



**LIMITED TRUE LINEAR WARRANTY CERTIFICATE
FOR CNPV CRYSTALLINE SOLAR PHOTOVOLTAIC MODULE**

		TECHNICAL SPECIFICATION	
TITLE: LIMITED TRUE LINEAR WARRANTY CERTIFICATE FOR CNPV CRYSTALLINE SOLAR PHOTOVOLTAIC MODULE	SPEC. NO.:	CNPV-PS-M-S0011	
	REVISION:	I	
	EFFECTIVE DATE:	January 1, 2013	
AUTHOR(S):	CNPV	Page 1 of 3	

CNPV Dongying Solar Power Company Limited (hereafter is simplified as “CNPV”) warrants to the Final Customer of Buyer that this CNPV brand product as

1. **72cell Module made with 125×125mm Monocrystalline Silicon Solar cells** models consisting of CNPV-190M to CNPV-210M (as per available sizes).
2. **72cell Black Module made with 125×125mm Monocrystalline Silicon Solar cells** models consisting of CNPV-190MB to CNPV-210MB (as per available sizes).
3. **72cell Module made with 156×156mm Monocrystalline Silicon Solar cells** models consisting of CNPV-290M to CNPV-320M (as per available sizes).
4. **72cell Black Module made with 156×156mm Monocrystalline Silicon Solar cells** models consisting of CNPV-290MB to CNPV-320MB (as per available sizes).
5. **72cell Module made with 156×156mm Polycrystalline Silicon Solar cells** models consisting of CNPV-280P to CNPV-315P (as per available sizes).
6. **72cell Black Module made with 156×156mm Polycrystalline Silicon Solar cells** models consisting of CNPV-280PB to CNPV-315PB (as per available sizes).
7. **60cell Module made with 156×156mm Monocrystalline Silicon Solar cells** models consisting of CNPV-245M to CNPV-265M (as per available sizes).
8. **60cell Black Module made with 156×156mm Monocrystalline Silicon Solar cells** models consisting of CNPV-245MB to CNPV-265MB (as per available sizes).
9. **60cell Module made with 156×156mm Polycrystalline Silicon Solar cells** models consisting of CNPV-235P to CNPV-265P (as per available sizes).
10. **60cell Black Module made with 156×156mm Polycrystalline Silicon Solar cells** models consisting of CNPV-235PB to CNPV-265PB (as per available sizes).
11. **54cell Module made with 156×156mm Monocrystalline Silicon Solar cells** models consisting of CNPV-215M-54 to CNPV-240M-54 (as per available sizes).
12. **54cell Module made with 156×156mm Polycrystalline Silicon Solar cells** models consisting of CNPV-210P-54 to CNPV-235P-54 (as per available sizes).

(the product), when shipped in its original container, will be free from defective workmanship and materials under normal application, installation, use and service conditions., and agrees that it will, at its option, either repair the defect or replace the defective Product or part thereof with a new or remanufactured equivalent at no charge to the purchaser for parts or labor for the period(s) set forth below.

1. This warranty does not apply to any appearance items of the Product nor to the additional excluded item(s) set forth below nor to any Product the exterior of which has been damaged or defaced, which has been subjected to misuse, abuse, abnormal service or handling, or which has been altered or modified in design or construction. In order to enforce the rights under this limited warranty, the purchaser should follow the steps set forth below and provide proof of purchase to CNPV.

The limited warranty described herein is in addition to whatever implied warranties may be granted to purchasers by law, please see clause 6 following for additional details. All implied warranties including the warranties of merchantability and fitness for use are limited to the period(s) from the date of delivery set forth below. Neither the sales personnel of CNPV nor any other person is authorized to make any warranties other than those described herein, or to extend the duration of any warranties beyond the time period described below on behalf of CNPV.

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2. The warranties described herein shall be sole and exclusive warranties granted by CNPV and shall be the sole and exclusive remedy available to the purchaser. This exclusion applies to the extent permissible by law. Correction of defects, in the manner and for the period of time described herein, shall constitute complete fulfillment of all liabilities and responsibilities of CNPV to the purchaser with respect to the Product and shall constitute full satisfaction of all claims, whether based on contract, negligence, and strict liability otherwise. In no event shall CNPV be liable, or in any way responsible, for any damages or defects in the Product which were caused by repairs or attempted repairs performed by anyone other than CNPV or authorized service providers. Nor shall CNPV be liable or in any way responsible for any incidental or consequential loss. CNPV's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the purchaser, for the single unit of SPV MODULE.

3. **Warranty:**

a. 10 Years Limited Product Warranty

The warranty period for material defects and workmanship is 10 years from the date of delivery, 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, mold, optical deterioration - but excluding any deterioration in color, and other changes, which occur after delivery to Buyer shall not qualify as a defect hereunder, if and to the extent such deterioration does not result in a material impairment of the functioning of the product. A claim in the event of glass breakage arises only to the extent that there was no external cause of the breakage.

b. 25 Years Limited Power Warranty

The warranty period with respect to minimum power output continues for a total of 25 years from date of delivery, at the end of the first year, to 98% for Polycrystalline Solar PV Modules or 97% for Monocrystalline Solar PV Modules of the minimum rated power output as specified in CNPV's Product Specification, provided that such loss in power is determined by CNPV (at its sole and absolute discretion) to be due to defects in material or workmanship at STC and at the end of each subsequent year after the first year the power output will not have reduced by more than 0.67% per year (additionally to the LID of year 1), of the original rated power output as specified in CNPV's Product Specification, provided that such loss in power is determined by CNPV (at its sole and absolute discretion) to be due to defects in material or workmanship at STC.

4. **Additional Item(s) Excluded from Warranty Coverage:** Warranty coverage does not apply when:

- a. The Product is improperly installed or abused or misused,
- b. The Product is installed in a mobile (not including photovoltaic tracking systems) or marine environment, subjected to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution),
- c. The components in the construction based on which the module is mounted are defective, External corrosion, mold discoloration or the like occurs,
- d. Defects caused by the Product being subjected to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening or repair, repair by use of unauthorized spare parts, accident, force of nature (such as lightning strike), influence from chemical product or other acts beyond CNPV reasonable control (including but not limited to damage by fire, flood, etc.),
- e. Death or injury to persons resulting from any cause other than negligence of CNPV, its employees or representatives; and
- f. Incidental, consequential or special damages such as loss of use, loss of profits, revenues, business, goodwill, damage to reputation or expensed payable to a third party.

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5. **Variou s:** The repair or replacement of the SPV MODULES or the supply of additional SPV MODULES does not cause the beginning of new warranty terms, nor shall the original terms of this “Limited Warranty for SPV Module” be extended. Any replaced SPV MODULES shall become the property of CNPV made for their disposal. CNPV has the right to deliver another type (different in size, color, shape and/or power) in case CNPV discontinue producing the replaced SPV MODULES at the time of the claim.
6. **Statutory Rights:** This limited warranty does not affect your statutory rights applicable within your jurisdictional territory in respect of the sale of consumer goods. In the event that such statutory rights exist, including without limitation National laws executing EC directive 99/44 or pursuant to the Magnuson Moss Warranty Act, the National law will prevail over this limited warranty. In the event that your jurisdictional territory does not allow the exclusion or limitation of consequential or incidental damages, the jurisdictional territory law will prevail over this limited warranty. Specifically applicable to purchasers who are defined as “consumers” within the meaning of Australian Consumer Law; the purchaser is entitled to either a repair or a replacement if the goods fail to be of acceptable quality, or if the goods undergo a major failure to have the goods replaced or payment for the goods refunded. In the event that the goods undergo a major failure the purchaser is entitled to compensation for any reasonably foreseeable loss or damage.
7. **Force Majeure:** CNPV shall not be responsible or liable in any way to the purchaser 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 SPV Module” , due to acts God, 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 limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the SPV MODULES or the claim.
8. **What to do to claim warranty:** If the purchaser feels a justified claim covered by this “Limited Warranty for SPV Module”, an immediate notification directly to CNPV at the address shown below shall be filed. Together with the notification, the purchaser should enclose the evidence of the claim with the corresponding serial number of the SPV MODULE(s) and the invoice on which the SPV MODULES have been purchased.

Be sure to have Proof of Purchase available such as the receipt. The return of any SPV Modules will not be accepted unless prior written authorization has been given by CNPV. If the purchaser ship the Product, be sure it is insured and packaged securely, CNPV will be responsible for any transportation charge, customs clearance or any other costs for return of the SPV MODULES, or for reshipment of any repaired or replaced SPV MODULES, but will not be responsible for the costs related to installation, removal or reinstallation of the SPV Modules. In case of any discrepancy in a warranty-claim, a first-class international test-institute such as TUV Rheinland in Cologne, Germany or Arizona State University, USA shall be involved to judge the claim finally. The final explanation right shall be borne by CNPV. Warranty claims will not be honored if the type or serial number of the SPV MODULES have been altered, removed or made illegible.

9. **Severability:** If a part, provision or clause of this “Limited Warranty for SPV Module”, 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 SPV Module”, and to this end such other parts, provisions, clauses or applications of this “Limited Warranty for SPV Module” shall be treated as severable.
10. **Transferability:** This warranty can be transferred to the new legal owner of the SPV module providing that
 - a) They also take possession of the original proof of purchase,
 - b) The modules remain in their original installation location,
 - c) No other terms within this warranty have breached prior to the transfer of ownership.

For the avoidance of doubt, the transfer of this warranty does not amend the original delivery date to the first point of sale from CNPV, and therefore all warranty periods are still based upon this unchanged date.