

### 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).



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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.



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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."