

Unimen Solar Co., Ltd
LIMITED WARRANTY FOR PV MODULES

| LIMITED WARRANTY

1. Limited Product Warranty –twelve Year Repair, Replacement Remedy

Unimen Solar Power Co., Ltd (Unimen Solar) warrants its photovoltaic modules including DC connector cable assemblies to be free from defects in workmanship and materials under normal application, use, installation and service conditions as specified in Unimen Solar's installation manual for a period of twelve (12) years from the shipment date of the modules. Claims under this warranty will be honored only if the end-user customer can provide the proof that the malfunction results exclusively from defects in materials or workmanship under normal application, use, installation and service conditions specified in Unimen Solar's installation manual.

If a module malfunctions or becomes inoperative due to a defect in workmanship or material during the twelve-year period of this warranty, Unimen Solar will, at its option, either repair or replace the module in problem, or refund the then current market price of the modules. The repair, replacement, or refund remedies shall be the sole and exclusive remedy provided under this Limited Warranty. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (Limited Pmax Warranty and Limited Remedy).

2. Limited Pmax Warranty and Limited Remedy

A. "Pmax" is the nominal power that a photovoltaic module generates at STC as stated on the module rating label.

"Standard Test Conditions" are as follows: [a] light spectrum of AM 1.5, [b] an irradiation of 1,000 Watts per square meter and [c] temperature of 25 degrees Centigrade. The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of Unimen Solar in effect on the date of manufacture of the modules. Unimen Solar's calibration standards shall be in compliance with then-current standards applied by international institutions accredited for this purpose.

B. Limited Pmax warranty

Unimen Solar additionally warrants for the modules that: for the first year from the shipment date of

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the module, any photovoltaic module under normal application, use, installation and service condition as specified in Unimen Solar's installation manual, will exhibit a power output no less than 97% of the Pmax, from the second year to thirty years from the shipment date, the power output will decline annually by no more than 0.60% of the Pmax at Standard Test Conditions. So by the end of 29 years, at least 80.20% of Pmax can be achieved; by the end of 30 years, at least 79.6% of Pmax can be achieved. The minimum permissible power output of each calendar year is shown in the table below:

Year	1	2	3	4	5	6	7	8	9	10
Min Power output	97.00%	96.40%	95.80%	95.20%	94.60%	94.00%	93.40%	92.80%	92.20%	91.60%
Year	11	12	13	14	15	16	17	18	19	20
Min Power output	91.00%	90.40%	89.80%	89.20%	88.60%	88.00%	87.40%	86.80%	86.20%	85.60%
Year	21	22	23	24	25	26	27	28	29	30
Min Power output	85.00%	84.40%	83.80%	83.20%	82.60%	82.00%	81.40%	80.80%	80.20%	79.60%

C. Limited remedies

If the output power of the module tested by the third party which is accredited by Unimen Solar at Standard Test Conditions does not meet the above levels within the time specified, provided that such loss in power is determined by Unimen Solar to be due exclusively to defects in material or workmanship, Unimen Solar will, at its sole option, either [1] make up such loss in power by providing to the end-user customer additional modules or by refunding the then current market price equivalent to the additional modules; [2] repair or replace the defective modules including free shipping to the place applied by Unimen Solar.

3. Not Independent Warranties

The customer has the right to pursue claims under each of the warranties set forth above; provided, however, that if claims arise under multiple limited warranties from a single incident, then if Unimen Solar remedies such incidents as set forth above, Unimen Solar shall be deemed to have resolved all applicable warranty claims arising from such incident.

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4. Exclusions and Limitations;

The customer has the right to pursue claims under each of the warranties set forth above; provided, however, that if claims arise under multiple limited warranties from a single incident, then if UNIMEN Solar remedies such incidents as set forth above, Unimen Solar shall be deemed to have resolved all applicable warranty claims arising from such incident.

A. Warranty claims shall be filed in writing to Unimen Solar or its authorized distributors within the applicable warranting period, without exception.

B. These Limited Warranties will not be applied to the modules which under Unimen Solar's sole judgment have been subjected to:

- 1) Normal wear and tear, to the natural effects of exposure to weather conditions over time; excessive dirt build-up;
- 2) use on mobile(non-stationary) units or in marine application or extreme thermal environment or other abnormal environment (such as acid rain, salt, chemical substances or other pollution)or extremely rapid change of surroundings, corrosion, oxidation;
- 3) Misuse, abuse, neglect, vandalism or accident;
- 4) Alteration, improper installation or application that does not strictly follow the manufacturer's instructions;
- 5) Repair or modifications that do not strictly follow the manufacturer's instructions;
- 6) Power failure, electrical spikes or surges, lightning, flood, fire, accidental breakage;
- 7) Damage caused during transportation and storage;
- 8) The components in the construction based on which the modules is mounted are defective;



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9) Other events outside the control of Unimen Solar.

C. These Limited Warranties only cover the transportation costs for shipment of any repaired or replaced modules to the place applied by Unimen Solar.

Any costs for returning the modules to Unimen Solar or its authorized agents and authorized distributors, or costs associated with installation, removal, reinstallation of the modules, or customs clearance shall be borne by the end-user Customers. The reasonable, customary, documented transportation cost of returning the modules shall be borne by Unimen Solar only if it is authorized by After-sales service department of Unimen Solar.

D. Unimen Solar is not liable for any expense, liability or responsibility incurred for repairs made by or for customer without Unimen Solar's written authorization.

E. Warranty claims will not be honored if the type or serial number of the modules have been altered, removed or made illegible without written authorization from Unimen Solar.

5. Limitation of Warranty Scope

The limited warranties set forth herein are expressly in lieu of and exclude all other expressed or implied warranties, including but not limited to warranties of merchantability, warranties of fitness for particular purpose, use, or application, warranties of non-infringement of third party rights, including, but not limited to, intellectual property rights, and all other obligations or liability on the part of Unimen Solar unless such other warranties, obligations or liability is expressly approved by Unimen Solar's Chief Executive Officer by signature. Unless prohibited by local laws or regulations, Unimen Solar shall have no responsibility or liability whatsoever for injury or damage of any natural persons or any tangible property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the product itself, including, without limitation, any defects in the module, or from use or installation. Under no circumstances shall Unimen Solar be liable for incidental, consequential or special damages, whatever the cause is, even if Unimen Solar is provided prior notice of such damages. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded.

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Unimen Solar's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the end user Customer for the unit of product or service furnished or to be furnished, as the case may be, which is the subject of claim or dispute.

6. Transferability

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

7. Obtaining Warranty Performance

In order to obtain warranty service under the Unimen Solar Limited Warranty, the end user Customer should promptly notify Unimen Solar regional customer service center. Together with the notification, the end-user should enclose the evidence of the claim, such as the description of the defect, the complete serial number printed on the module label, the picture of the bar code, a copy of commercial invoice and the delivery date of its modules.

If Unimen Solar determines that the Module is not defective or that a performance deficit is not covered under this warranty, Unimen Solar will return the Module to Customer at Customer's expense and will have no further obligation for the repair, replacement, or refund. Further, the additional modules which have been sent to the customer for compensation will be charged by Unimen Solar.

8. Disputes

In case of any discrepancy in a warranty-claim, a test-institute shall be involved for the final judgment. All fees and expenses shall be borne by the losing party, unless otherwise awarded. No action, regardless of form, arising out of or in any way connected with this Limited Warranty, may be brought by the end user Customer more than one (1) year from the date when causes of action occurred.

9. Various

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The repair or replacement of the modules or the supply of additional modules does not lead to a new commencement of warranty terms, nor shall the original terms of this Limited Warranty be extended. Any replaced modules shall become the property of Unimen Solar. Unimen Solar shall at its own option, deliver another type of PV Modules (different in size, color, shape, or power), either another brand or the original one, in the event that Unimen Solar has discontinued producing the module at issue at the time of the claim.

10. Force Majeure

Unimen Solar shall not be in any way responsible or liable to the end user Customer or any third-party for matters arising from any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to 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 Unimen Solar.

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Unimen Solar Co., Ltd

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