

# Limited Warranty Statement

Talesun Solar Co., Ltd ( hereafter is simplified as “TALESUN”) warrants to the Final Customer of Buyer that this “TALESUN” brand crystalline SPV Module as

1. **72cell Module made with 125x125 mm Monocrystalline Solar cells** models consisting of TP572M-170, TP572M-175, TP572M-180, TP572M-185, TP572M-190, TP572M-195, TP572M-200, TP572M-205 & TP572M-210
2. **96cell Module made with 125x125 mm Monocrystalline Solar cells** models consisting of TP596M-230, TP596M-235, TP596M-240, TP596M-245, TP596M-250, TP596M-255, TP596M-260, TP596M-265 & TP596M-270
3. **60cell Module made with 156x156 mm Monocrystalline Solar cells** models consisting of TP660M-215, TP660M-220, TP660M-225, TP660M-230, TP660M-235, TP660M-240, TP660M-245, TP660M-250, TP660M-255 & TP660M-260
4. **60cell Module made with 156x156 mm Polycrystalline Solar cells** models consisting of TP660P-210, TP660P-215, TP660P-220, TP660P-225, TP660P-230, TP660P-235, TP660P-240, TP660P-245, TP660P-250 & TP660P-255
5. **72cell Module made with 156x156 mm Monocrystalline Solar cells** models consisting of TP672M-270, TP672M-275, TP672M-280, TP672M-285, TP672M-290, TP672M-295, TP672M-300, TP672M-305 & TP672M-310
6. **72cell Module made with 156x156 mm Polycrystalline Solar cells** models consisting of TP672P-260, TP672P-265, TP672P-270, TP672P-275, TP672P-280, TP672P-285, TP672P-290, TP672P-295 & TP672P-300

(the product), when shipped in its original container, will be free from defective workmanship and materials under normal application, installation, use and service conditions, and agrees that it will, at its option, either repair the defect or replace the defective Product or part thereof with a new or remanufactured equivalent at no charge to the purchaser for parts or labor for the period(s) set forth below.

This warranty does not apply to any appearance items of the Product nor to the additional excluded item(s) set forth below nor to any Product the exterior of which has been damaged or defaced, which has been subjected to misuse, abuse, abnormal service or handling, or which has been altered or modified in design or construction. In order to enforce the rights under this limited warranty, the purchaser should follow the steps set forth below and provide proof of purchase to TALESUN.

The limited warranty described herein is in addition to whatever implied warranties may be granted to purchasers by law. All implied warranties including the warranties of merchantability and fitness for use are limited to the period(s) from the date of delivery set forth below. Neither the sales personnel of TALESUN nor any other person is authorized to make any warranties other than those described herein, or to extend the duration of any warranties beyond the time period described below on behalf of TALESUN.

The warranties described herein shall be sole and exclusive warranties granted by TALESUN and shall be the sole and exclusive remedy available to the purchaser. Correction of defects, in the manner and for the period of time described herein, shall constitute complete fulfillment of all liabilities and responsibilities of TALESUN to the purchaser with respect to the Product and shall constitute full satisfaction of all claims, whether based on contract, negligence, and strict liability otherwise. In no event shall TALESUN be liable, or in any way responsible, for any damages or defects in the Product which were caused by repairs or attempted repairs performed by anyone other than TALESUN or authorized service providers. Nor shall TALESUN be liable or in any way responsible for any incidental or consequential economic or property damage. TALESUN's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the purchaser, for the single unit of SPV MODULE.

## **10 Year Limited Product Warranty**

Subject to the exclusions contained below, TALESUN warrants to the original purchaser (the "Purchaser") that the modules shall be free from defects in materials and workmanship that have an effect on module functionality under normal application, installation, use and service conditions as specified in TALESUN's standard product specification.

TALESUN guarantees that the module will maintain the mechanical integrity and stability in accordance with approved operation methods described in our installation instructions; the glass of a module will maintain its integrity provided there are no indications of localized impacts or external forces; and that the cable and connector plug of a module will remain safe and operational provided modules are professionally installed. Any damages caused by abrasion, improper installation or animals are exempt from this warranty.

Claims under the warranty can only be accepted if the purchaser can provide proof that the malfunctioning or non-conformity of a module results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in TALESUN's standard product specification. Any color change on module or any other changes on module appearance do not represent defects, insofar as the change in appearance does not stem from defects in material and/or workmanship, and does not cause degradation of functionality of the module. If the product fails to conform to this warranty, TALESUN will, at its option, either repair or replace the product, or provide an appropriate residual market value of the product(s) as compensation.

## **25 Year Limited Performance Warranty**

TALESUN guarantees that for a period of twenty-five years the module will maintain a performance as set forth below:

- a) During the first year, TALESUN guarantees the actual power output of the module will be no less than 97% of the labeled power output.
- b) From year 2 to year 24, the actual annual power decline will be no more than 0.7%; by the end of year 25, the actual power output will be no less than 80% of the labeled power output.

The actual power output of the module shall be determined for verification using Standard Testing Conditions only. The actual power output measurement is either carried out by a TALESUN facility or by a TALESUN recognized 3rd party testing institute. Testing equipment tolerances will be applied to all actual power output measurements.

In the event it is determined that there is a negative deviation of actual performance from the warranted values then TALESUN, at its option, will compensate for such loss in power by either providing to the purchaser additional modules to make up the total wattage loss, or by repairing or replacing the modules or providing to the purchaser financial compensation for the reduced performance of the module.

## **Warranty Effective Date**

The warranty effective date shall be defined as the date of installation or 90 (ninety) days after the delivery by TALESUN, whichever date is earlier.

## **Additional Item(s) Excluded from Warranty Coverage:**

Warranty coverage does not apply when:

- a) The Product is improperly installed or abused or misused;
- b) The Product is installed in a mobile or marine environment, subjected to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution);
- c) The components in the construction based on which the module is mounted are defective;
- d) External corrosion, mold discoloration or the like occurs;

- e) Defects caused by the Product being subjected to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening or repair, repair by use of unauthorized spare parts, accident, force of nature (such as lightning strike), influence from chemical product or other acts beyond TALESUN reasonable control (including but not limited to damage by fire, flood, etc.);
- f) Death or injury to persons resulting from any cause other than negligence of TALESUN, its employees or representatives;
- g) Incidental, consequential or special damages such as loss of use, loss of profits, revenues, business, goodwill, damage to reputation or expensed payable to a third party.

## **Various**

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

## **Force Majeure**

TALESUN shall not be responsible or liable in any way to the purchaser 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 SPV Module” , due to acts God, war, riots, strikes, 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 SPV MODULES or the claim.

## **What to do to claim warranty**

If the purchaser feels a justified claim covered by this “Limited Warranty for SPV Module”, an immediate notification directly to TALESUN at the address shown below shall be filed. Together with the notification, the purchaser should enclose the evidence of the claim with the corresponding serial number of the SPV MODULE(s) and the invoice on which the SPV MODULES have been purchased.

Be sure to have Proof of Purchase available such as the receipt. The return of any SPV Modules will not be accepted unless prior written authorization has been given by TALESUN. If the purchaser ship the Product, be sure it is insured and packaged securely, TALESUN will not be responsible for any transportation charge, customs clearance or any other costs for return of the SPV MODULES, or for reshipment of any repaired or replaced SPV MODULES, or costs related to installation, removal or reinstallation of the SPV Modules.

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as TUV Rheinland in Cologne, Germany or Arizona State University, USA shall be involved to judge the claim finally. The final explanation right shall be borne by TALESUN. Warranty claims will not be honored if the type or serial number of the SPV MODULES have been altered, removed or made illegible.

## **Severability**

If a part, provision or clause of this “Limited Warranty for SPV Module”, 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 SPV Module”, and to this end such other parts, provisions, clauses or applications of this “Limited Warranty for SPV Module” shall be treated as severable.

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