

## **SHANDONG LINUO PHOTOVOLTAIC HI-TECH CO.,LTD.**

### **SOLAR MODULES LIMITED WARRANTY**

**Version: 2013 V1.0**  
**Effective December 27, 2012**

### **Preface**

Shandong Linuo Photovoltaic Hi-tech Co.,Ltd. (hereafter "Linuo Power")guarantees that its large solar modules are designed and manufactured for a long life span and provides the following limited warranty:

### **1. Limited Product Warranty**

Linuo Power warrants that its modules will be free from defects in design, materials, workmanship and manufacture under normal conditions of use, installation and maintenance. If, within the first ten years commencing on the Warranty Start Date, damages or defects occur in the course of normal application, installation and use which can be traced back to faults of materials and/or workmanship, confirmed by Linuo Power, Linuo Power will, at its sole discretion, repair or replace the module(s), or refund the purchase cost according to the current list price of Linuo Power 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 period set forth herein.

Any color change on module, any deterioration in appearance of the module (including any scratches, stains, mechanical wear, rust, or mold), or any other changes to the module which occur after delivery to the Buyer, do not constitute a defect under this warranty unless it materially impairs the module's functioning.

Linuo Power guarantees that the glass of a module will maintain its integrity provided there are no indications of localized impacts or external forces. A claim in the event of glass breakage arises only to the extent that there was no external cause of the breakage.

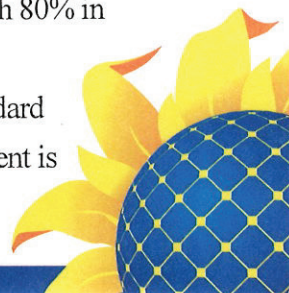
### **2. Limited Power Warranty**

Linuo Power warrants that for a period of twenty-five years commencing on the Warranty Start Date loss of power output of the nominal power output specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC)(i.e., light spectrum of AM 1.5, irradiance of 1000 W/m<sup>2</sup> and cell temperature of 25°C) for the module(s) shall not exceed

For Mono-crystalline Modules: 3.5 % in the first year, thereafter 0.68% per year, ending with 80% in the 25th year after the Warranty Start Date;

For Poly-crystalline Modules: 2.5 % in the first year, thereafter 0.729% per year, ending with 80% in the 25th year after the Warranty Start Date.

The actual power output of the module shall only be determined for verification using Standard Testing Conditions (STC) in accordance with IEC 60904. The actual power output measurement is





either carried out by a Linuo Power facility calibrated with standard module from TUV or by a Linuo Power recognized 3rd party testing institute. Testing equipment tolerances will be applied to all actual power output measurements.

In the event it is determined that there is a negative deviation of actual performance from the warranted values, which is attributable to defects in material and /or workmanship confirmed by Linuo Power, and then Linuo Power, at its sole discretion, will compensate for such loss in power by either providing to the Buyer additional modules to make up the total wattage loss, or by repairing or replacing the modules or providing to the Buyer financial compensation for the reduced performance of the modules.

### 3. Warranty Start Date

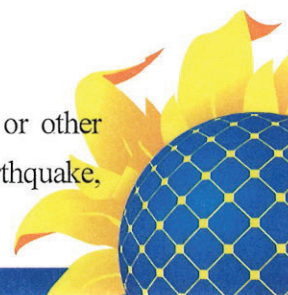
The Warranty Start Date is the date of delivery of the module(s) to the Buyer or ninety days after the date of module(s) dispatch from Linuo Power factories, whichever date is earlier.

### 4. Exceptions and Limitations

4.1 In any event, all warranty claims must be received within the applicable warranty period.

4.2 The aforementioned "Limited Product Warranty" and "Limited Power Warranty" do not apply to any module(s) which have been subjected to:

- (1) Storage, transportation violating the suggestion and instructions of Linuo Power, change the packing manner without permission, use improper transport tools
- (2) Failure to comply with Linuo Power's installation manual;
- (3) Misuse, abuse, neglect or accident in handling or application;
- (4) Defects or damages exist that have been caused by the Buyer or the third parties, especially by end customers or installation engineers, especially through improper installation or commissioning, incorrect or negligent treatment, excessive stresses, combinations with unsuitable components, or improper handling or use;
- (5) Repairs or modifications or services have been made which have not been performed or authorized by Linuo Power;
- (6) Defects or damages exist that have been caused by PV systems instead of modules, such as defective system design and configuration, or defective system parts (such as connecting cables, invertors) which are used to connect modules;
- (7) Defects or power loss caused by pollution, sand, mud, mold discoloration, moss or rust, as well as other chemical actions;
- (8) Defects or damages caused when using in the moving objects (such as automobile, ship except photovoltaic tracking system);
- (9) Natural wear and tear;
- (10) Defects or damages exist that have been caused by force of nature, force majeure, or other unforeseeable circumstances outside of the range of the influence of Linuo Power, such as earthquake,





voltage surges, floods, vermin, breakage, whirlwind, lightning, war, fire, etc;

(11) Defective components in the construction on which the module is mounted;

(12) The serial number of the module(s) has been altered, removed, erased or made illegible;

(13) Use of the Modules in such a manner as to infringe Linuo Power's or any third party's intellectual property rights (e.g. patents, trademarks).

4.3 Both "Limited Product Warranty" and "Limited Power Warranty" do not cover any costs associated with transportation and customs clearance which are caused by repairing or replacing the modules, and do not cover the costs of installation, removal or reinstallation of the module(s).

4.4 Linuo Power is only liable for the direct loss of modules, and not liable for any incidental, consequential, or punitive losses and /or damages (including loss of profits, harm to goodwill or business reputation, or delay damages).

4.5 Both "Limited Product Warranty" and "Limited Power Warranty" do not apply to the modules marked as "Grade A-1" or "Grade B".

## 5. Warranties

Linuo Power reserves the right to deliver another type (different in size, form, color, shape, and/or power output) in case Linuo Power has discontinued producing the replaced modules at the time of the claim.

Any repair or replacement or the supply of additional modules shall not increase the applicable warranty period.

Ownership of all modules which have been replaced is passed to Linuo Power.

## 6. Limitation of Warranty Scope

THE LIMITED WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, AND ALL OTHER OBLIGATIONS ON THE PART OF LINUO POWER UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING SIGNED AND APPROVED BY LINUO POWER. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER.

THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS. SOME STATES OR COUNTRIES 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.

## 7. Severability

IF A PART, PROVISION OR CLAUSE OF THIS "SOLAR MODULES LIMITED





WARRANTY", 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 "SOLAR MODULES LIMITED WARRANTY", AND TO THIS END SUCH OTHER PARTS, PROVISIONS, CLAUSES OR APPLICATIONS OF THIS "SOLAR MODULES LIMITED WARRANTY" SHALL BE TREATED AS SEVERALLY EFFECTIVE.

## 8. Assertion of warranty claims

If the customer has a justified claim covered by this "Solar Modules Limited Warranty", an immediate notification shall be filed directly to Linuo Power directly by mailing a registered letter in writing, facsimileing or sending an email letter to the email account of Linuo Power listed hereunder. Together with the notification, the customer should enclose name and address of customer, the evidence of the claim with the affected Module type, affected quantity and corresponding serial numbers together with the date on which the modules have been purchased. A related invoice document with stamp or signature of Linuo Power or its authorized distributor should cover those requirements and should be part of the evidence.

The return of any module(s) will not be accepted unless prior written authorization has been given by Linuo Power.

The claim should be filed no later than three months after the Buyer knew the facts causing the claim.

## 9. Disputes

In case of discrepancy in a warranty-claim on technical facts, TÜV Rheinland shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

As for the any disputes arising out of the "Solar modules Limited Warranty" or related to the limited warranty, the customer should make the claim to Linuo Power within three months after the cause of the disputes appeared, Otherwise, the claim will not be accepted if it is made more than three months.

## 10. Validity

This "Solar Modules Limited Warranty" is valid for all modules dispatched from Linuo Power's factories between 1<sup>st</sup> January 2013 and 31<sup>st</sup> December 2013.

THIS "SOLAR MODULES LIMITED WARRANTY" WILL BECOME NULL AND VOID IF THE MODULE IS TRANSFERRED FROM THE ORIGINAL CONTINENT OF DESTINATION (E.G AMERICA, EUROPE, AUSTRALIA OR AFRICA) WITHOUT WRITTEN PERMISSION FROM LINUO POWER. ALL CUSTOMERS, DIRECT AND INDIRECT, ARE HEREBY NOTIFIED OF SUCH POTENTIAL NULLIFICATION.



## Note:

The clauses are in Chinese and English version. If there is any discrepancy between the Chinese and English version, the Chinese version shall prevail.

This limited warranty is according to the law of P.R.C.

All explanation rights belong to Shandong Linuo Photovoltaic Hitech Co.,Ltd..

## Linuo Power Customer Support

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