

Limited Warranty for PV Modules

1. Limited Product Warranty – *Ten* Years Repair, Replacement or Refund Remedy

ERA SOLAR CO.,LTD. (ERA) warrants its Photovoltaic Solar Modules (MODULES), including field replaceable, DC connector cable assemblies, if any, to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If MODULES fail to conform to this warranty, then for a period ending *One hundred and twenty (120)* months from date of sale as shown in the invoice to the direct customer of ERA(CUSTOMER), ERA will, at its option, either repair or replace the product, or refund the purchase price as paid by the CUSTOMER. The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the *One hundred and twenty (120)* months 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 years

For the PV modules, above 100W, if within *twelve (12)* years from date of sale to the Customer any PV-module(s) exhibits a power output less than 90% of the minimum Peak Power as STC as specified at the date of delivery in ERA's Product Information Sheet, provided that such loss in power is determined by ERA (at its sole and absolute discretion) to be due to defects in material or workmanship, ERA will replace such loss in power by either providing to the Customer additional PV-modules to make up such loss in power, or by replacing the defective PV-modules, or by refunding the Purchase Price taking into account a yearly depreciation of ten (10%) of the Purchase Price, at the option of ERA.

30 years

For the PV modules above 100W, if within the first *twelve (12)* years from date of sale to the Customer, any PV-module(s) exhibits a power output less than 90% of the minimum peak power as STC as specified at the date of delivery in ERA's product information sheet, or within a period of *Thirty(30)* years from date of sale to the customer , any PV-module(s) exhibits a power output less than 80% of the minimum peak power as STC, provided that such loss in power is determined by ERA (at its sole and absolute discretion) to be due to defects in material or workmanship, ERA will replace such loss in power by either providing to the customer additional PV-modules to make up such loss in power. Or by replacing the defective PV-modules, or by refunding the purchase price taking into account a yearly depreciation of five (5%) of the purchase price, at the option of ERA. The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the Limited Peak Power Warranty.

3. Exclusions and Limitations

- (1) Warranty claims must in any event be filed within the applicable warranty period.
- (2) The Limited Warranties do not apply to any PV-modules which in ERA's absolute judgement have been subjected to :
- ✧ Misuse, abuse, neglect or accident;
 - ✧ Alternation, improper installation or application;
 - ✧ Non-observance of ERA's installation and maintenance instructions;
 - ✧ Repair or modifications by someone other than an approved service technician of ERA;
 - ✧ Power failure surges, lighting, flood, fire, accidental breakage or other events outside ERA's control.
- (3) The Limited Warranties do not cover any transportation costs for return of the PV-modules, or for reshipment of any repaired or replaced PV –modules, or cost associated with installation, removal or reinstallation of the PV-modules.
- (4) Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed or made illegible.

4. Limitation of Warranty Scope

The limited warranties set forth herein are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties or merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of ERA, Unless such other warranties, obligations or liabilities are expressly agreed to in writing signed and approved by ERA. ERA 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 product, including, without limitation, any defects in the module, or from use or installation. Under no circumstances shall ERA be liable for incidental, consequential or special damages, However caused. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded.

ERA's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the 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.

5. Obtaining Warranty Performance

If the Customer feels he/she has a justified claim covered by this Limited Warranty, he/she must immediately notify the a) dealer, who sold the PV-modules, or (b) any authorized ERA distributor, of the claim in writing, or (c) send such notification to ERA in Shanghai, China. Together with the notification Customer should enclose evidence of the date of sale on which the Solar Products have been purchased. If applicable, Customer's dealer or distributor will give advice on handling the claim. If further assistance is required, Customer is invited to write

ERA for instructions. The return of any PV-modules will not be accepted unless prior written authorization has been given by ERA.

6. Disputes

No action, regardless of form, arising out of or in any way connected with this Limited Warranty, may be brought by the Customer more than one (1) year after the cause of action has accrued.

7. Various

The repair or replacement of the PV-modules or the supply of additional PV-modules, does not cause the beginning of new warranty terms, nor shall the original terms of this Limited Warranty be extended. Any replaced PV-modules shall become the property of ERA. ERA has the right to deliver another type of PV-modules (different in size, color, shape and/or power) in case ERA discontinued producing the PV module in question at the time of the claim.

In the event that any of the PV-modules purchased by the Customer are not listed in this Limited Warranty, the Customer should contact ERA for further information regarding the applicable warranties, if any.

8. Force Majeure

ERA shall not be in any way be responsible or liable to the customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, riots, strikes, unavailability of suitable and sufficient labor, material, die 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 PV-modules or the claim.

9. Validity

This "Limited Power Warranty for PV Modules" is valid for all MODULES dispatched between 1st January 2011 and 31st December 2013.

" Peak Power" is the power in watt peak that a PV-module generates in its maximum power point. " STC" are as follows (a) light spectrum of AM 1.5, (b) an irradiation of 1000W per m2 and (c) a cell temperature of 25 degrees Centigrade. The measurements are carried out in accordance with IEC 61215 as tested at the junction box terminals per the calibration and testing standards of ERA valid at the date of manufacture of the PV-modules.