

## SUNTECH POWER LIMITED WARRANTY FOR PV MODULES

Effective from January 1, 2012

**You have made the right choice by purchasing SUNTECH products with a long life time. Suntech photovoltaic modules are covered by warranty as described in detail below.-**

Suntech Standard PV Module Products covered under this warranty are:  
STPXXX(S)-YY/Zd(b)(+) (XXX = 170-320 / YY = 18, 20, 24, / Z = A, U, V, W)  
PlutoXXX-Zd(a, e, m, x) (XXX = 170-320 / Z=A, U, V, W)  
MSZXXX-J-C (XXX = 170-200)  
MSZXXX-J-D (XXX = 170-200)  
XXX is a module power rating. S/Z/d/+b/e/m/x/J/C/D defines module variants as described in corresponding product data sheet.

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

### 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 current list price of comparable SUNTECH POWER 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

#### Warranted Percentages of Nominal Power Output

- 5 Year Limited Warranty of 95% of the Nominal Power Output
- 12 Year Limited Warranty of 90% of the Nominal Power Output
- 18 Year Limited Warranty of 85% of the Nominal Power Output
- 25 Year Limited Warranty of 80% of the Nominal Power Output

SUNTECH POWER warrants each Module against defects in materials and workmanship that result in the failure of the MODULES to produce the warranted percentage specified above of the nominal power output for the Module set forth in SUNTECH POWER's product datasheet. If SUNTECH POWER determines in its discretion that any Module is not providing the warranted percentage of the nominal power output because of defects in materials and workmanship, SUNTECH POWER will at its option either (1) replace such loss in power by either, (a) providing additional MODULES to the CONSUMER to make up for such loss in power or (b) replacing the defective Module(s) or part by a functional equivalent or (2) refund the percentage of the cost of the Module(s) representing the percentage of the power that is less than the warranted percentage of the nominal power.

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

Nominal Power Output in product datasheet is the power in Watt peak that a Photovoltaic Solar Modules generates in its Maximum Power Point under Standard Testing Conditions (STC). STC are as follows:  
(a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per (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.

### 3. Exclusions and Limitations

To the extent permitted by law:

- (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 manual or 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 (subject to last sentence of Clause 5) and 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) Both "Limited Product Warranty" and "Limited Peak Power Warranty" does not apply to MODULES marked as "Grade A-1" or "Grade B". SUNTECH POWER explicitly refers to their "Limited Warranty for PV Modules marked Grade A-1", their "Special Limited Warranty for PV Modules marked Grade B" reflecting these categorized modules.

### 4. Limitation of Warranty Scope

THIS "LIMITED WARRANTY FOR PV MODULES" AS SET FORTH HEREIN IS 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 SUNTECH POWER, UNLESS SUCH OTHER OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY SUNTECH POWER. SUNTECH POWER 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 MODULES, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL SUNTECH POWER 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. SUNTECH POWER'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE AS PAID BY THE CONSUMER, FOR THE SINGLE UNIT OF MODULE.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH 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.

### 5. Obtaining Warranty Performance/Claim Procedure

If the CUSTOMER wishes to bring a claim under this "Limited Warranty for PV Modules", an immediate notification shall be filed by the CUSTOMER directly to either:

- (a) the installer company; or
  - (b) SUNTECH POWER's authorized distribution partner, who supplied affected modules; or
  - (c) SUNTECH POWER office in your region. Regional contact details of SUNTECH POWER offices are listed under clause 12.
- by letter, facsimile or email, and the notification should specify name and address of CUSTOMER, name and address of installer and authorized SUNTECH POWER distribution partner, the evidence of the claim with the affected Module type, affected quantity and corresponding serial numbers together with the date on which the MODULES have been

purchased. The notification shall enclose copy of a related invoice document with stamp or signature of SUNTECH POWER or its authorized distributor as part of the evidence.

The CUSTOMER shall bring a claim under this limited warranty immediately after discovery of breach of warranty and within the warranty period.

The return of any MODULES will not be accepted unless prior written authorization has been given by SUNTECH POWER. –

To the extent permitted by law and subject to the last sentence in this clause, SUNTECH POWER will, in its sole discretion, either refund CUSTOMER (based on purchase price and taking into account of depreciation) for the defective MODULES, or repair or replace the defective MODULES. In connection with both the “Limited Product Warranty” and “Limited Peak Power Warranty”, SUNTECH POWER shall reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both authorised return of defective MODULES and re-shipment of any repaired or replaced MODULES, only if this cost is authorized by SUNTECH POWER.

THE FOLLOWING STATEMENT APPLIES TO CUSTOMERS THAT ARE ‘CONSUMERS’ WITHIN THE MEANING OF THE AUSTRALIAN CONSUMER LAW: *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. 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.*

## 6. Severability

If a part, provision or clause of this “Limited Warranty for 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.

## 7. 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.

## 8. 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. SUNTECH POWER has the right to deliver another type (different in size, color, shape and/or power) in case SUNTECH POWER has discontinued producing the replaced MODULES at the time of the claim.

## 9. Warranty Transfer

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

## 10. 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.

## 11. Validity

This “Limited Warranty for PV Modules” is valid for all MODULES dispatched from SUNTECH POWER’s factories between 1st January 2012 and 31st 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 CUSTOMERS, DIRECT AND INDIRECT, ARE HEREBY NOTIFIED OF SUCH POTENTIAL NULLIFICATION.

## 12. Contact

In case of questions regarding our products, quality and performance contact the regional headquarters or your nearest SUNTECH POWER office which can be found at [www.suntech-power.com](http://www.suntech-power.com)

### North & South America Suntech America, INC.

Add: 71 Stevenson Street 10th floor, San Francisco CA 94105, USA  
Tel: +1 415 8829922  
Fax: +1 415 8829923  
Email: [services@suntech-power.com](mailto:services@suntech-power.com)

### ASIA

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

Add: 9 Xinhua Road, Wuxi New District, China 214028  
Tel: +86 400 8888 009 (CustomerService Hot Line)  
Fax: +86 510 8534 3321  
Email: [services@suntech-power.com](mailto:services@suntech-power.com)

#### Suntech Power Japan Co.

Add: 6F, Nishishinjuku KS Building,3-6-11, Tokyo 160-0023 Japan  
Tel: +81 3 33423838  
Fax: +81 3 33426534  
Email: [services@suntech-power.com](mailto:services@suntech-power.com)

#### Suntech Power Australia Pty Ltd

Add: Suite 1101, level 11, 201 Miller Street, North Sydney NSW 2060, Australia  
Tel: +61 81882450  
Fax: +61 81882440  
Email: [services@suntech-power.com.au](mailto:services@suntech-power.com.au)

### Europe

#### Suntech Germany

Add: Bayerstr. 71-73, 80335 Muenchen, Germany  
Tel: +49 89 544599-900  
Fax: +49 89 544599-969  
Email: [services@suntech-power.com](mailto:services@suntech-power.com)

#### Suntech France

Add: 55 Rue Blais Pacal, 38330 Montbonnot, France  
Tel: +33 476 446275  
Fax: +33 438 240495  
Email: [services@suntech-power.com](mailto:services@suntech-power.com)

#### Suntech Italy

Add: Viale Colleoni 25, Palazzo Pegaso, Agrate Brianza 20041, Italy  
Tel: +39 039 9633000  
Fax: +39 039 9633024  
Email: [services@suntech-power.com](mailto:services@suntech-power.com)

#### Suntech Spain

Add: Edificio Cuzco IV, Paseo de la Castellana 141, 28046 Madrid, Spain  
Tel: +34 91 7498065  
Fax: +34 91 7498070  
Email: [services@suntech-power.com](mailto:services@suntech-power.com)

#### Suntech Power International Ltd.

Add: Muehlentalstr. 36, CH-8200 Schaffhausen, Switzerland  
Tel: +41 52 6331200  
Fax: +41 52 6331299  
Email: [services@suntech-power.com](mailto:services@suntech-power.com)

## 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.



**Suntech Power Australia Pty Ltd.**  
A.B.N. 85 128 954 647  
Suite 1101, Level 11, 201 Miller Street  
North Sydney NSW 2060 Australia

**T** +61 2 8818 2450  
**F** +61 2 8818 2440

- ❖ 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

LIMITED WARRANTY FOR TRINA SOLAR BRAND CRYSTALLINE SOLAR PHOTOVOLTAIC MODULES

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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

