

## Warranty Terms 2011

# Limited Warranty for PV Modules

RISEN ENERGY Standard PV Module Products (“MODULES”) covered by this Limited Warranty for PV Modules (“Warranty”) are:

SYPXXXP (XXX=190, 195, 200, 205, 210, 215, 220, 225)

SYPXXXS (XXX=200, 210, 215, 220, 225, 230, 235, 240, 245)

SYPXXXS (XXX=250, 255, 260, 265, 270, 275, 280, 285, 290, 295)

SYPXXXM (XXX=210, 220, 230, 240, 250)

SYPXXXM (XXX=260, 270, 280, 290, 300, 310)

SYPXXXS-M (XXX=185, 190, 195, 200)

SYPXXXS-M (XXX=150, 155, 160, 165, 170, 175, 180)

SYPXXXS-50M (XXX=150, 155, 160, 165, 170, 175, 180)

SYPXXXS-M (XXX=220, 225, 230, 235, 240, 245, 250, 255, 260)

For the standard solar modules type listed above, Risen Energy Co., Ltd. (RISEN ENERGY) warrants its Photovoltaic Solar Modules (MODULES)’s performance starting from the date of sale (SALES DATE) to the first customer installing (for their own use) the MODULES (CUSTOMER) or starting at the latest 6 months after MODULES dispatch from RISEN factory, whichever occurs earlier (the WARRANTY START DATE).

### 1. Limited Product Warranty – Ten Years Repair, Replacement or Refund Remedy

RISEN ENERGY warrants its Photovoltaic Solar Modules (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 of One Hundred Twenty (120) months from the WARRANTY START DATE, RISEN ENERGY will, at its sole option, either repair or replace product or refund the then current market price of the MODULES. 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 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 Peak Power Warranty”).

### 2. Limited Peak Power Warranty – Limited Remedy

A: 10 years

If, within a period of ten (10) years from the Warranty START Date, any MODULE(S) exhibits a power output less than 90% of the nominal power as set out in RISEN ENERGY’s product datasheet, provided that such loss in power is determined by RISEN ENERGY (at its sole and absolute discretion) to be due to defects in materials or workmanship, RISEN ENERGY will, at its sole option, either (1) replace such loss in power by either at RISEN’s sole option, (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) or (2) refund the percentage of the cost of the MODULE(s) (as measured by the then

current market price for similar MODULES) to the CUSTOMER representing the percentage of the power output less than 90% of the nominal power as set out as specified in RISEN's product datasheet.

**B: 25 years**

If, within a period of twenty-five (25) years from the WARRANTY START DATE, any MODULE(s) exhibits a power output less than 80% of the nominal power as set out in RISEN ENERGY's product datasheet, provided that such loss in power is determined by RISEN POWER (at its sole and absolute discretion) to be due to defects in materials or workmanship, RISEN ENERGY will, at its sole option, either (1) replace such loss in power by either, at RISEN ENERGY's sole option, (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) or (2) refund the percentage of the cost of the MODULE (as measured by the then current market price for similar MODULES) to the CUSTOMER representing the percentage of the power output less than 80% of the nominal power as set out as specified in RISEN ENERGY's product datasheet.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the "Limited Peak Power Warranty".

**3. Exclusions and Limitations**

- (A) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.
- (B) The "Limited Product Warranty" and the "Limited Peak Power Warranty" do not apply to any MODULES which have been subjected to:
- Misuse, abuse, neglect or accident;
  - Alteration, improper installation or application;
  - Non-observance of RISEN ENERGY's installation and maintenance instructions;
  - Repair or modifications by someone other than an approved service technician of RISEN ENERGY;
  - Power failure surges, lighting, flood, fire, accidental breakage or other events outside RISEN ENERGY's control.
- (C) Both the "Limited Product Warranty" and "Limited Peak Power Warranty" do not cover any costs associated with installation, removal or re-installation of the PV-modules and (except as explicitly set forth in the final paragraph of Section 5) customs clearance or any other costs for return of the MODULES.
- (D) Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed or made illegible.

**4. Limitation of Warranty Scope**

These "Limited Warranty for PV Modules" as set forth herein is 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 RISEN ENERGY, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by RISEN ENERGY. RISEN ENERGY 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 related to the MODULES, including, without limitation, any defects in the MODULES, or from use or installation. Under no circumstances shall RISEN ENERGY be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. RISEN ENERGY's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER, for the single unit of MODULE.

### **5. Obtaining Warranty Performance**

If the CUSTOMER has a justified claim covered by this "Limited Warranty for PV Modules", an immediate notification directly to RISEN ENERGY by sending an email letter to the email account of RISEN ENERGY listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the date on which the MODULES have been purchased. An invoice with clear indication of purchase date, purchase price, module type, stamp or signature of RISEN ENERGY should also be submitted as part of the evidence.

The Return of any PV-modules will not be accepted unless prior written authorization has been given by RISEN. In connection with both the "Limited Product Warranty" and "Limited Peak Power Warranty", RISEN ENERGY shall reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repaired or replaced MODULES, only if this cost is authorized by RISEN ENERGY customer service department.

### **6. 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.

### **7. Disputes**

In case of any discrepancy in a warranty claim, a first class international test-institute such as Fraunhofer ISE in Freiburg of Germany, TUEV Rheinland in Cologne of Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded.

FOR SALES TO U.S. ONLY: THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MANY ALSO HAVE OTHER RIGHTS BY STATE LAW THAT VARY FROM STATE TO STATE.

## 8. Various

The repair or replacement of the MODULES or the supply of additional MODULE (S), do not cause the beginning of new warranty terms, nor shall the original terms of this “Limited Warranty for PV-Modules” be extended. Any replaced MODULES shall become the property of RISEN ENERGY made for their disposal. RISEN ENERGY has the right to deliver another type (different in size, color, shape and/or power) in case RISEN discontinued producing the replaced MODULES at the time of the claim.

## 9. Force Majeure

RISEN ENERGY 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 terms and conditions of sale, including this “Limited Warranty for PV Modules”, due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of RISEN ENERGY. IN such cases, performance by RISEN ENERGY of this limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

## 10. Validity

This Limited Warranty shall be valid from Jan. 1<sup>st</sup>, 2011 and shall apply to all Standard RISEN ENERGY PV Module(s) sold to a CUSTOMER on or after this date. This “Limited Warranty” shall be valid until a new version is issued by RISEN ENERGY.

Note:

1. “Nominal Power in Datasheet” is the power in Watt peak that a PV-module generates in its Maximum Power Point under STC condition.

2. “STC” are as follow:

(a) light spectrum of AM 1.5,

(b) an irradiation of 1,000W/m<sup>2</sup>

(C) a cell temperature of 25 degree Centigrade.

The measurements are carried out in accordance with IEC61215 as tested at the connectors or junction box terminals per calibration and testing standards of RISEN ENERGY valid at the date of manufacture of the PV-Modules. RISEN ENERGY’s calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.

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