

Valid as of January 01, 2012



LIMITED PRODUCT WARRANTY

For Topray Solar Crystalline Solar Modules

WWW.TOPRAYSOLAR.COM

Limited Warranty for PV Modules

1. SCOPE OF WARRANTY

This warranty is provided by Shenzhen Topray Solar Co., Ltd., (“TOPRAY SOLAR”) and applies to the following Standard PV Modules (PV Modules) with the following classifications (MODULE TYPE):

TPSM5U(*)/ TOPRAY SOLAR *** Wp Mono Crystalline Solar Module**

TPSM6U(*)/ TOPRAY SOLAR *** Wp Mono Crystalline Solar Module**

TPSM6U(*)/ TOPRAY SOLAR *** Wp Mono Crystalline Solar Module**

TPSP6U(*)/ TOPRAY SOLAR *** Wp Multi Crystalline Solar Module**

TPSP6U(*)/ TOPRAY SOLAR *** Wp Multi Crystalline Solar Module**

Where *** is the rated power of the related modules. For detail value please refer to related product specification sheet.

These warranty terms exclusively apply to END CUSTOMER. END CUSTOMER in terms of this warranty is the purchaser of the respective PV Modules, who has purchased the respective PV Modules for end-use and has installed the same for the first time (First Installation).

This warranty is transferable by an END CUSTOMER to the purchaser of an already installed PV Modules insofar as the PV Modules remains at its original place of installation. Claims under this warranty cannot be transferred to third parties, otherwise.

Therefore, these warranty terms do not apply to intermediaries, installation companies, or second - hand purchasers, who install the PV Modules again at a different place of installation (Second Installation).

The present "Limited Warranty for PV Modules" does not apply to PV Modules marked as “Grade A” or “Grade B” on the nameplate. TOPRAY SOLAR herewith explicitly refers to the “Special Limited Warranty for PV Modules marked Grade A”, and the “Special Limited Warranty for PV Modules marked Grade B”, which apply to the respective categories of PV Modules.

2. TERRITORY OF VALIDITY OF THIS WARRANTY

This warranty applies only inside the European Economic Area and Switzerland, in as far as the respective PV Modules has been put into circulation there for the first time by TOPRAY SOLAR respectively with the consent of TOPRAY SOLAR.

3. APPLICABILITY OF NATIONAL LAW

For this warranty and legal disputes concerning this warranty the laws of such country in the European Economic Area and Switzerland in which the respective PV Modules has been purchased by the END CUSTOMER apply, excluding the UN Convention on the International Sales of Goods as well as conflict of law’s provisions.

4. VALIDITY

The present warranty applies to all PV Modules which have been produced by TOPRAY SOLAR between the 1st and the 52nd calendar week of the year 2012. The PRODUCTION DATE can be found at the 11 or 13 digit serial number, which can be found at the front of the module.

For 13 digit serial number, the third and fourth number is the production year and the fifth and sixth number is the production month.

For 11 digit serial number, the third letter is the production year (M for 2012 in this warranty) and the fourth letter is the production month. Please refer to the following corresponding month and letter:

1	2	3	4	5	6	7	8	9	10	11	12
A	B	C	D	E	F	G	H	I	J	K	L

Additional note:

This manufacturer's warranty for PV Modules valid as of January 1st, 2012 is also applicable for PV Modules of TOPRAY SOLAR which have been manufactured in 2011 which, however, are being sold to the END CUSTOMER or being installed for the END CUSTOMER in 2012.

5. LIMITED PRODUCT WARRANTY - TEN YEARS REPAIR, REPLACEMENT OR REFUND REMEDY

TOPRAY SOLAR warrants its PV Modules model listed above, 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 PV Modules fails to conform to this warranty, during the period of one hundred and twenty (120) months from the PRODUCTION DATE, TOPRAY SOLAR will, at its option, either repair or replace the defective PV Modules. In case that the respective Modules type is no longer manufactured by TOPRAY SOLAR at the time of the warranty case, TOPRAY SOLAR retains the right to supply a functionally equivalent PV Modules of the same or higher power of a different type. The remaining period of the original warranty period applies to newly supplied or repaired PV Modules.

6. LIMITED PEAK POWER WARRANTY-LIMITED REMEDY

12 Years

If, for a period of Twelve (12) years from the PRODUCTION DATE, any PV Modules exhibits a power output less than 90% of the nominal power listed on the nameplate*, provided that such loss in power is determined by TOPRAY SOLAR (at its sole and absolute discretion) to be due to defects in material or workmanship, TOPRAY SOLAR will either repair the defective PV Modules free of charge or replace the same by a functional PV Modules of the same type free of charge and will compensate the lost profits of the defective PV Modules. In case that the respective PV Modules type is no longer manufactured by TOPRAY SOLAR at the time of the warranty case, TOPRAY SOLAR retains the right to supply a functionally equivalent PV Modules of the same or higher power of a different type. The remaining period of the original warranty period applies to newly supplied or repaired PV Modules.

25 Years

If, for a period of Twenty-Five (25) years from the PRODUCTION DATE, any PV Modules exhibits a power

output less than 80% of the nominal power listed on the nameplate*, provided that such loss in power is determined by TOPRAY SOLAR (at its sole and absolute discretion) to be due to defects in material or workmanship, TOPRAY SOLAR will either repair the defective PV Modules free of charge or replace the same by a functional PV Modules of the same type free of charge and will compensate the lost profits of the defective PV Modules. In case that the respective PV Modules type is no longer manufactured by TOPRAY SOLAR at the time of the warranty case, TOPRAY SOLAR retains the right to supply a functionally equivalent PV Modules of the same or higher power of a different type. The remaining period of the original warranty period applies to newly supplied or repaired PV Modules.

7. WARRANTY CASE AND CLAIMING WARRANTY PERFORMANCE

Report of a warranty case

- 1) The report shall include the following information:
- 2) Name and address of the END CUSTOMER
- 3) Name and address of the INSTALLER resp. SELLER
- 4) A copy of the purchase agreement or installation agreement
- 5) MODULE TYPE and serial number of the respective PV Modules
- 6) Quantity of PV Modules affected
- 7) Address of the place of installation of the respective PV Modules, in as far as the same differs from the address of the END CUSTOMER
- 8) A short description of the problem at hand as well as a short description of the tests which may have already been performed as well as their results.
 - a) In the case of a material defect: if possible pictures of the defective PV Modules which show the defect.
 - b) In the case of a low power output: information regarding the PV-generator, the inverter, the circuitry (please see the installation documentation for this which you should have received from your INSTALLER) as well as the shadowing situation at the location (please include pictures, if possible)
- 9) The requested warranty performance

The report of a warranty case is to be addressed to one of the Service-/Contact-Address of TOPRAY SOLAR, listed above.

Deadline

A warranty case is to be reported within 10 weeks after becoming aware of the circumstances which constitute a warranty case. The timely receipt of the report by TOPRAY SOLAR shall be decisive. The deadline is met, if the report is received by TOPRAY SOLAR via fax or email in advance.

Return of PV Modules

The END CUSTOMER is only authorized to return the respective PV Modules after prior written consent of TOPRAY SOLAR

Costs

In a warranty case, TOPRAY SOLAR will bear the costs for testing, dismounting, transport, repair and mounting if

the claim is valid.

8. EXCLUSIONS AND LIMITATIONS

- 1) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.
- 2) The “Limited Product Warranty” and the “Limited Peak Power Warranty” do not apply to any PV Modules which have been subjected to:
 - a) Misuse, abuse, neglect or accident;
 - b) Alteration, improper installation or application;
 - c) Non-observance of TOPRAY SOLAR’s installation and maintenance instructions;
 - d) Repair or modifications by a third party service provider not previously authorized or approved by TOPRAY SOLAR;
 - e) The PV Modules’ type, nameplate or module serial number is changed, erased or made illegible;
 - f) The PV Modules is installed in a mobile device (except photovoltaic tracking system) or marine environment, or exposed to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution);
 - g) The components in the construction based on which the PV Modules is mounted are defective;
 - h) The PV Modules is exposed to mold discoloration or similar external effects;
 - i) The PV Modules is exposed to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening, servicing by use of unauthorized spare parts, accident, force of nature (such as lightning strike, earthquake), influence from chemical products or other acts beyond TOPRAY SOLAR’s reasonable control (including but not limited to damage by fire, flood, etc.);
 - j) The Buyer uses the PV Modules in such a manner as to infringe any third party intellectual property rights such as, e.g., patents, copyrights or registered design rights. For the avoidance of doubt, TOPRAY SOLAR’s resulting damage or recourse claims and any other remedies available under any applicable laws are fully reserved and shall not be prejudiced by Buyer’s forfeiture of this Limited Warranty for PV Modules.
- 3) Warranty claims will not be honored if the type or serial numbers of the PV Modules have been altered, removed or made illegible

9. SEVERABILITY

If a part, provision or clause of the “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.

10. DISPUTES

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE, TUV Rheinland or PI Berlin shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by TOPRAY SOLAR.

11. FORCE MAJEURE

TOPRAY SOLAR shall not be responsible or liable in any way to the END 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 of God, earthquakes, whirlwind, fire, floods, lightning, snow damage as well as war, riots, strikes, warlike conditions, plague or other epidemics, 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 PV Modules or the claim.

***Note:**

The nominal power listed on the nameplate is the power in Watt (W) which a PV Modules generates under the following Standard Test Conditions (STC) according to the norm IEC 61215 in its Maximum Power Point (MPP):

a) A light spectrum of Air - Mass (AM) 1.5

b) An irradiation of 1.000 W/m² at right angle irradiation

c) A module temperature of 25°C

The deviation of the nominal power is to be determined under STC.

Service-/Contact-Addresses

Germany

Address: De-Saint-Exupery-Strasse 8, Condor Platz, 60549 Frankfurt am Main, Deutschland.

Telephone: +49 089 37412030

Fax: +49 089 37412028

E-Mail: info@topraysolar.com

USA

Address: 350S. Figueroa Street, Suite 288, Los Angeles, CA 90071

Telephone: +1 213 6289888

Fax: +1 213 6288383

E-Mail: info@topraysolar.com

Uganda

Address: Plot 32, Luthuli Rise, Bugolobi, Kampala, Uganda

Telephone: +256 773 412452; 773 098185

Fax: +256 775 102368

E-Mail: info@topraysolar.com

China

Address: Level 8, A Tower, Future Plaza, 4060 Qiaoxiang Rd., Shenzhen, China

Telephone: +86 755 86612630; 755 86612689

Fax: +86 755 86612620

E-Mail: info@topraysolar.com

All warranty performances will always be provided by the warrantor of this manufacturer's warranty, Shenzhen Topray Solar Co., Ltd.