



HD SOLAR POWER Ltd (hereafter “HD SOLAR”) provides here by following limited warranty on the terrestrial photovoltaic modules produced by it (“modules” hereafter), according to the terms and conditions stipulated below

1 Limited Product Warranty-Twelve Year Repair or Replacement

HD solar warrants that the Modules together with the factory-assembled DC-connectors and cables are free from any defects in materials and workmanship under normal application, usage, installation and service conditions for a period of one hundred and forty-four(144)months from the warranty commencement Date. If modules become malfunctioning or non-operative due to defects in material or workmanship during the one hundred and forty-four(144)-month period from the warranty commencement date, as verified by an independent testing agency that will be selected and confirmed mutually by HD solar customer in advance, HD solar will at its sole option, either repair or replace the malfunctioning or inoperative modules. Modules repair or replacement remedy shall be the sole and exclusive remedy provided under this limited product warranty and shall not extend beyond the period set forth herein, this limited product warranty does not warranty a specific power output at or during any time frame, which shall be exclusively covered under section 2 of this warranty hereinafter (“Limited Peak Power Warranty”)

2 Limited Peak Power Warranty –Limited Remedy

HD solar warrants that for a period of twenty-five years starting from the warranty commencement date. Loss of power output against the minimum “Peak Power at STC” as specified on the label of the modules (hereinafter “Nominal power”)when measured at standard test conditions(STC)for the product(s) shall not exceed:

- (1) For Mono products:3% for the first year from the warrant commencement date, and 0.65% per year thereafter from the 2nd to the 25th year of the warrant period: with a power output standing at 81.4% of the nominal power at the end of the 25year warranty period;
- (2) For the poly products 2.5% for the first year from the warranty commencement date, and 0.7% per year thereafter from the 2nd and the 25th year of the warranty period: with a power out-put standing at 80.7% of the Nominal power at the end of 25-year warranty period.

With the period of twenty-five(25)-year warranty period from the warranty commencement date, should any qualified module sold by HD solar exhibit a loss of power output exceed the aforementioned warranted values, provided that any such declared loss in power has been verified by HD solar ,at its sole discretion is due to modules’ defects in materials of workmanship attributable to HD solar’s own causes and further confirmed by an independent testing agency (if so requested by a customer) (which is to be selected and confirmed mutually by HD solar and customer in advance),HD solar will at its sole option and discretion, either

- (1)make up such loss in power by providing to customer(s) additional modules
- (2)repair or replace the defective modules including free shipping to the location as set out in the original sales contract entered between HD solar and customer

The remedies set forth herein are the sole and exclusive remedies HD solar is bound to provide under the limited peak power warranty

CAVEAT:

The shipping charges for any allegedly defected modules shall be borne by the customers making such claims in advance. should the independent testing agency confirm that such filed defected

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are to be covered under this warranty by HD solar, the shipping charges advanced by the customers may be reimbursed by HD solar against the original proof of expenditure

3.Exclusions and limitations

- (a) Warranty claims from any customers, in any event, shall be filed in writing to HD solar or its authorized distributors within the applicable warranty period and not beyond the last day of the applicable period of time as stated above.
- (b) The limited product warranty and limited peak power warranty shall not apply to modules which have been subject to:
- Misuse, abuse, neglect, vandalism or accident;
 - Repair or modifications that do not strictly follow the manufacturer's instructions;
 - Non-observance of HD solar's maintenance instructions;
 - Power failure, electrical spikes or surges, lightning ,flood, fire, accidental breakage or other events outside HD solar's control
 - Alteration, improper installation or application which is not compliant with HD solar standard installation manual.
- (c) The limited product warranty and limited peak power warranty do not cover any costs associated with installation, removal or re-installation of the modules and (except as explicitly set forth in the last paragraph of the section 5)customs or any other costs for return of th modules
- (d) Warranty claims will not be honored if the type or serial number of HD solar modules have been altered ,removed or made illegible without written authorization from HD solar

4 Limitation of warranty Scope

This warranty as set forth herein is expressly in lieu of and excludes 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 HD solar, Unless such other obligations or liabilities are expressly agreed to in writing signed and approved by HD solar, HD solar shall have to 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 HD solar be liable for incidental. Consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues. The aforementioned alleged losses by customers are specifically and without limitation excluded from responsibilities of HD solar. HD 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 modules

5 Obtaining Warranty performance

If the customer has a justified claim covered by this warranty, an immediate written notification shall be directly made to HD solar by means of registered letter to the address of HD solar listed hereunder, or , sending a notification via email to the email account of HD solar listed hereunder. together with the notification, the customer should enclose the evidence of the claim with the corresponding serial number of the modules and the date on which the modules have been purchased. an invoice with clear indication of the purchase date, purchase price, module type, stamp or signature of HD solar or its distributors should also be submitted as part of the preliminary evidence.

If the modules will be returned to HD solar for inspection, repair or replacement by HD solar, HD

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solar shall provide the customer with a return merchandise authorization(RMA),however HD solar will not accept a return of any modules without such RMA.In connection with both the limited product warranty and limited peak power warranty, HD SOLAR may reimburse customer for reasonable customary and documented transportation charges by sea freight for both the return of modules and reshipment of any repair or replacement modules, only if such cost reimbursement is authorized by HD solar' customer service department in advance.

6 Transferability

This warranty is extended to the original end-user purchaser, and is also transferable to any subsequent owner of the location or holder of the product when modules remain at their original installed location upon satisfactory proof of succession or assignment.

7severability

If a section, provision or clause of this warranty, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such shall not affect and thus shall leave all other sections, provisions, clauses or applications under this warranty severable, and therefore validly binding.

8 Dispute resolution

In case of any dispute in terms of warranty-claims, a first-class international testing institute, such as PI Berlin, TUV SUD or Intertek , UL. shall be entrusted by both parties upon mutual consents in order to provide third party verification and comments, all fees and expenses shall be borne by the party that demanded such verification procedure, unless otherwise agreed.

Further dispute over the claim shall be submitted to dispute resolution as stipulated in the main sales contract to which this warranty is a part of and subject to the applicable jurisdiction agreed by the parties in the sales contract.

9 various

The repair or replacement of modules or the supply of additional modules does not lead to new commencement of warranty terms, nor shall the original terms of this warranty be extended. any replaced modules shall become the property of HD solar

HD solar shall at its own options to deliver another type of modules(different in size , color, shape, or power),either a new brand or the original one, in case that HD solar has discontinued producing the module in question at the time of the claim

10 Force Majeure

HD solar shall not be responsible or liable to the customer whatsoever of any third-party arising out of any non-performance or delay in performance of any terms and conditions of the sales including this warranty, due to causes of natural disasters such as fire, flood, blizzard, hurricane, thunder, acts of God, changes of public policies, terrorism, war , riots, strikes, unavailability of suitable and sufficient labor or materials and other events which are out of control of HD solar.

REMARK:

“Peak Power” is the power in watt peak that modules generates in its maximum power point under STC condition, STC are as follows:

- (a) Light spectrum of AM 1.5
- (b) Irradiance at 1,000W.m²
- (c) Cell temperature of 25 degree centigrade at right angle irradiation

The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of HD solar valid at the date of manufacture of

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the modules. HD solar calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose

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