

LIMITED WARRANTY ON THIN FILM PV MODULES

(Model: WD-C-GF-090 Series)

Customer: _____

PO No.: _____

Effective Date of Warranty: _____

Invoice No.: _____

SWS Seal

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Sun Well Solar Corporation (the “**SWS**”) hereby certifies that the modules specified hereafter shall be warranted by SWS under the terms and conditions set forth in this LIMITED WARRANTY ON THIN FILM PV MODULES (“**Limited Warranty**”).

1. SCOPE AND PERIOD OF WARRANTY

This Limited Warranty applies exclusively to you (the “**Customer**”) for the SWS thin-film photovoltaic modules designated by serial numbers (hereinafter referred to as the “**MODULES**”) you purchased directly from SWS or its sales agent. The Limited Warranty is effective as of the date it has been stamped SWS company seal and limited to the terms and conditions stated herein.

2. TERMS OF WARRANTY

(1) MODULES:

Model name: **WD-C-GF-090 Series**

Type: **single junction amorphous silicon**

(2) Warranty on Product (Workmanship/ Material):

SWS warrants that the MODULES have been manufactured in compliance with the prescribed specifications and is free from defects in material and/or workmanship within a period of five (5) years from the date of shipment from SWS. If any non-conformity to the specifications or defect in material and/or workmanship is found during such period, SWS will, at its sole discretion, either repair or replace the MODULES, provided that such non-conformity or defect of the MODULES shall be notified to SWS or its authorized agent in written form thirty (30) calendar days after its occurrence and confirmed by SWS. Either repair or replacement shall be the sole and exclusive remedy provided under the warranty on product guarantee.

(3) Warranty on Power Grade Output:

- a) **“Power Grade Output”** shall mean the minimum power in peak watts that the MODULES generate as stated in the **“WD-C-GF-090 Series Product Specifications”**. **“Standard Test Conditions”** shall be as follows: with the light-receiving glass surface of the MODULES cleaned, a qualification test shall be carried out according to IEC61646 with an air mass of 1.5, an irradiance of 1000 W/m², and a module temperature of 25 ± 1.0 °C. Measurements shall be made after outdoor air temperatures in the sunshine reported by the Meteorological Agency have reached 20 °C or higher than 20 °C for at least twenty (20) consecutive days.
 - b) SWS warrants that the MODULES exhibit a power output exceeding or equal to ninety percent (90%) of the Power Grade Output at Standard Test Conditions for a period of ten (10) years from the date of shipment from SWS. In the event that the MODULES exhibit a power output less than ninety percent (90%) of the Power Grade Output at Standard Test Conditions during such period and such loss in power output is determined by SWS (at its sole and absolute discretion) to be due to defects in material or workmanship, SWS will, at its sole option, either replace such loss in power by providing to the Customer additional MODULES to compensate such loss in power output; or repair or replace such defective MODULES.
 - c) SWS warrants that the MODULES exhibit a power output exceeding or equal to eighty percent (80%) of the Power Grade Output at Standard Test Conditions for a period of twenty-five (25) years from the date of shipment from SWS. In the event that the MODULES exhibit a power output less than eighty percent (80%) of the Power Grade Output at Standard Test Conditions during such period and such loss in power output is determined by SWS (at its sole and absolute discretion) to be due to defects in material or workmanship, SWS will, at its sole option, either replace such loss in power by providing to the Customer additional MODULES to compensate such loss in power output; or repair or replace such defective MODULES.
 - d) These remedies set forth in this Article 2(3) are the sole and exclusive remedies provided under the warranty on power output.
- (4) If any defects are found, the Customer shall notify SWS or its sales agent of the following items immediately and provide SWS with the defective MODULES for inspection:
- a) Model;
 - b) Serial number of the MODULES; and
 - c) Details of the defect.
- (5) In the event that SWS inspection confirms that no defects in material or workmanship, or non-conformity to the specifications or power output shortage have been found to be attributable to SWS, the MODULES shall be returned to the Customer at its own costs and expenses.
- (6) In no event shall the remedies herein cover any costs or expense, such as the costs associated with installation, removal or reinstallation of the MODULES. In circumstance of replacement of the MODULES, costs of transportation-to-site will be paid by SWS.
- (7) A neutral party agreed by SWS and Customer will verify the disputable MODULES defect(s) in material and/or workmanship, or in the power

performance mentioned above in the process of litigation or arbitration thus incurred.

3. WARRANTY EXEMPTIONS

This Limited Warranty does not apply to any defects in material or workmanship, or non-conformity to the specifications or shortage in power output arising from or related to the following reasons:

- (1) failure to comply with the installation/handling procedures and precautions described in the **“Instructions for installation of SWS PV modules WD-C-GF-090 Series”**, caution labels, and other written information provided by SWS;
- (2) any use under an inappropriate condition or environment, such as acid rain, salt corrosion, etc.;
- (3) any repair, modification, or alteration to the MODULES without SWS's written approval;
- (4) any use for inappropriate purposes which are beyond the purpose of the corresponding agreement or contract;
- (5) force majeure, such as fire, explosion, war, riot, earthquake, eruption, tidal wave, lightning, induced lighting, snow, freeze, frost, briny air, ground movement, ground cracking, earth flow, and pollution; provided, however, that exemption for these reasons for which IEC set out the standard shall apply when they exceed IEC's standard;
- (6) naturally occurred scratches, stains, mechanical wear, rust, mold, degradation, discoloring, and other alteration without influencing or affecting the power output performance or mechanical strength of the MODULES; or
- (7) noise, voltage fluctuation, and other trouble in a grid connected commercial power supply system.

4. LIMITATION OF WARRANTY SCOPE

- (1) The Limited Warranty 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 SWS, unless such other warranties, obligations or liabilities are expressly agreed to in writing signed and approved by SWS.
- (2) SWS 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 but not limited to any defects and/or failures in the MODULES, or from any use or installation of the MODULES.
- (3) Under no circumstances shall SWS be liable for any incidental, consequential or special damages, howsoever caused, including but not limited to loss of use, loss of profits, loss of production, or loss of revenues.
- (4) SWS's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price, taking into account a annual depreciation of five percent (5%) of the purchase price as the Customer paid for the Modules furnished or to be furnished, as the case may be, which is the subject of a claim or

dispute.

5. VARIOUS

- (1) The repair or replacement of the MODULES or the compensation of additional MODULES shall neither cause the beginning of the new warranty terms, nor extend the original period of this Limited Warranty.
- (2) SWS shall be entitled to deliver a different type of the MODULES (different in size, color, shape and/or power) in case that SWS discontinued producing the replaced MODULES at the time of the claim.

6. VALIDITY

- (1) The Limited Warranty shall be valid at the point of issuance and until a new edition issued and published in writing.
- (2) Any attachments or appendixes herein shall constitute the integral parts of the Limited Warranty.

Appendix A Specifications

Please refer to the attached document titled “**WD-C-GF-090 Series Product Specifications**”. SWS reserves all rights to change the specifications, if the specifications hereof are changed, SWS will not notify individually.

Appendix B Installation Instructions

Please refer to the attached document titled “**Instructions for installation of SWS PV modules WD-C-GF-090 Series**”.

Appendix C Product serial numbers included in this warranty

Please refer to the attached document titled “**Modules electrical data sheet (Flash Report)**” for product serial numbers of the MODULES.