



**江阴晟翔科技有限公司**  
JIANGYIN SHINE SCIENCE AND TECHNOLOGY CO.,LTD

## WARRANTY CERTIFICATE

**(Effective from January.1<sup>st</sup> 2013)**

Company Name:JIANGYIN SHINE SCIENCE AND TECHNOLOGY CO.,LTD("Shine Solar")

Products:Crystalline Silicon Solar Modules("Modules" or "Products")

By purchasing PV Modules from Shine Solar, you have selected a high quality product we know will meet all your expectations. If the Products are properly installed according to the instructions in our enclosed installation instruction manual under ("Guidance") and provide proper maintenance, we are sure this Shine Solar Product will continue to maintain its ability to generate the amount of electricity as stated ("Functional Capability"). We are so confident of the quality of our Products that we are willing to extend, to the end-user (namely the purchaser of the Product who initially installed the Products or anyone who has legitimately acquired the Products from the original purchaser, without any modifications, and if the Products have been operated properly in accordance with the "Guidance")("Customer") the following warranties:

### **1. Limited Product Warranty**

Shine Solar warrants its 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, including:

- 1) Not suffering from any material adverse effects, if the installation and use are properly conducted in accordance with the Guidance, which may limit the stability of the Modules;
- 2) Not allowing the clouding or discoloration of the glass to take place;
- 3) Cable and connector plug remaining safe and operational if installed professionally, not submersed in water, puddle or in any other conditions which may affect the function ability or damaged by any external forces(including animals bites such as rodent bites, birds and insects).
- 4) The aluminum frames not freezing up in cold weather conditions if installed correctly.
- 5) Only for the Modules with labels stating "Class A Application".

If the Modules fail to conform to the Limited Product Warranty within 144 months from the

date of purchase shown on the invoice (“Purchase Date”), Shine Solar will, at its option, either repair or replace the Product. The repair or replacement remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the 144 months period set forth herein. Any alleged quality problems must be documented by a certification report prepared and issued by an independent and authoritative third party (whose appointment must be agreed by the Customer and Shine Solar). The Limited Product Warranty does not provide any warranty for the specific power output, which shall be separately covered under clause 2 hereinafter (“Limited Peak Power Warranty”).

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

The relevant Effective Output data can be found in the nameplate on the reverse of the Products. Shine Solar assures that the actual power output of the Products will decline slightly only, over a period of 25 years from the Purchase Date.

1) The Modules are warranted for the period of 1 year plus one month from the Purchase Date against power degradation in excess of: 4% for mono-crystalline Modules and 3% for poly-crystalline Modules, of the nominal power as set out in the Products’ nameplate measured under STC condition. If the power degradation exceeds this, provided that such loss in power is determined by Shine Solar to be due to faulty workmanship of the Module when the Module was installed and used properly under normal conditions, then Shine Solar will, at its sole option, either repair, replace or provide additional Modules to make up for such loss in power (if Shine Solar considers necessary).

2) The Modules are warranted for the period of 2 to 24 years plus one month from the Purchase Date against annual power degradation in excess of 0.7 percent, which means the power of “n” year will be no less than:  $96\% - 0.7\% * (n-1)$  for mono-crystalline Modules and  $97\% - 0.7\% * (n-1)$  for poly-crystalline Modules ( $2 \leq n \leq 24$ ). If the power degradation exceeds this, provided that such loss in power is determined by Shine Solar to be due to faulty workmanship of the Module when the Module was installed and used properly under normal conditions, then Shine Solar will, at its sole option, either repair, replace or provide additional Modules to make up for such loss in power (if Shine Solar considers necessary).

3) The Modules are warranted for the end of 25 years plus one month from Purchase Date against power degradation in excess of 18% of the nominal power as set out in the Products’ nameplate measured under STC condition. If the power degradation exceeds this, provided that such loss in power is determined by Shine Solar to be due to faulty workmanship of the Module when it was installed and used properly under normal conditions, then Shine Solar will, at its sole option, either repair, replace or provide additional Modules to make up for such loss in power (if Shine Solar considers necessary).

STC are as follows: (a) light spectrum of AM 1.5, (b) an irradiation of 1,000W per  $m^2$  and (c) a cell temperature of 25°C degree centigrade. The measurements are carried out in accordance with IEC 61215 as tested at the junction box terminals per the calibration and testing standards of Shine Solar (valid at the date of manufacture of the Modules).

## **3. Exclusions and Limitations**

In any event, any warranty claims must be made within the applicable warranty period

together with a report from an independent and authoritative third party (whose appointment must be agreed by the Customer and Shine Solar). This Warranty Certificate only applies to Modules of "Grade A" by Shine Solar. The Products specified as "Grade B" or "Grade C" are not covered under this Warranty. Both "Limited Product Warranty" and "Limited Peak Power Warranty" do not cover any costs associated with installation, removal or re-installation of the 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.

In addition, the "Limited Product Warranties" and the "Peak Power Warranties" do not apply to any Modules which have been subjected to:

1) Misuse, abuse, neglect or accident of storage or inappropriate transport before installation.

2) Alteration, improper installation or application. Non-observance of Shine Solar's installation and maintenance instructions.

3) Exchange, repair or modification of the Products by someone other than an approved service technician of Shine Solar.

4) The serial or identification number has been altered, defaced, removed or made illegible.

5) Use of Products on mobile units such as vehicles or ships.

6) Influences such as dirt or contamination on the face-plate; contamination or damage by e.g. smoke extraordinary salt contamination, or other chemicals.

7) Power failure surges, lighting, flood, fire, accidental breakage or other events outside Shine Solar's control.

#### **4. Limitation of Warranty Scope**

The limited warranties set forth herein are in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose or application, and all other obligations on the part of Shine Solar, unless such other warranties and obligations are agreed to in writing by Shine Solar. Some jurisdictions limit or do not permit disclaimers of warranty, so this provision may not apply to the Customer.

To the maximum extent permitted by applicable law, Shine Solar hereby disclaims, and 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 any of its Products or their use. To the maximum extent permitted by applicable law, under no circumstances shall Shine Solar be liable to the Customer, or to any third party claiming through the Customer, for any lost profits, loss of use, or equipment downtime, or for any incidental, consequential or special damages of any kind, howsoever arising, related to the Products, even if Shine Solar has been advised of the possibility of such damages. To the maximum extent permitted by applicable law, Shine Solar's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price paid to Shine Solar by the Customer for the Product.

The Customer acknowledges that the foregoing limitations on liability are an essential element of the agreement between the parties and that in the absence of such limitations the Purchase

Price of the Products would be substantially different. Some jurisdictions limit or do not permit disclaimers of liability, so this provision may not apply to the Customer.

Some jurisdictions do not allow limitations on the exclusion of damages, so the above limitations or exclusions may not apply to the Customer.

## **5. Obtaining Warranty Performance**

If the Customer has a justified claim covered by this Limited Warranty, an immediate notification directly to Shine Solar shall be filed by mailing a registered letter in writing to the address of Shine Solar listed hereunder, or, sending an email letter to the email account of Shine Solar 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 the Purchase Date, purchase price, Module type, stamp or signature of Shine Solar or its distributors should also be submitted as part of the evidence.

The return of any Modules will not be accepted unless prior written authorization has been given by Shine Solar. In connection with both the "Limited Product Warranty" and "Limited Peak Power Warranty", Shine Solar 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 Shine Solar Customer service department.

## **6. Severability**

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

## **7. Disputes**

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as TÜV SÜD / Germany 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 SHINE.

## **8. Various**

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

## **9. Force Majeure**

Shine Solar 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, 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 Shine Solar. In such cases, performance by Shine Solar of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

## **10. Validity**

This Warranty Certificate effective from January.1<sup>st</sup> 2013, applied for all Modules sold from Shine Solar after this date. The Modules sold before this date is applied for the original Warranty.

## **11.Others**

You may have specific legal rights outside this warranty, and you may also have other rights that vary from state to state. This limited warranty does not affect any additional rights you have under laws. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in this limited warranty statement may not apply to you.

## **12.Contact**

If you have any question, please contact the distributor from whom you purchased the Products or Shine Solar via the following address:

Add: No.1999, Bingjiang Road(West), Jiangyin Municipality, Jiangsu Province PRC(Zip code:214400)

Tel: +86-510-6628-5883

Fax: +86-510-6628-5882

Email: sales@shine-solar.com.cn

Website: [www.shine-solar.com](http://www.shine-solar.com)

## **13.Amendment of this Document**

Shine Solar has the absolute right to amend and interpret the provisions of this Warranty Certificate, as and when it deems necessary.

## **14.Choice of law**

This Warranty shall be exclusively governed by and construed under the laws of Principality of China.