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Limited Warranty for PV Modules

1. Limited Product Warranty - Twelve Years Repair, Replacement or Refund

Remedy
Sunpro Power warrants its Photovoltaic Solar Modules to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If MODULES fail to conform to this warranty, then for a period ending 144 months from date of sale as shown in the invoice to the direct customer of Sunpro Power either repair or replace the product, or refund the purchase price as paid by the CUSTOMER. 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 sixty months period set forth herein. It will be performed directly to the CUSTOMER only. This "Limited Product Warranty" does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter ("Limited Peak Power Warranty").

2. Limited Peak Power Warranty - Limited Remedy

15-Year
If, within a period of fifteen (15) years from the date shown in the invoice to the CUSTOMER any MODULE(s) exhibits a power output less than 90 % of the minimum peak power In Contract as specified at the date of invoice in Sunpro Power's Product Information Sheet, provided that such loss in power is determined by the manufacture (at its sole and absolute discretion) to be due to defects in material or workmanship, Sunpro Power will replace such loss in power by either providing additional MODULES to the CUSTOMER to make up for such loss in power, or by replacing the defective MODULE(s) at the option of Sunpro Power.

25-Year
If, within a period of twenty-five (25) years from the date shown in the invoice to the CUSTOMER any MODULE(s) exhibits a power output less than 83 % of the minimum Peak Power In Contract as specified at the date of invoice in Sunpro Power's Product Information Sheet, provided that such loss in power is determined by the manufacturer (at its sole and absolute discretion) to be due to defects in material or workmanship, Sunpro Power will replace such loss in power by either providing additional MODULES to the CUSTOMER to make up for such loss in power, or by replacing the defective MODULE(s) at the option of Sunpro Power.

30- Year
If, within a period of thirty (30) years from the date shown in the invoice to the

CUSTOMER any MODULE(s) with a Nominal Power of at least 25 Wp exhibits a power output less than 80% of the minimum Peak Power In Contract as specified at the date of invoice in Sunpro Power's Product Information Sheet, provided that such loss in power is determined by manufacturer (at its sole and absolute discretion) to be due to defects in material or workmanship, Sunpro Power will replace such loss in power by either providing additional MODULES to the CUSTOMER to make up for such loss in power or replacing the defective MODULE(s), at the option of Sunpro Power. The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the "Limited Peak Power Warranty".

Notice:
Peak Power" is the power in watt peak that a PV- module generates in its maximum power point:

(a) Light spectrum of AM 1.5,
(b) An irradiation of 1,000W per ㎡ and
(c) A cell temperature of 25 degree Celsius

The measurements are carried out as tested at the junction box terminals per the calibration and testing standards of manufacturer valid at the date of manufacture of the PV-modules. The manufacturer 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 Warranties" and the "Limited Peak Power Warranties" do not apply to any MODULES which have been subjected to:
A) Misuse, abuse, neglect or accident;
B) Alternation, improper installation or application;
C) Non-observance of manufacturer's installation and maintenance instructions;
D) Repair or modifications by someone other than an approved service technician of the manufacturer
E) Power failure surges, lighting, flood, fire, accidental breakage or other events outside manufacturer's control.
(3) Both, the "Limited Product Warranties" and "Limited Peak Power Warranties" do not cover any transportation charge, customs clearance or any other costs for return of the MODULES, or for reshipment of any repaired or replaced MODULES, 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 MODULES

have been altered, removed or made illegible.
(5) This "Limited Warranty for PV Modules" does not apply for MODULES marked as "Grade A" or "Grade B". Sunpro Power explicitly refers to their "Limited Warranty for PV Modules marked Grade A", their "Special Limited Warranty for PV Modules marked Grade B"

reflecting these categorized modules.

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 Sunpro Power, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Sunpro Power. Sunpro Power 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 MODULE, or from use or installation. Under no circumstances shall Sunpro Power 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. Sunpro Power O'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.

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 feels a justified claim covered by this "Limited Warranties for PV Modules", an immediate notification directly to Sunpro Power shall be filed by mailing a letter in writing to the address of Sunpro Power listed hereunder, or sending an email letter to the email account of Sunpro Power 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 invoice on which the MODULES have been purchased.

The return of any PV-modules will not be accepted unless prior written authorization has been given by Sunpro Power.

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 SUD in Cologne / Germany or ASU Arizona State University 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 Sunpro Power.
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 FROM STATE TO STATE.

8. Various

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

9. Force Majeure

Sunpro Power shall not be responsible or liable in any way to distributors rather than ultimate customers arising from any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Warranty for PV Modules", due to acts God, war, riots, strikes, unavailability of suitable and sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the MODULES or the claim.

10. Validity

This "Limited Power Warranty for PV Modules" is valid for all MODULES dispatched from 1st October 2018.

玉环尚博能源有限公司
YUHUAN SUNPRO POWER CO., LTD.