

**Warranty Terms 2009**  
**Limited Warranties for Photovoltaic Modules**

**1. Limited Product Warranty- Five Year Repair, Replacement or Refund Remedy**

Jiangsu Aide Solar Energy Technology Co., Ltd. (AIDE SOLAR) warrants its photovoltaic modules (MODULES), including field replaceable DC connectors and cables, to be free from defects in materials and workmanship under normal application, installation, use and service conditions. If MODULES fail to conform to this warranty, for a period ending 60 months from date of sale to the first customer (CUSTOMER) as shown in stamped packing list of AIDE SOLAR, AIDE SOLAR will, at its option, either repair or replace the product, or refund the purchase price as paid by CUSTOMER. The repair, replacement and refund remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the 60 month period set forth herein. 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**

For MODULES above 40W, AIDE SOLAR additionally warrants:

**A: 12 years**

If within twelve (12) years from date of sale to CUSTOMER any MODULE(s) exhibits a power output less than 90% of the minimum Peak Power at  $STC^1$  as specified at the date of delivery in AIDE SOLAR's Product information Sheet, provided that such loss in power is determined by AIDE SOLAR (at its sole and absolute discretion) to be due to defects in material or workmanship, AIDE SOLAR will replace such loss in power by either providing CUSTOMER additional MODULES to make up such loss in power, or by repairing or replacing the defective MODULE(s), at the option of AIDE SOLAR.

**B: 25 years**

If within twenty-five (25) years from date of sale to CUSTOMER any MODULE(s) exhibits a power output less than 80% of the minimum Peak Power at  $STC^1$  as specified at the date of delivery in AIDE SOLAR's Product information Sheet, provided that such loss in power is determined by AIDE SOLAR (at its sole and absolute discretion) to be due to defects in material or workmanship, AIDE SOLAR will replace such loss in power by either providing CUSTOMER additional MODULES to make up such loss in power, or by repairing or replacing the defective MODULE(s), at the option of AIDE SOLAR.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the Limited Peak Power Warranty.

**Exclusions and limitations**

A: Warranty claims must in any event be filed within the applicable Warranty period.

B: The Limited Product Warranty and the Limited Peak Power Warranty do not apply to any MODULES which in AIDE SOLAR's absolute judgment have been subjected to:

- Misuse, abuse, neglect or accident;
- Alternation, improper installation or application;
- Non-observance of AIDE SOLAR's installation and maintenance instructions;
- Repair or modifications by someone other than an approved service technician of AIDE SOLAR;
- Power failure surges, lighting, flood, fire, accidental breakage or other events outside AIDE SOLAR's control.

C: The Limited Product Warranty and the Limited Peak Power Warranty do not cover any transportation charge, customs clearance or any other costs for return of MODULES or for reshipment of any repaired or replaced MODULES, or cost associated with installation, removal or reinstallation of MODULES.

E: Warranty claims will not be honored if the type or serial number of MODULES have been altered, removed or made illegible.

### **3. Limitation of Warranty Scope**

The Limited Warranties for Photovoltaic Modules 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 AIDE SOLAR, unless such other warranties, obligation or liabilities are expressly agreed to in writing, signed and approved by AIDE SOLAR. AIDE SOLAR 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 AIDE SOLAR be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. AIDE SOLAR's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER.

### **4. Obtaining Warranty Performance**

If the CUSTOMER feels he/she has a justified claim covered by the Limited Warranties for Photovoltaic Modules, he/she must immediately notify the (a) dealer, who sold the MODULES, or (b) any authorized AIDE SOLAR distributor, of the claim in writing, or (c) send such notification directly to AIDE SOLAR. Together with the notification the CUSTOMER should enclose evidence of the claim with the corresponding serial number of the MODULES and the invoice on which the MODULES have been purchased. If applicable, the CUSTOMER's dealer or distributor will give advice on handling the claim. If further assistance is required, the CUSTOMER is invited to write to AIDE SOLAR for instructions. The return of any MODULES will not be accepted unless prior written authorization has been given by AIDE SOLAR.

#### **5. Severability**

if a part, provision or clause of the Limited Warranties for Photovoltaic 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 the Limited Warranties for Photovoltaic Modules, and to this end such other parts, provisions, clauses or applications of the Limited Warranties for Photovoltaic Modules shall be treated as severable.

#### **6. Disputes**

In case of any discrepancy in a warranty-claim, a reputable international test-institute such as Fraunhofer ISE or TÜV Rheinland shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party, unless otherwise awarded. AIDE SOLAR shall have the final explanation right.

#### **7. Various**

The repair or replacement of MODULES or the supply of additional MODULES, does not cause the beginning of new warranty terms, nor shall the original terms of these limited warranties be extended. Any replaced MODULES shall become the property of AIDE SOLAR. AIDE SOLAR has the right to deliver another type (different in size, color, shape and /or power) in case AIDE SOLAR discontinued producing the MODULES in question at the time of the claim.

#### **8. Force Majeure**

AIDE SOLAR shall not be responsible or liable in any way to CUSTOMER or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including the Limited Warranties for Photovoltaic Modules, due to acts God, war, riots, strikes, war-like conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of AIDE SOLAR. In such cases, performance by AIDE SOLAR of these limited warranties shall be suspended without liability for the period of delay reasonably attributable to such causes.

#### **9. Validity**

The Limited Warranties for Photovoltaic Modules are valid for MODULES delivered after November 3, 2008.

NOTE:

1, "Peak Power" is the power in watt peak that a MODULE generates in its maximum power point. "STC" are as follows: (a) light spectrum of AM 1.5, (b) an irradiation of 1,000 W per m<sup>2</sup> and (c) a cell temperature of 25 degree Centigrade. The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals-as applicable-per calibration and testing standards of AIDE SOLAR valid at the date of manufacture of MODULES.

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