

**LIMITED MANUFACTURER'S WARRANTY FOR TRINA SOLAR BRAND CRYSTALLINE SOLAR PHOTOVOLTAIC MODULES  
PS-M-0020 Rev. K March 1, 2011**

**1. Scope of Warranty**

Changzhou Trina Solar Energy Company Limited (“Trina Solar”) grants this Limited Manufacturer's Warranty to the original end user purchaser which is the first customer installing for its own use (the "Buyer") of any of the below listed (and no other) brand models of solar photovoltaic modules manufactured by Trina Solar (the “Products”) and accompanied by this Limited Manufacturer's Warranty:

TSM-\*\*\*DC01, TSM-\*\*\*DC01A, TSM-\*\*\*DC03, TSM-\*\*\*DC05, TSM-\*\*\*DC80, TSM-\*\*\*PC03, TSM-\*\*\*PC05, TSM-\*\*\*PC14

TSM-\*\*\*DA01, TSM-\*\*\*DA01A, TSM-\*\*\*DA03, TSM-\*\*\*DA05, TSM-\*\*\*DA80, TSM-\*\*\*PA03, TSM-\*\*\*PA05, TSM-\*\*\*PA14,

TSM-\*\*\*DC01.01, TSM-\*\*\*PC05.01,

TSM-\*\*\*DC01.05, TSM-\*\*\*DC01A.05, TSM-\*\*\*DC03.05, TSM-\*\*\*DC05.05, TSM-\*\*\*PC03.05, TSM-\*\*\*PC05.05,

TSM-\*\*\*DC01A.08, TSM-\*\*\*DC80.08

TSM-\*\*\*DA01.05, TSM-\*\*\*DA01A.05, TSM-\*\*\*DA05.05, TSM-\*\*\*PA05.05,

TSM-\*\*\*DA01A.08, TSM-\*\*\*DA80.08

TSM-\*\*\*DC37, TSM-\*\*\*DC39, TSM-\*\*\*DC41-L, TSM-\*\*\*DC41-R, TSM-\*\*\*DC43-L, TSM-\*\*\*DC43-R, TSM-\*\*\*DC45-L, TSM-\*\*\*DC45-R, TSR-\*\*\*DC51, TSR-\*\*\*DC52, TSR-\*\*\*DC53, TSR-\*\*\*DC54, TSR-\*\*\*DC55

Note: The “\*\*\*” placeholder stands in each case for the power indication set out in the relevant Product Data Sheet.

**2. Subject Matter of Warranty**

Subject to all other terms and conditions of this Limited Manufacturer's Warranty, Trina Solar warrants: (I) that (i) upon delivery in their original packing to the Buyer or (ii) starting at the latest 12 months after Products dispatch from Trina (whichever occurs earlier) the Products are free from defects in material and workmanship; and (II) that the Products will not lose more than: (i) during the first 10 years from delivery date, 10% of the power output specified in the relevant Product Data Sheet measured at Standard Test Conditions (STC) and (ii) between the 10<sup>th</sup> and the 25<sup>th</sup> anniversary from delivery date, 20% of the power output specified in the relevant Product Data Sheet measured at Standard Test Conditions (STC), provided in each case of items (I) and (II) that the relevant Products will be properly installed, maintained, serviced, applied and used under normal conditions. Accordingly, Trina Solar's Limited Manufacturer's Warranty shall forfeit and not apply if, and as soon as, one of the following events occurs (irrespective of the Buyer's fault and whether or not causing the defects claimed):

- a) The Product is altered, modified, improperly installed, abused or misused
- b) The Product is not maintained in accordance with Trina Solar's relevant recommendations or instructions
- c) The Product is serviced or repaired by a third party service provider not previously authorized or approved by Trina Solar

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- d) The Product's type, nameplate or module serial number is changed, erased or made illegible
- e) The Product is installed in a mobile device (except photovoltaic tracking system) or marine environment, or exposed to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution)
- f) The components in the construction based on which the module is mounted are defective
- g) The Product is exposed to mold discoloration or similar external effects
- h) The Product is exposed to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening, servicing by use of unauthorized spare parts, accident, force of nature (such as lightning strike, earthquake), influence from chemical products or other acts beyond Trina Solar's reasonable control (including but not limited to damage by fire, flood, etc.)
- i) The Buyer uses the Products in such a manner as to infringe any third party intellectual property rights such as, e.g., patents, copyrights or registered design rights. For the avoidance of doubt, Trina Solar's resulting damage or recourse claims and any other remedies available under any applicable laws are fully reserved and shall not be prejudiced by Buyer's forfeiture of this Limited Manufacturer's Warranty.

Trina Solar does not grant, and hereby fully excludes to the broadest extent permissible by applicable law any further or other warranty or liability of Trina Solar (whether express or implied) for the Products, in particular, but without limitation, any further or other warranty of quality, fitness for a particular purpose and non-infringement of third party intellectual property rights such as, e.g., patents, copyrights or registered design rights.

Neither the sales personnel of Trina Solar, nor their authorized wholesale or retail dealers, nor any other person is authorized to grant any warranty for the Products on behalf of Trina Solar except that they may reference or drop this Limited Manufacturer's Warranty Certificate.

### **3. Warranty and Notice Periods**

The warranty period is 5 (five) years from the delivery date of the relevant defective Product(s), except that the warranty period for claims brought under item (II) (i) of Clause 2, paragraph 1 shall be 10 years from the delivery date and the warranty period for claims brought under item (II)(ii) of Clause 2, paragraph 1 shall be 25 years from the delivery date.

Notwithstanding anything to the contrary herein, any claim under this Limited Manufacturer's Warranty shall be forfeited in any case if: (i) the Buyer does not notify Trina Solar or their authorized representatives of such claim in writing in accordance with Clause 5, paragraph 1 within 1(one) month after discovering, or after the Buyer should have discovered, the defect claimed under warranty; or (ii) the Buyer does not commence court action within 6 (six) months after proper notification of the claim.

### **4. Remedies**

In the event that Trina Solar is liable for a claim brought under this Limited Manufacturer's Warranty, Trina Solar will at Trina Solar's option: (a) refund the purchase price paid by the Buyer for the relevant defective Product(s); (b) repair the defective Product(s) at no charge (subject to the following paragraph); or (c) replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge (subject to the following paragraph).

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In the event that Trina Solar opts for options (b) or (c), the Buyer shall bear all insurance and transportation charges, customs clearance and any other costs for returning the defective Product(s) to Trina Solar and shipping the repaired or replaced Product(s) to the Buyer, and all costs and expenses related to their removal, installation or reinstallation, respectively.

With respect to option (c), Trina Solar has the right to replace the defective Product(s) by another type (different in size, color, shape and/or power) if having discontinued producing them on or before the notification of the relevant warranty claim.

In the event that Trina Solar opts for options (b) or (c), this Limited Manufacturer's Warranty will not be extended to or renewed for, and no warranty period will continue for, the repaired parts of the defective Product(s) or for the replaced products. Any defective Product(s) replaced shall become the property of Trina Solar and shall at Buyer's cost be returned or otherwise disposed in accordance with Trina Solar's instructions.

Subject to compulsory applicable law, the remedies set out above shall be the only and exclusive remedies available to the Buyer under this Limited Manufacturer's Warranty, to the exclusion of any other or further remedy, such as, e.g., any damage claims whatsoever, whether direct or indirect (including without limitations claims for loss of income, loss of profits or for other consequential losses or damages). Remedying defects in accordance with this Section 4 shall in each case constitute the complete fulfillment of all liabilities and responsibilities of Trina Solar to the Buyer with respect to the relevant defective Product(s) under this Limited Manufacturer's Warranty.

#### **5. Claims Procedure: What to do to claim warranty**

Claims under this Limited Manufacturer's Warranty must immediately upon discovery of the relevant defect(s), but at the latest within the notification period set out in Section 3 paragraph 2 be notified by registered mail or courier to Trina Solar at the address shown below. The notification must show the serial number of the defective Product(s), include a copy of the relevant invoice and purchase contract and unconditionally state: "We hereby accept, and agree to, the choice of law, the choice of an expert appraiser and the choice of arbitration as set out in Clause 6 of your Limited Manufacturer's Warranty on which our claim is based." Incomplete notifications will not be processed and do not meet the notification deadline of Clause 3, paragraph 2.

The return of any defective Product(s) will not be accepted unless prior written authorization has been given by Trina Solar. In any such case, the Buyer shall remove, de-install, insure, securely package and transport the defective Product(s) at Buyer's expense.

#### **6. Conditions**

This Limited Manufacturer's Warranty is granted subject to the condition precedent that the Buyer when notifying a claim hereunder accepts in writing the following items (a) through (c) by unconditionally stating: "We hereby accept, and agree to, the choice of law, the choice of an expert appraiser and the choice of arbitration set out in Clause 6 of your Limited Manufacturer's Warranty on which our claim is based".

- a) This Limited Manufacturer's Warranty shall be governed by the laws of Switzerland, to the exclusion of its conflict of laws provisions and also to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- b) In the event of any dispute on technical facts relating to a claim brought under this Limited Manufacturer's Warranty, Trina Solar and the Buyer will upon Trina Solar's request appoint the first-class international test

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institute TUV Rheinland in Cologne, Germany or Arizona State University, USA as an expert appraiser deciding the dispute finally under generally accepted procedural rules proposed by Trina Solar. The costs shall be borne by the losing party unless otherwise awarded.

- c) In the event of any legal dispute relating to a claim brought under this Limited Manufacturer's Warranty, the Buyer shall agree to arbitration under the following clause: Any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The seat of the arbitration shall be in Zurich, Switzerland. The arbitral proceedings shall be conducted in English.

Should the Buyer notify his/her claim without unconditionally agreeing to the above in the form required by paragraph 1 of this Clause 6, this Limited Manufacturer's Warranty shall not be available for the Buyer with respect to the relevant claim, unless Trina Solar waives the conditions of this Clause 6 in writing.

**7. Force Majeure**

Trina Solar shall not be responsible or liable in any way to the Buyer for any non-performance or delay in performance under this Limited Manufacturer's Warranty due to occurrences of force majeure such as, e.g., 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 defective Product(s) or the notification of the relevant warranty claim under this Limited Manufacturer's Warranty.

**8. Warranty Assignment**

This Limited Manufacturer's Warranty is transferrable when the Products remain installed in their original installation location.

END