

LIMITED WARRANTY

1. Ten(10) Years Limited Warranty on Materials and Workmanship

If the modules fail to conform to this warranty, then for Ten(10) years from the date of sale to the customer, In this case Topsun Co.,Ltd will either repair or replace the product, or refund the purchase price as paid by the customer. The repaired or replaced modules are warranted for the remainder of the original warranted term.

2. Twenty Five(25) Years Limited Warranty on Power Output

(1) If, Within twelve(10) years from the date of sale to the customer, the module(s) exhibits a power output less than 90% of ²the minimum peak power nominal power at STC as specified at the date of delivery in TS product information sheet, or

(2) If, within twenty five(25) years from the date of sale to the customer, the module(s) exhibits a power output less than 80% of ²the minimum peak power at STC as specified at the date of delivery in TS product information sheet,

In this case TS will replace such loss in power by either providing to the customer additional module to make up such loss in power, or by repairing or replacing the detects module(s), or by refunding the purchase price taking into account a yearly depreciation of ten(10)% of the purchase price for ten(10) years and a yearly depreciation of four (4)% of the purchase price for twenty five(25) years, at the option of TS.

3. Exclusions and Limitations

Warranty claims in any event must be filed within the applicable warranty period.

Breakage of any other detects of the modules due to any of the following causes shall be excluded from warranty set forth herein

- (1) Natural disaster (earthquake, fire, flood, lightning, snow fall, freezing, salt damage, acid rain and others), intentional or accidental breakage of modules by third parties
- (2) Misues, abuse, neglect, use outside normal operating conditions, or failure to follow notes for safety and instructions as specified in product specifications
- (3) Repair or modifications by someone other than an approved service technician of TS or TS designated service providers
- (4) Accident or act during installation or handing of the module after delivery by TS
- (5) Caused by installation structure or construction base of the modules
- (6) Caused by any failure of surrounding equipment of the modules
- (7) Caused by connection to any other brand of modules

4. Limitation of Warranty Scope

The limited warranty is expressly in lieu of any and all warranties expressed or implied, including all warranties of merchantability and fitness for particular purpose, use or application, and all other obligations or liabilities on the part of TS, Unless such other warranties, obligations or liabilities are expressly agreed to in writing signed and approved by TS.

TS shall not be liable for incidental, consequential or special damages for any injury to persons or damage to property or other loss or injury under any circumstances including lost profits other than the replacement or refund of the purchase price of any defective modules. TS aggregate liability, if any, in damages of otherwise, shall not exceed the invoice value as paid by the customers, for the unit of product or service furnished or to be furnished. As the case may be, which is the subject of claim or dispute.

The limited warranties do not cover any transportation costs for return of the modules, or for reshipment of any repaired or replaced modules, or cost associated with installation, removal or reinstallation of the modules. Warranty claims will not be honored if the type or serial number of the modules have been altered, removed or made illegible.

5. Variousness

The repair or replacement of the modules or the supply of additional modules does not cause the beginning of new warranty term, nor shall the original terms of this limited warranty be extended. Any replaced modules shall become the property of TS. TS has the right to deliver another type of module (different in size, color, shape and/or power) in case TS discontinued producing the module in question at a time of the claim.

1. 'Peak Power' is the power in wall peak that a module generates in its maximum power point. 'STC' are as follows (a) light spectrum of AM 1.5, (b) an irradiation of 1,000W and (c) a cell temperature of 25 degrees centigrade. The measurements are carried out in accordance with IEC60904 as per the calibration standards of TS valid at the date of manufacture of the modules. TS's calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.
2. The minimum power is normal -2%