

## Suntech Power Australia Warranty Terms 2012

### Limited Warranty for PV Modules

Suntech Standard PV Module Product Model Names covered under this warranty are:

STPXXXS-24/Ad (XXX = 170, 175, 180, 185, 190, 195)  
STPXXXS-24/Adb (XXX = 170, 175, 180, 185, 190, 195)  
STPXXXS-24/Ad+ (XXX = 170, 175, 180, 185, 190, 195)  
STPXXXS-24/Adb+ (XXX = 170, 175, 180, 185, 190, 195)  
STPXXX-18/Ud (XXX = 190, 195, 200, 205, 210, 215, 220)  
STPXXX-20/Wd (XXX = 215, 220, 225, 230, 235)  
STPXXXS-20/Wd (XXX = 230, 235, 240, 245, 250, 255)  
STPXXXS-20/Wd+ (XXX = 210, 230, 235, 240, 245, 250, 255)  
STPXXXS-20/Wdb (XXX = 230, 235, 240, 245, 250, 255 )  
STPXXX-24/Vd (XXX = 260, 265, 270, 275, 280, 285, 290)  
PLUTOXXX-Ada (XXX = 180, 190, 195, 200, 205)  
PLUTOXXX-Adb (XXX = 180, 190, 195, 200, 205)  
PLUTOXXX-Ade (XXX = 180, 190, 195, 200, 205)  
PLUTOXXX-Adf (XXX = 180, 190, 195, 200, 205)  
PLUTOXXX-Udm (XXX = 210, 215, 220, 225, 230)  
PLUTOXXX-Wdm (XXX = 230, 235, 240, 245, 250, 255 )  
PLUTOXXX-Wde (XXX = 230, 235, 240, 245, 250, 255)  
PLUTOXXX-Vdm (XXX = 280, 285, 290, 295, 300, 305, 310)  
PLUTOXXX-Vdx (XXX = 280, 285, 290, 295, 300, 305, 310)  
MSZXXX-B-C (XXX = 170, 175, 180, 185, 190, 195)  
MSZXXX-B-D (XXX = 170, 175, 180, 185, 190, 195)  
MSZXXX-J-C (XXX = 170, 175, 180, 185, 187, 190, 195)  
MSZXXX-J-D (XXX = 170, 175, 180, 185, 187, 190, 195)

#### **Wuxi Suntech Power Co., Ltd.**

C/ Suntech Power Australia Pty Ltd.

Add: Suite 1101, Level 11, 201 Miller Street, North Sydney, NSW 2060 Australia

Tel: +61 2 8188 2450

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Email: [services@suntech-power.com.au](mailto:services@suntech-power.com.au)

Website: [www.suntech-power.com](http://www.suntech-power.com)

For the standard solar module types listed above, Wuxi Suntech Power Co., Ltd. (SUNTECH POWER) shall WARRANTY its Photovoltaic Solar Modules (MODULES)'s performance (i) starting from the date of sale (SALES DATE) to the first consumer installing (for their own use) the MODULES (CONSUMER) or (ii) starting at the latest 12 months after MODULES dispatch from the SUNTECH POWER factory, whichever occurs earlier (the WARRANTY START DATE).

The benefits given to the consumers in this warranty are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates.

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

SUNTECH POWER warrants its MODULES, including factory-assembled DC connectors and cables, 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, during the period of One Hundred Twenty (120) months from the WARRANTY START DATE, SUNTECH POWER will, at its option, either repair or replace the product, or refund the then current market price of the MODULES. 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 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**

#### **5 years**

If, for a period of five (5) years from the WARRANTY START DATE, any MODULE(s) exhibits a power output less than 95 % of the nominal power as set out in SUNTECH POWER's product datasheet, provided that such loss in power is determined by SUNTECH POWER (at its sole and absolute discretion) to be due to defects in materials or workmanship, SUNTECH POWER will, at its sole option, either (1) replace such loss in power by either, at SUNTECH POWER'S sole option, (a) providing additional MODULES to the CONSUMER to make up for such loss in power or (b) replacing the defective MODULE(s) or (2) refund the percentage of the cost of the MODULE(s) (as measured by the then current market price of the MODULE(s)) to the CONSUMER representing the percentage of the power output less than 95% of the nominal power as set out as specified in SUNTECH POWER's product datasheet.

#### **12 years**

If, for a period of twelve (12) years from the WARRANTY START DATE, any MODULE(s) exhibits a power output less than 90 % of the nominal power as set out in SUNTECH POWER's product datasheet, provided that such loss in power is determined by SUNTECH POWER (at its sole and absolute discretion) to be due to defects in materials or workmanship, SUNTECH POWER will, at its sole option, either (1) replace such loss in power by either, at SUNTECH POWER'S sole option, (a) providing additional MODULES to the CONSUMER to make up for such loss in power or (b) replacing the defective MODULE(s) or (2) refund the percentage of the cost of the MODULE(s) (as measured by the then current market price of the MODULE(s)) to the CONSUMER representing the percentage of the power output less than 90% of the nominal power as set out as specified in SUNTECH POWER's product datasheet.

### **18 years**

If, for a period of eighteen (18) years from the WARRANTY START DATE, any MODULE(s) exhibits a power output less than 85 % of the nominal power as set out in SUNTECH POWER's product datasheet, provided that such loss in power is determined by SUNTECH POWER (at its sole and absolute discretion) to be due to defects in materials or workmanship, SUNTECH POWER will, at its sole option, either (1) replace such loss in power by either, at SUNTECH POWER'S sole option, (a) providing additional MODULES to the CONSUMER to make up for such loss in power or (b) replacing the defective MODULE(s) or (2) refund the percentage of the cost of the MODULE(s) (as measured by the then current market price of the MODULE(s)) to the CONSUMER representing the percentage of the power output less than 85% of the nominal power as set out as specified in SUNTECH POWER's product datasheet.

### **25 years**

If, for a period of twenty-five (25) years from the WARRANTY START DATE, any MODULE(s) exhibits a power output less than 80% of the nominal power as set out in SUNTECH POWER's product datasheet, provided that such loss in power is determined by SUNTECH POWER (at its sole and absolute discretion) to be due to defects in materials or workmanship, SUNTECH POWER will, at its sole option, either (1) replace such loss in power by either, at SUNTECH POWER'S sole option, (a) providing additional MODULES to the CONSUMER to make up for such loss in power or (b) replacing the defective MODULE(s) or (2) refund the percentage of the cost of the MODULE(s) (as measured by the then current market price of the MODULE(s)) to the CONSUMER representing the percentage of the power output less than 80% of the nominal power as set out as specified in SUNTECH POWER's product datasheet.

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**

To the extent permitted by laws:

- (1) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.
- (2) The "Limited Product Warranty" and the "Limited Peak Power Warranty" do not apply to any MODULES which have been subjected to:
  - ◆ Misuse, abuse, neglect or accident;
  - ◆ Alteration, improper installation or application;
  - ◆ Non-observance of SUNTECH POWER's installation and maintenance instructions;
  - ◆ Repair or modifications by someone other than an approved service technician of SUNTECH POWER;
  - ◆ Power failure surges, lightning, flood, fire, accidental breakage or other events outside SUNTECH POWER's control.
- (3) Both "Limited Product Warranty" and "Limited Peak Power Warranty" do not cover any costs associated with installation, removal or re-installation of the MODULES and

(except as explicitly set forth in the final paragraph of Section 5) customs clearance or any other costs for return of the MODULES-

- (4) Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed or made illegible.
- (5) This “Limited Warranty for PV Modules” does not apply to MODULES marked as “Grade A” or “Grade B”. SUNTECH POWER explicitly refers to their “Limited Warranty for PV Modules marked Grade A”, their “Special Limited Warranty for PV Modules marked Grade B” reflecting these categorized modules.

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

To make a claim under this warranty, consumer will need to follow the attached Suntech Power Australia Warranty Claim Procedure, which forms part of this warranty document.

#### **5. Severability**

If a part, provision or clause of this “Limited Warranty for Standard PV 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 this “Limited Warranty for PV Modules”, and to this end such other parts, provisions, clauses or applications of this “Limited Warranty for PV Modules” shall be treated as severable.

#### **6. Disputes**

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING, WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU.

#### **7. Various**

The repair or replacement of the MODULES or the supply of additional MODULES, does not cause the beginning of new warranty terms, nor shall the original terms of this “Limited Warranty for PV-Modules” be extended. Any replaced MODULES shall become the property of SUNTECH POWER made for their disposal.

#### **8. Warranty Transfer**

This “Limited Warranty for PV Modules” is transferable when the product remains installed in its original installation location.

## 9. Force Majeure

SUNTECH POWER shall not be responsible or liable in any way to the consumer or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Warranty for PV Modules", due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of SUNTECH POWER. In such cases, performance by SUNTECH POWER of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

## 10. Validity

This "Limited Warranty for PV Modules" is valid for all MODULES dispatched from SUNTECH POWER's factories between 1<sup>st</sup> December 2011 to 31<sup>st</sup> December 2012

This "Limited Warranty for PV Modules" will become null and void if the MODULE is transferred from the original continent of destination (e.g. North America, Europe, Asia, Australia, Africa or South America) without written permission from SUNTECH POWER. All consumers, direct and indirect, are hereby notified of such potential nullification.

"Nominal Power in Datasheet" is the power in Watt peak that a PV-module generates in its Maximum Power Point under STC condition. "STC" are as follows:

(a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per  $m^2$  and (c) a cell temperature of 25 degrees centigrade at right angle irradiation. The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of SUNTECH POWER valid at the date of manufacture of the PV-modules.

## 11. General

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

## Suntech Power Australia Warranty Claim Procedure

1. Consumer needs to report suspected solar photovoltaic system (PV System) fault to their original retailer/installer via email, fax or letter through contact details provided by Installer in their warranty form, tax invoice or other document and provide Installer with the proof of purchase and fault information<sup>1</sup>.
2. Installer troubleshoots the PV System to determine the source of the fault<sup>2</sup>. If the Installer identifies that the fault is caused by a defective PV Module covered under the Suntech Power's warranty, then the Installer needs to call Customer Service Team in Suntech Power Australia Pty Ltd on (02) 8188 2450 to obtain Suntech Warranty Claim Form and Warranty Case Number.
3. Installer must complete the Suntech Warranty Claim Form and send this form to Suntech Power Australia at the following address via email, fax or Australia post within a reasonable time :

Warranty Claims

Wuxi Suntech Power Co. Ltd

C/ Suntech Power Australia Pty Ltd.

Suite 1101, Level 11, 201 Miller Street

North Sydney, NSW 2060

Tel: (02) 8188 2450

Fax: (02) 8818 2440

Email: [services@suntech-power.com.au](mailto:services@suntech-power.com.au)

4. If requested by Suntech Power, Installer needs to return the suspected faulty PV Module(s) to Suntech Power at 82-86 Bay Street, Botany, NSW 2019 Australia or other address as nominated by Suntech Power for testing and claim verification. For the avoidance of doubt, provision of a Warranty Case Number by Suntech Power does not imply that the warrant claim is valid. A warranty claim made under above paragraphs 2 and 3 is only valid once it has been assessed as valid by Suntech Power.
5. Suntech Power will inspect and test the returned PV Module(s) to verify the warranty claim within a reasonable period and provide a written conclusion as to the warranty claim.
  - ❖ If the returned PV Module(s) is defective and covered by warranty, Suntech Power is responsible for the following:
    - Provide replacement PV Module(s)<sup>3</sup> of equivalent or higher power for Installer to install for the consumer, or refund to consumer (or refund through Installer) based on current PV Module price (selection of remedies at Suntech's sole discretion);
    - If applicable, pay Installer fixed labour cost of \$120 for installing one PV Module, and \$60 for each additional PV Module from the same system and claim; and
    - Reimburse consumer or Installer Suntech authorised transportation cost for returning faulty PV Module(s).

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<sup>1</sup> Where the original retailer/installer is no longer available, Consumer can contact any Clean Energy Council (CEC) certified Installer for the purpose of determining the source of fault of PV System. A CEC certified installer can be found from: <http://www.solaraccreditation.com.au/acccec/consumers/findaninstaller.html>.

<sup>2</sup> Suntech Power provides general troubleshooting guidance for PV Modules.

<sup>3</sup> Installer can obtain replacement PV Module(s) from their authorised Suntech Distributor.



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- ❖ If PV Module is not-defective, or the warranty claim is not a valid claim and cannot be covered by warranty, Suntech Power shall not be liable for PV Module replacement, refund or any costs incurred by the Installer and/or consumer. The Installer/consumer may, at their cost, request Suntech to return the PV module(s) to the Installer/consumer.



### Limited Warranty

Changzhou Trina Solar Energy Co., Ltd ("Trina Solar") hereby grants the following Limited Warranty to the first customer installing (for its own use) (the "Buyer") any of the specified (and no other) brand models of

- (i) solar photovoltaic modules including factory assembled junction box and cables, and
- (ii) mounting products including factory assembled basic hardware if any,

listed below (the "Products"):

#### 1) Warranted Products

This Limited Warranty shall only apply to the following Products:

##### a) Polycrystalline Products

TSM-\*\*\*PA03; TSM-\*\*\*PA05, TSM-\*\*\*PA05.05, TSM-\*\*\*PA05.08; TSM-\*\*\*PA05A, TSM-\*\*\*PA05A.05, TSM-\*\*\*PA05A.08; TSM- TSM-\*\*\*PA14; TSM-\*\*\*PA14A; TSM-\*\*\*PA05.10, TSM-\*\*\*PA05.15, TSM-\*\*\*PA05.18, TSM-\*\*\*PA05A.10, TSM-\*\*\*PA05A.15, TSM-\*\*\*PA05A.18; TSM-\*\*\*PA05.20, TSM-\*\*\*PA05.25, TSM-\*\*\*PA05.28, TSM-\*\*\*PA05A.20, TSM-\*\*\*PA05A.25, TSM-\*\*\*PA05A.28;

TSM-\*\*\*PC03; TSM-\*\*\*PC05, TSM-\*\*\*PC05.01, TSM-\*\*\*PC05.05, TSM-\*\*\*PC05.08; TSM-\*\*\*PC05A, TSM-\*\*\*PC05A.05, TSM-\*\*\*PC05A.08; TSM-\*\*\*PC14; TSM-\*\*\*PC14A; TSM-\*\*\*PC05.10, TSM-\*\*\*PC05.05, TSM-\*\*\*PC05.18, TSM-\*\*\*PC05A.10, TSM-\*\*\*PC05A.15, TSM-\*\*\*PC05A.18; TSM-\*\*\*PC05.20, TSM-\*\*\*PC05.25, TSM-\*\*\*PC05.28, TSM-\*\*\*PC05A.20, TSM-\*\*\*PC05A.25, TSM-\*\*\*PC05A.28.

##### b) Monocrystalline Products

TSM-\*\*\*DA01, TSM-\*\*\*DA01.05; TSM-\*\*\*DA01A, TSM-\*\*\*DA01A.05, TSM-\*\*\*DA01A.08; TSM-\*\*\*DA03; TSM-\*\*\*DA05; TSM-\*\*\*DA80, TSM-\*\*\*DA80.08; TSM-\*\*\*DA01A.10, TM-\*\*\*DA01A.15, TSM-\*\*\*DA01A.18; TSM-DA01A.20, TSM-DA01A.25, TSM-DA01A.28;

TSM-\*\*\*DC01, TSM-\*\*\*DC01.01, TSM-\*\*\*DC01.05; TSM-\*\*\*DC01A, TSM-\*\*\*DC01A.05, TSM-DC01A.08; TSM-\*\*\*DC03; TSM-\*\*\*DC05; TSM-\*\*\*DC80, TSM-\*\*\*DC80.08; TSM-\*\*\*DC01A.10, TSM-\*\*\*DC01A.15, TSM-\*\*\*DC01A.18; TSM-DC01A.20, TSM-DC01A.25, TSM-DC01A.28.

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 (for example “TSM-220PC05”).

### c) Mounting Products

Mounting products contained in Trinamount I, Trinamount II and Trinamount III. Applicable modules are set forth above in a) and b).

## 2) Warranty

### a) 10 Year Limited Product Warranty

Trina Solar warrants that for a period of ten years commencing on the Warranty Start Date (as defined below) the Product(s)

- will be free from defects in design, material, workmanship or manufacture that materially impede their functioning, and
- will conform to the specifications and the drawings applicable thereto.

Any deterioration in appearance of the product (including any scratches, stains, mechanical wear, rust, or mold), or any other changes to the product which occur after delivery to the Buyer, do not constitute a defect under this warranty unless it materially impairs the product’s functioning. A claim in the event of glass breakage arises only to the extent that there was no external cause of the breakage.

### b) 25 Year Limited Power Output Warranty

In addition, Trina Solar warrants that for a period of twenty-five years commencing on the Warranty Start Date loss of power output of the nominal power output specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC) for the Product(s) shall not exceed

- For Polycrystalline Products (as defined in Sec. 1 a): 2.5 % in the first year, thereafter 0.7% per year, ending with 80.7% in the 25<sup>th</sup> year after the Warranty Start Date,
- For Monocrystalline Products (as defined in Sec. 1 b): 3.5 % in the first year, thereafter 0.68% per year, ending with 80.18% in the 25<sup>th</sup> year after the Warranty Start Date.

## 3) Warranty Start Date

The Warranty Start Date is the date of delivery of the Product(s) to the Buyer

#### 4) Exclusions and Limitations

The aforementioned "Limited Warranty" does not apply to any Products which have been subjected to

- a) Modification, misuse, abuse, neglect or accident;
- b) Failure to comply with Trina Solar's installation manual;
- c) Service by service technicians who are not qualified under the relevant law and/or applicable regulations at the place of installation;
- d) the Product's type, nameplate or module serial number is changed, erased or made illegible (other than by any act or omission of Trina Solar);
- e) the Product's installation in a mobile device (except photovoltaic tracking system) or marine environment;
- f) exposure to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution);
- g) defective components in the construction on which the module is mounted;
- h) exposure to mold discoloration or similar external effects;
- i) exposure 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 damage by fire, flood, etc.)
- j) use of the Products in such a manner as to infringe Trina Solar's or any third party's intellectual property rights (e.g. patents, trademarks).

#### 5) Repair, Replacement or Refund Remedy

- a) As Buyer's sole and exclusive remedy under this Limited Warranty (though Buyers should note paragraph 5(d) below regarding the potential existence of other statutory rights), Trina Solar will, in its sole discretion, either, with regard to the applicable Product (or component thereof in the case of Mounting Product):
  - i) refund the historical purchase price of the relevant Product(s) annually reduced by a linear depreciation, taking into account an anticipated life time of 25 years; or
  - ii) repair the defective Product(s) at no charge (subject to the following paragraph); or
  - iii) replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge (subject of the following paragraph).

In the event that Trina Solar opts for options (ii) or (iii), Trina Solar shall bear all insurance and transportation charges (except air freight), customs clearance and any other costs for returning the defective Product(s) to Trina Solar and shipping the repaired or replaced Product(s) to Buyer. The costs and expenses for their removal, installation or reinstallation shall remain with Buyer.

- b) The warranty period(s) as defined in Sec. 2 a) and b) shall not extend or renew upon the repair or replacement of a defective Product by Trina Solar. The warranty period for replaced or repaired Product(s) is the remainder of the warranty on the original new Product(s).



LIMITED WARRANTY FOR TRINA SOLAR BRAND CRYSTALLINE SOLAR PHOTOVOLTAIC MODULES

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- c) All other claims under this Limited Warranty against Trina Solar shall be excluded. Under this Limited Warranty, Trina Solar is not responsible for any special, incidental or consequential damages (including loss of profits, harm to goodwill or business reputation, or delay damages) whether such claims are based in contract, warranty, negligence or strict tort. This exclusion applies to the extent permissible by law, and even if the remedies set forth below herein are deemed to have failed of their essential purpose.
- d) YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT AND ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44 OR PURSUANT TO THE MAGNUSON MOSS WARRANTY ACT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY.

**6) Rights and Remedies against Third Parties**

This Limited Warranty shall be construed as a separate warranty and independent from any other contractual arrangement with third parties relating to the Product(s). It shall not affect any rights, obligations and remedies of the Buyer, if any, with regard to third parties for defects or non-conformity or non-compliance of the Products, notwithstanding its legal basis. The rights and remedies provided hereunder are in addition to any other rights and remedies against third parties to which Buyer may be entitled by agreements with such third parties or by law.

**7) Claims Procedure, Notice Periods, Expiration of Warranty Claims and Limitations.**

- a) Buyer shall notify Trina Solar immediately after discovery of any claim under this Limited Warranty by letter, facsimile or e-mail to the customer support center in your region:

<p><b>Europe Customer Support</b>  Trina Solar (Schweiz) AG  Leutschenbachstr. 45,  8050 Zurich, Switzerland  T +41 43 299 68 00  F +41 43 299 68 10  E-mail: aftersales@trinasolar.com</p>	<p><b>North America Customer Support</b>  Trina Solar (U.S.), Inc.  100 Century Center, Suite 340,  San Jose CA 95112, USA  T +1 800 696 7114  F +1 800 696 0166  E-mail: aftersales@trinasolar.com</p>	<p><b>Rest of World (ROW) Customer Support</b>  Changzhou Trina Solar Energy Company Limited  No. 2 Trina Road, Trina PV Industrial Park, New District, Changzhou, Jiangsu, P. R. China, 213031  T +86 519 8548 2008  F +86 519 8517 6021  E-mail: aftersales@trinasolar.com</p>
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specifying each alleged claim including evidence of the claims and the serial numbers of the Product(s) at issue.

- b) Any dispute on technical facts relating to claims brought under this Limited Warranty for defects of Products shall be determined by expert determination. Trina Solar and the Buyer will, at Trina Solar's request, appoint as independent expert and appraiser a reputable researcher from a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or ASU Arizona State University ("Technical Expert"). The determination by such Technical Expert shall be final, conclusive, binding and enforceable in any proceeding brought hereunder. The Technical Expert shall (i) act as an expert; (ii) allow the parties a reasonable opportunity to make representations and counter-representations; (iii) take those representations and counter-representations into account; and (iv) if required by either party give written reasons for his or her determination.
- c) Any claim for breach of this Limited Warranty must be brought within three (3) months after discovery of the breach.
- d) The return of any defective Product(s) will not be accepted unless prior written authorization has been given by Trina Solar.

#### **8) 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 Warranty due to occurrences of force majeure such as, 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 limitation, 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 Warranty.

#### **9) Warranty Assignment**

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

#### **10) Validity**

This Limited Warranty shall apply to Product(s) delivered to Buyer, pursuant to Incoterms (2010) from 1<sup>st</sup> of January 2012.

#### **11) No other Warranty**

Unless modified in a writing signed by an officer of Trina Solar, the Limited Warranty set forth herein is the only express warranty (whether written or oral) by Trina Solar applicable to the Products and no one is authorized to restrict, expand or otherwise modify this Limited Warranty.



CHANGZHOU TRINA SOLAR ENERGY CO.,LTD

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## 12) Miscellaneous

If any provision of this Limited Warranty is held invalid, unenforceable or contrary to law then the validity of the remaining provisions of this Limited Warranty shall remain in full force and effect.

## 13) Australian Consumer Law

The following statement applies to customers that are 'consumers' within the meaning of the Australian Consumer Law:

"Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure."

10 year product warranty  
25 year linear power warranty

# Trina Solar's **NEW** linear performance warranty

