



Provided that Hoyuan Solar facility or the third party testing institute recognized by both sides tests and recognizes such loss in power described above, and Hoyuan Solar (at its sole and absolute discretion) determines that loss in power arises out of the defects in material and/or workmanship, Customer is eligible for claim under this Limited Warranty for Crystalline PV Modules. Hoyuan Solar will, at its sole discretion, select one of the following remedies: 1) providing replacement modules to the Customer to make up for such loss in power, or 2) by repairing the defective modules, or 3) by compensating the

5) Non-51.02(a)35(s)36(e)s19(r)38(v)31(a)27(n)27(c)37(e)30()-296(o)27(b) 0 0 0.045 1.096 0.0196 0.0157 rg.

- f) Non-significant damage of connectors and cables due to environmental stress or indication of corrosion.
 - g) Non-significant damage of frame fixation due to environmental stress.
- 17) Circumstance that the defect claimed cannot be discovered, found or detected according to the usual technology level when Products entered into circulation;
- 18) Power failure or surges, flood, fire, hurricane, volcanic eruption, surface collapse, debris flow, lightning, earthquake, heavy snowfall, hailstone, strong breeze etc. Accidental breakage or other events caused by force of nature, force majeure, or other unforeseeable circumstances directly or indirectly caused outside the range of influence of Hoyuan Solar.

3.3 Hoyuan Solar undertakes to bear the reasonable transportation costs for delivering the repaired or replacement Products to the Customer.

However, the aforesaid reasonable transportation costs shall not include any insurance fees, taxes or import and export duties or any costs incurred as a result of the Customer's failure to cooperate with Hoyuan Solar, such as storage fees, demurrage, etc. The Customer shall provide Hoyuan Solar with the original invoice related to such reasonable transportation costs, otherwise Hoyuan Solar shall not bear such costs. The reasonable transportation costs shall not exceed the costs agreed by Hoyuan Solar in advance in writing, any excess shall be borne by the Customer.

If Hoyuan Solar opts to repair the products itself, the Customer shall cooperate and assist Hoyuan Solar in reasonable and practical manners. However, should the repair be made by the Customer or the third party entrusted by the Customer with prior written approval of Hoyuan Solar, the directly related costs and expenses on material and manpower shall be borne by Hoyuan Solar.

The following costs and expenses shall be borne by the Customer no matter whether Hoyuan Solar undertakes to execute any remedy under Limited Product Warranty or Limited Peak Power Warranty:

- 1) Costs and expenses incurred in the process of dis-installation and repacking of the defective products, installation of replacement products, and reinstallation of the repaired products; profits loss of the system generation; fees, levies, taxes or other financial duties due in relation to any applicable electronic waste disposal regulations and laws;
- 2) Any fees, levies, taxes or other financial duties imposed on Hoyuan Solar or imposed on the products in order to comply with the laws, regulations, governmental or judicial decisions, and industrial standards promulgated after purchase of the products.



3.4 Hoyuan Solar 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 or related to modules, including, without limitation, any defects in the modules, or from use or installation. Under no circumstances shall Hoyuan Solar be liable for incidental, consequential, collateral damages (including but not limited to profit loss, revenue loss, production loss or power generation loss, loss of business opportunities, interest loss, liquidated damages, other property losses), loss of use, or special damages, regardless of whether such damage or losses are based on agreements, warranty, assurance or guaranty, in tort or by strict liability, or whether Hoyuan Solar has prior knowledge of the possibilities of occurrence of such losses. Hoyuan Solar's maximum aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value against the affected modules as paid for by the Customer.

3.5 THE CUSTOMER AGREES AND ACCEPTS THAT:

THE WARRANTIES TO CUSTOMER SET FORTH IN THE LIMITED WARRANTY, ARE ONLY AN EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES. EXPRESS OR IMPLIED.

Hoyuan Solar hereby disclaims and excludes any implied warranty of merchantability or fitness for particular purpose, and all warranties arising from course of dealing or usage of trade. Any description of products sold under the contract and acknowledged by Hoyuan Solar, including the description of the Products' properties and performance, suggestions and advises on Product's application, use or suitability, regardless of being made in writing or verbally, in public statement, endorsement or advertisement, shall not bind to Hoyuan Solar and shall not be construed as an express warranty.

4. Procedures for Warranty Claims

4.1 Warranty claims should be sent to Hoyuan Solar directly at the address: No. 198, Zhujiang Road, Jiangyin County, Wuxi City, P.R.China



document, delivery date or installation date at project site, and other supporting materials required by Hoyuan Solar, and the Customer must state: "We hereby accept, and agree to, the choice of law, the choice of an expert appraiser and the choice of arbitration as set out in Clause 7 of your Limited Warranty for Crystaam ney



- 2) Hoyuan Solar has received the full payment for the Products;
- 3) the third-party shall sign a letter confirming the acceptance of the Limited Warranty upon the request of Hoyuan Solar.

Notwithstanding the aforesaid, this Limited Warranty shall only be assigned as a whole and not in part to any party taking legal title of the Products.

6. Severability

If a part, provision or clause of this Limited WarSo Tm0.01-34(o)25(f)26()-34(18nBT5T/Poe)s3* nño2.04 reW* nDa



8. Miscellaneous

Unless otherwise stipulated in the agreement, this Limited Warrant