

## **Appendix B**

### **Limited Warranty for PV Modules**

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

**Shanghai Alex Solar Energy Science & Technology Co., Ltd.** (hereafter as “Alex Solar”) warrants its Photovoltaic modules (hereafter as “PV modules”), including field replaceable DC connector cables assemblies, to be free from defects in materials and workmanship under normal application, installation, usage, and service conditions. If the PV modules fail to conform to this warranty, then for a period ending One hundred twenty (120) months from date of delivery from Alex Solar, Alex Solar will, at its option, either repair or replace the product, or refund the purchase price as paid by the Buyer (hereafter as “Purchase price”). The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the limited product warranty and shall not extend beyond the One hundred twenty (120) months period set forth herein. This limited product warranty does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter.

#### **2. Limited Peak Power Warranty - Limited Remedy**

##### **2.1: 10 years**

For the PV modules, Alex Solar additionally warrants:

If within ten (10) years from date of delivery from Alex Solar any PV module(s) exhibits a power output less than 90% of the minimum peak power at STC as specified at the date of delivery in Alex Solar’s Product Flash Datasheet, and such loss in power is agreed by Alex Solar ( at its sole and absolute discretion) to be due to defects in material or workmanship, Alex Solar shall replace such loss in power by either providing to the Buyer additional PV-modules to make up such loss in power, or by repairing or replacing the defective PV module(s), or by refunding the Purchase Price taking into account a yearly depreciation of ten (10)% of the Purchase Price, at the option of Alex Solar.

##### **2.2: 25 years**

For the PV modules, Alex Solar warrants:

If within a period of twenty-five (25) years from date of delivery from Alex Solar any PV module(s) exhibits a power output less than 80% of the minimum peak power at STC, and such loss in power is agreed by Alex Solar (at its sole and absolute discretion) to be due to defects in material or workmanship, Alex Solar will replace such loss in power by either providing to the Buyer additional PV modules to make up such loss in power, or by repairing or replacing the defective PV module(s), or by refunding the Purchase Price taking into account a yearly depreciation of four (4)% of the Purchase Price, at the option of Alex Solar.

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**

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

3.2 The limited warranties do not apply to any PV modules which, in Alex Solar's absolute judgment, have been subjected to:

- Misuse, abuse, neglect or accident;
- Alternation, improper installation or application;
- Non-observance of Alex Solar's installation-users and maintenance instructions;
- Repair or modifications by someone other than a qualified service technician;
- Power failure surges, lightning, flood, fire, accidental breakage or other events outside Alex Solar's control;
- Any move and subsequent installation of the module.

3.3 The limited warranties do not cover any shipping costs for the return of the PV modules, or for reshipment of any repaired or replaced PV modules, or cost associated with installation, removal or reinstallation of the PV modules.

3.4 Warranty claims will not be honored if the type or serial number of the PV modules have been altered, removed or made illegible.

All other statements made by Alex Solar (including without limitation to those made in the Alex Solar's promotional materials) in respect of the properties, performance characteristics and other aspects of the modules are for illustration only and are not legally binding on Alex Solar. To the fullest extent permitted by law, Alex Solar excludes all implied representations and warranties in respect of the modules, their properties and performance characteristics. To the fullest extent permitted by law, Alex Solar also excludes all liabilities to the Buyer and any user of the PV modules produced by Alex Solar for any loss of actual or anticipated profits, revenues, turnover, anticipated savings, business or goodwill.

### **4. Disputes**

No action, regardless of form, arising out of or in any way connected with this limited warranty policy, may be brought by the Buyer more than one (1) year after the cause of action has accrued.

### **5. Various**

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