



## Limited Warranty for PV Modules

January 2016

### A. Limited Product Warranty

Upsolar Photovoltaic Modules are being warranted by UPSOLAR GLOBAL CO., LIMITED, UPSOLAR EUROPE SAS, UPSOLAR AMERICA INC., UPSOLAR SYSTEM ITALIA S.R.L., UK UPSOLAR CO., LIMITED, UPSOLAR GERMANY GMBH, UPSOLAR SYSTEM GMBH and UPSOLAR JAPAN K.K., each for itself, when intervening as a seller in Photovoltaic Modules Sales and Services Contracts (hereafter “UPSOLAR”) and concerning the Modules sold in this framework (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 ending twelve (12) years from the date of sale as shown in the invoice to the first customer of the Upsolar product (CUSTOMER), UPSOLAR 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 twelve (12) year period set forth herein. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under clause B hereinafter (“Limited Peak Power Warranty”).

### B. Limited Peak Power Warranty - Limited Remedy

Under the twenty-five (25) years Limited Peak Power Warranty, UPSOLAR guarantees the following performance:

- 1) In the first (1) year:
  - a) For polycrystalline MODULE(s), actual power output of no less than 97% of the minimum “Peak Power at STC (Standard Test Conditions)” as specified in the corresponding power output on the MODULE(s) label on the date of invoice to the CUSTOMER;
  - b) For monocrystalline MODULE(s), actual power output of no less than 97.5% of the minimum “Peak Power at STC (Standard Test Conditions)” as specified in the corresponding power output on the MODULE(s) label on the date of invoice to the CUSTOMER;
- 2) In the second (2) to twenty-fourth (24) year (inclusive):
 

For both polycrystalline and monocrystalline MODULES, the actual power output shall bear a maximum annual output degradation of 0.7% thereafter.
- 3) In the twenty-fifth (25) year:
  - a) For polycrystalline MODULE(s), actual power output of no less than 80.20% of the minimum “Peak Power at STC (Standard Test Conditions)” as specified in the corresponding power output on the MODULE(s) label on the date of invoice to the CUSTOMER;
  - b) For monocrystalline MODULE(s), actual power output of no less than 80.70% of the minimum “Peak Power at STC (Standard Test Conditions)” as specified in the corresponding power output on the MODULE(s) label on the date of invoice to the CUSTOMER;

Warranted Output of Upsolar Modules Years 1-25					
YEAR	WARRANTED OUTPUT		YEAR	WARRANTED OUTPUT	
	Mono	Poly		Mono	Poly
1	97.50%	97.00%	14	88.40%	87.90%
2	96.80%	96.30%	15	87.70%	87.20%
3	96.10%	95.60%	16	87.00%	86.50%
4	95.40%	94.90%	17	86.30%	85.80%
5	94.70%	94.20%	18	85.60%	85.10%
6	94.00%	93.50%	19	84.90%	84.40%
7	93.30%	92.80%	20	84.20%	83.70%
8	92.60%	92.10%	21	83.50%	83.00%
9	91.90%	91.40%	22	82.80%	82.30%
10	91.20%	90.70%	23	82.10%	81.60%
11	90.50%	90.00%	24	81.40%	80.90%
12	89.80%	89.30%	25	80.70%	80.20%
13	89.10%	88.60%	Note: Table for reference only		

**UPSOLAR SYSTEM ITALIA**

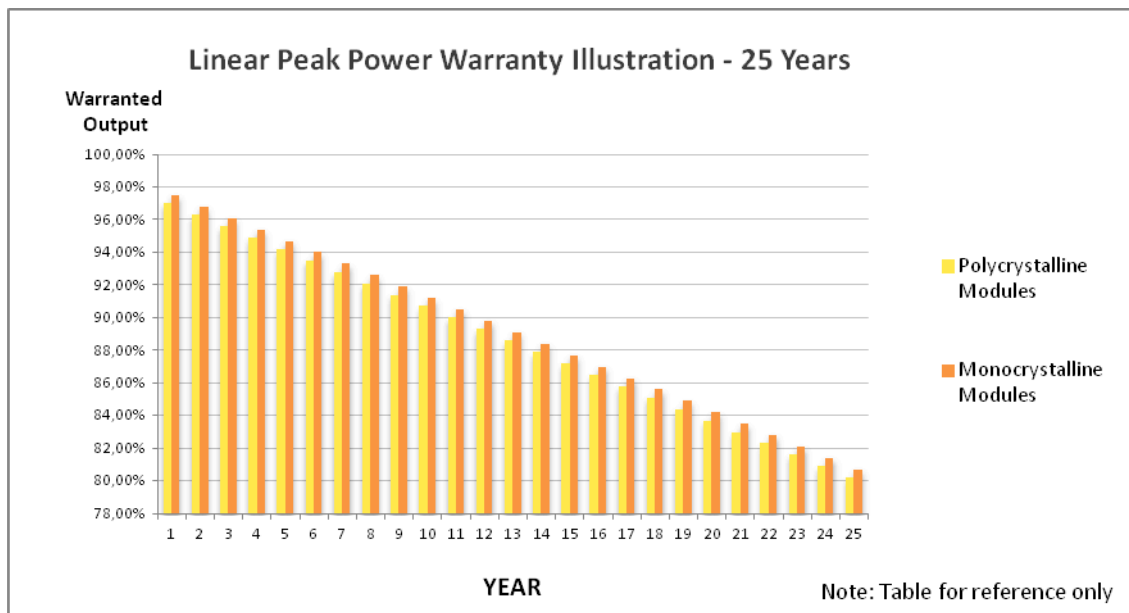
Upsolar System Italia S.R.L. – Viale Verdi 23, 31100 Treviso, Italy

T: +39 0422 1852222 F: +39 0422 1852224

If within the period of twenty-five (25) years from the date shown in the invoice to the CUSTOMER, any MODULE(s) exhibits a power output less than the percentage indicated above of the minimum “Peak Power at STC (Standard Test Conditions)” specified, at the date of the invoice to the CUSTOMER in the corresponding power output on the MODULE(s) label, provided that such loss in power is witnessed, proven and agreed by the parties to be due to defects in material or workmanship, UPSOLAR will at its sole option, either

- 1) Repair the defective MODULE(s);
- 2) Replace such loss in power by replacing the defective MODULE(s); or
- 3) Refund the CUSTOMER the percentage of the corresponding loss at the historical purchasing cost of the defective MODULE(s) pro rata temporis on the basis of a 25-year lifespan at the option of UPSOLAR.

#### Guaranteed Peak Power Output from Years 1-25



#### C. Exclusions and Limitations

- 1) In any event, all warranty claims must be filed within the applicable warranty period.
- 2) The “Limited Product Warranty” and the “Limited Peak Power Warranty” (LIMITED WARRANTIES) do not apply to any MODULES which have been subjected to:
  - Misuse, abuse, neglect or accident;
  - Alteration, improper installation or application;
  - Non-observance of UPSOLAR’s installation and maintenance instructions;
  - Repair or modifications by someone other than an approved service technician;
  - Power failure surges, lighting, flood, fire, accidental breakage or other events outside UPSOLAR’s control.
- 3) The LIMITED WARRANTIES do not cover any transportation charge, customs clearance or any other costs for return of the MODULES to UPSOLAR, or for reshipment by UPSOLAR of any repaired or replaced MODULES (except in the case of repaired or replaced MODULES subject to a valid claim under the Limited Product Warranty), or any costs associated with installation, removal or reinstallation 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.

#### D. Limitation of Warranty Scope

To qualify for warranty coverage, UPSOLAR must be notified by the CUSTOMER of any defective MODULES within 10 days after the CUSTOMER learns of such defect. Such notice shall provide UPSOLAR with available information on the nature of the defect and shall state the date code



and/or serial number of the MODULE and other relevant facts known to CUSTOMER, all as a condition to UPSOLAR's obligation under the LIMITED WARRANTIES. The LIMITED WARRANTIES apply to MODULES sold by UPSOLAR globally. There are, however, market-specific limitations to MODULE sales within a specific market (TERRITORY) which are installed by the CUSTOMER in the same TERRITORY, and UPSOLAR shall have no obligations under the LIMITED WARRANTIES or otherwise with respect to any MODULES sold or installed outside the TERRITORY in which the MODULES were originally sold. UPSOLAR reserves the right to demand the return of any MODULE claimed to be defective in order to evaluate the cause of the defect as a further condition to UPSOLAR's warranty liability. UPSOLAR shall not be liable under the "Limited Warranty for PV Modules" for any defective MODULE as to which the alleged defect arises out of UPSOLAR's compliance with any request, instruction, design change, drawing or specification furnished or imposed by CUSTOMER or any other person or company, or as to which the serial number or date code has been removed, altered, obliterated, defaced or rendered illegible. UPSOLAR shall not be liable for any damage to MODULES occurring in shipping or in storage, or for any damage caused by abuse, mishandling, improper installation (e.g., an installation that does not comply with the installation guidelines for the MODULES provided by UPSOLAR and/or that is not installed by a qualified professional licensed solar installer), misuse, unauthorized repair or modification, or failure of any system in which the MODULES are installed or integrated, or with which they are used. UPSOLAR shall have no responsibility or liability whatsoever, whether under the LIMITED WARRANTIES or otherwise, 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. UPSOLAR's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice price paid by the CUSTOMER, for the single unit of MODULE.

#### **E. Obtaining Warranty Coverage**

If the CUSTOMER believes it has a justified claim covered by the LIMITED WARRANTIES, immediate written notice shall be given directly to UPSOLAR by mailing a registered/certified letter in writing to the following UPSOLAR entities in the same territory, which will transmit the CUSTOMER's claim to the entity UPSOLAR intervening as the Seller in the Photovoltaic Modules Sales and Services Contract signed with the CUSTOMER, and therefore as the sole guarantor of the present warranty for the CUSTOMER:

UPSOLAR GLOBAL CO., LIMITED -	9F, No.71 West Suzhou Rd. 200041, Shanghai, China
UPSOLAR EUROPE SAS -	21, Boulevard Poissonnière 75002 Paris, France
UPSOLAR GERMANY GMBH-	Mergentheimer Strasse 5, 97082 Würzburg, Germany
UPSOLAR SYSTEM ITALIA S.R.L. -	Viale Verdi 23, 31100 Treviso, Italy
UK UPSOLAR CO., LIMITED -	Luminous House, 300 South Row, Milton Keynes, MK9 2FR, United Kingdom
UPSOLAR JAPAN K.K. -	24F Atago Green Hills Mori Tower, 2-5-1 Atago, Minato- ku, Tokyo, Japan
UPSOLAR AMERICA INC. -	Transamerica Pyramid Center, 45F, 600 Montgomery Street, San Francisco, CA94111, USA

Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s), the purchasing agreement/contract and a copy of the invoice on which the MODULES have been purchased.

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

#### **F. 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.

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#### **G. Disputes**

In case of any discrepancy in a warranty claim as to the validity of a claimed defect, a nationally recognized testing lab (NRTL) selected by UPSOLAR shall be used to judge the claim finally. All fees and expenses of the NRTL shall be borne by the losing party, unless otherwise awarded. The final explanation right shall be borne by UPSOLAR.

FOR SALES TO U.S. CUSTOMERS ONLY:

THIS "LIMITED WARRANTY FOR PV MODULES" GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS BY STATE LAW THAT VARY FROM STATE TO STATE.

#### **H. 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 the LIMITED WARRANTIES be extended. Any replaced MODULES shall become the property of UPSOLAR for their disposal. UPSOLAR has the right to deliver another type of MODULE (different in size, color, shape and/or power) in the event UPSOLAR has already discontinued producing the replaced MODULES at the time of the claim. The CUSTOMER is responsible for the cost and expenses of delivering the product to UPSOLAR (or its designee), including but not limited to postage and other shipping or delivery charges. UPSOLAR will only be responsible for cost of delivery of the repaired or replaced MODULES to CUSTOMER at a location in the TERRITORY where the sale occurred if the MODULES were originally shipped to such location by UPSOLAR or the distributor who purchased the MODULES from UPSOLAR and sold them to the CUSTOMER.

#### **I. Warranty Transfer**

This warranty is transferable only when the MODULE remains installed in its original location in the TERRITORY where the first sale from UPSOLAR occurred.

#### **J. Force Majeure**

UPSOLAR shall not be responsible or liable in any way to the customer or any third-party arising from any non-performance or delay in performance of any obligations hereunder, including the LIMITED WARRANTIES, due to act of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, earthquake, volcano, flood, or any other similar cause or circumstance beyond the reasonable control of UPSOLAR. In such cases, performance by UPSOLAR of the LIMITED WARRANTIES shall be suspended without liability for the period of delay reasonably attributable to such causes.

#### **K. Validity**

This "Limited Warranty for PV Modules" is valid for all MODULES sold by UPSOLAR, from January 1, 2016 to December 31, 2016.