transfer of this Limited Warranty shall not cause the term of the Limited Warranty be extended.

### Seal & Signature

By

Date:

*[print name and title of authorized representative]*

## Appendix : Power output testing procedure

### Scope

This procedure shall apply to all claims for the decrease in power output of MODULES covered by “Limited Warranty for NexPower Thin Film Photovoltaic Modules”(the “Limited Warranty”).

### Procedure

1. Any claim for decrease in power output covered by the Limited Warranty shall immediately be notified by the Customer to NexPower directly in written form. NexPower will, after receiving such notice of claim, arrange the power output test. NexPower may, at its sole and absolute discretion, process the power output test itself or appoint a certificate/testing body to process such test.
2. For processing the power output test, NexPower may request the Customer transporting the MODULES related to the aforesaid claim (the “Related MODULES”) to the place designated by NexPower.
3. In the case when the result confirms that the power output rate of the Related MODULES does not reach the rate warranted by NexPower under the Limited Warranty, NexPower will perform its obligations under the Limited Warranty. Otherwise, NexPower will, after the Customer’s acceptance of the testing result, ship the Related MODULES back to the Customer.
4. When there is any dispute, the Customer may, at its cost, request NexPower sending the Related MODULES to another certificate/testing body which is agreed by both Customer and NexPower for retesting. The retesting result shall be final and binding upon the Customer and NexPower. NexPower will perform its obligations under the Limited Warranty in case that the retesting result confirms that the power output rate of the Related MODULES does not reach the rate warranted by NexPower under the Limited Warranty.
5. The pre-condition of the power output test and retest for Related MODULES shall follow the definition of Clause 10.19.2 on IEC 61646 (Ed.2) before the power measurements of MODULES are performed. Related MODULES shall be light-soaked at least 86 kWh/m<sup>2</sup> when the module substrate temperature is between 40 °C and 60 °C to eliminate the dark storage and operation environmental effect bias.