

# Warranty

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Tynsolar Corporation WARRANTY FOR all STANDARD PV MODULES produced by Tynsolar.

## 1. Limited Product Quality Warranty – Five (5) Year Repair, Replacement or Refund Remedy

Tynsolar Corporation with offices at 1381 Ren-Ay Rd. Chunan-Jenn. Miaulih 350, Taiwan. warrants that for five (5) years from the date of delivery, its Photovoltaic modules ("PV modules") shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. If the PV modules fail to conform to this warranty, then for a period ending five (5) years from date of delivery to the original endcustomer ("the Customer"), Tynsolar will, at its option, either repair or replace the product, or refund the purchase price as paid by the Customer ("Purchase Price"). The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the five(5) year 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 Power Warranty).

## 2. Limited Power Performance Warranty

a) Tynsolar warrants: If, within twelve(12) years from date of delivery to the Customer any PV module(s) exhibits a power output less than 90% of the Minimum Peak Power<sup>12</sup> as specified at the date of delivery in Tynsolar Product test data, provided that such loss in power is determined by Tynsolar (in its reasonable discretion) to be due to defects in material or workmanship, Tynsolar will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules, at the option of Tynsolar.

b) Tynsolar additionally warrants: If, within twenty five (25) years from date of delivery to the Customer any PV module(s) exhibits a power output less than 80% of the Minimum Peak Power<sup>12</sup> as specified at the date of delivery in Tynsolar 's Product test data, provided that such loss in power is determined by Tynsolar (in its reasonable discretion) to be due to defects in material or workmanship Tynsolar will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules, at the option of Tynsolar.

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<sup>1</sup> "Peak power" is the power in peak watts that a PV module generates at STC (Standard Test conditions: Irradiance of 1000 W/m<sup>2</sup>, light spectrum AM 1.5g and a cell temperature of 25 degrees C)

<sup>2</sup> "Minimum Peak Power" = Peak power minus the Peak power tolerance

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## 3. Exclusions and limitations

- a) Warranty claims must in any event be filed within the applicable Warranty period
- b) The Limited Warranties do not apply to any PV modules which in Tynsolar 's reasonable discretion have been subjected to: misuse, abuse, neglect or accident; alteration, improper installation or application; nonobservance of Tynsolar 's installation, users and/or maintenance instructions; power failure surges, lightening, flood, fire, hail storms, accidental breakage or other events outside Tynsolar 's control.
- c) 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.
- d) Warranty claims will not apply if the type or serial number of the PV modules is altered, removed or made illegible.

## 4. Limitation of Warranty Scope

Subject to the limitations under applicable law, 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 of merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of Tynsolar, unless such other warranties, obligations or liabilities are expressly agreed to in writing signed and approved by Tynsolar. Tynsolar 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 Tynsolar be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded.

Tynsolar aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price paid to Tynsolar by the customer, for the unit of product.

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## 5. Obtaining Warranty Performance

If Customer has a justified claim covered by this Limited Warranty, Customer should immediately send such notification to Tynsolar Corporation, directly. In addition, Customer should enclose evidence of the date of delivery of the PV module. The return of any PV modules will not be accepted unless prior written authorization has been given by Tynsolar. All claims, questions or concerns under this Limited Warranty must be delivered to Tynsolar.