
Limited Warranty for PV Modules

1. Limited Product Warranty – five (5) Years Repair, Replacement or Refund Remedy

China Sunergy (Nanjing) Co., Ltd (hereinafter referred to as “CSUN”) together with its subsidiaries: CEEG (Shanghai) Solar Science Technology Co., Ltd., CEEG (Nanjing) Renewable Energy Co., Ltd. warrants its Photovoltaic Solar Modules (including factory-assembled DC connector sand cables, excluding the by-pass diodes) to be free from defect in materials and workmanship under normal application, installation, and service conditions. If a period five years from date of sale as shown in the invoice to the direct customer of CSUN, CSUN will decide either repair or replace the product, or refund the purchase price as paid by the customer, (2% 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 five years 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

12 year

If, within a period of twelve (12) years from the date shown on the invoice to the customer, any module(s) exhibits a power output less than 90 % of the minimum “Peak Power at CSUN DATASHEET" as specified at the date of invoice in CSUN's Product Information Sheet, provided that such loss in power is determined by CSUN (at its sole and absolute discretion) to be due to defects in material or workmanship, CSUN will compensate by either providing additional module(s) to the customer, or by replacing the defective module(s) to guarantee output power is no less than 90 % of the minimum Peak Power. The option of compensation is decided by CSUN.

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 "Peak Power at CSUN DATASHEET" as specified at the date of invoice in CSUN's Product Information Sheet, provided that such loss in power is determined by CSUN (at its sole and absolute discretion) to be due to defects in material or workmanship, CSUN will compensate by either providing additional module(s) to the customer, or by replacing the defective module(s) to guarantee output power is no less than 83 % of the minimum Peak Power. The option of compensation is decided by CSUN.

25 year

If, within a period of twenty-five (25) years from the date shown on 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 at CSUN DATASHEET" as specified at the date of invoice in CSUN' s Product Information Sheet, provided that such loss in power is determined by CSUN (at its sole and absolute discretion) to be due to defects in material or workmanship, CSUN will compensate by either providing additional module(s) to the customer or replacing the defective module(s) to guarantee output power is no less than 80 % of the minimum Peak Power. The option of compensation is decided by CSUN .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. "STC" are as follows:

a) AM 1.5G spectrum;

b) An irradiation of $1000\text{W}/\text{m}^2$

c) A cell temperature of 25 degree Centigrade. 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-Module. 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 Warranties" and the "Limited Peak Power Warranties" do not apply to any module(s) which have been subjected to:

a) Misuse, abuse, neglect or accident;

b) Improper transportation, installation or application (the warranty for module back sheets is limited. During transportation, installation and other situation, customer should protect module back sheets from collision, scraping, extrusion etc.);

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.

(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 module(s), or for reshipment of any repaired or replaced module(s), or costs associated with installation, removal or reinstallation of the PV- Module.

(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-MODULE" only applies for the conforming product.

(6) Under STC conditions, the Maximum system voltage [V] is 1000V, when in parallel connection, the maximum number of parallel modules shouldn't exceed N. N is the number of modules connected in parallel, $N \leq \text{Conductor current} / I_{sc}$. Also, when in series connection, the maximum number of modules shouldn't exceed M. M is the number of modules connected in series, $M \leq [V] / V_{oc}$ (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. Claims

The CUSTOMER ,who feels a justified claim covered by this "Limited Warranties for PV Modules", please send an immediate notification directly to CSUN (customer_service@chinasunenergy.com). Together with the notification, the CUSTOMER should attach the evidence of the claim with the corresponding serial number of the module(s) and the invoice copies on 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 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 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 have not been demolished.

10. Miscellaneous

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 made for their disposal. CSUN has the right to deliver another type (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 all module(s) (within the power range 170-310W) dispatched under this Agreement (Contract).


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