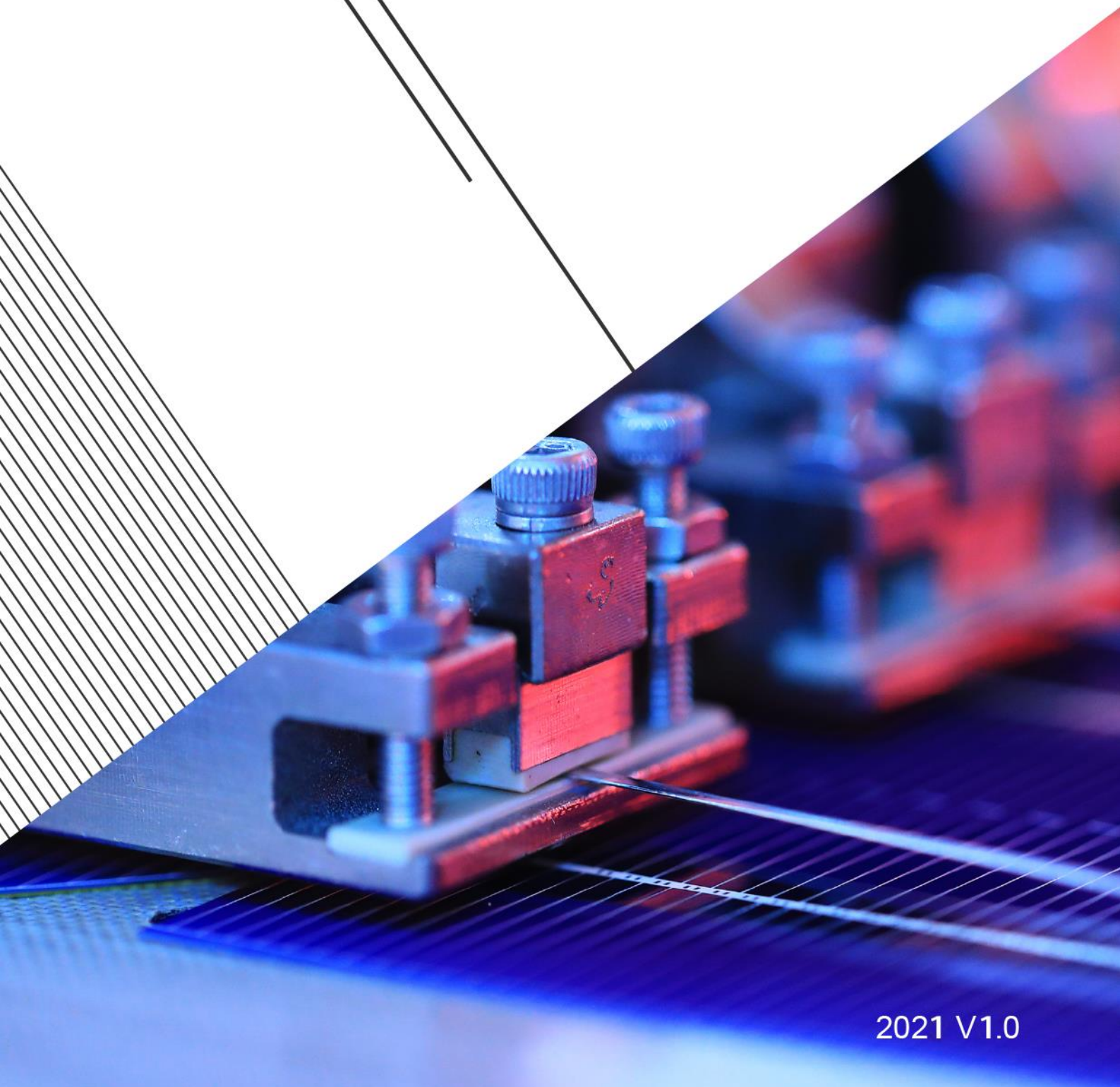


PRODUCT WARRANTY

PERC MONO PHOTOVOLTAIC MODULE



1. Limited Product Warranty – Fifteen Years

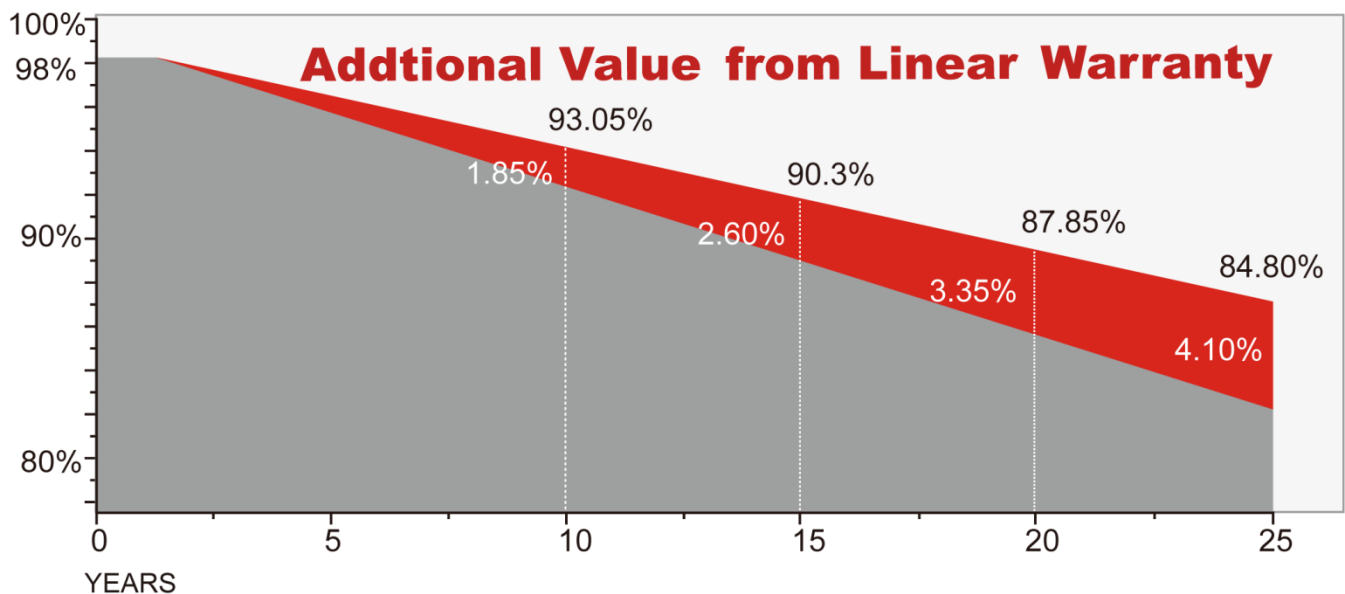
Jiangsu Seraphim Solar System Co., Ltd (SERAPHIM) warrants that for a period of fifteen years commencing on the warranty start date, its photovoltaic solar PERC mono modules (MODULES), including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application, installation, usage and service conditions. This “Limited MODULES Warranty” does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (“Limited Peak Power Warranty”). The Limited MODULES Warranty period starts from the 180th day of the manufacturing date, or from the date of delivery, whichever is earlier.

2. Limited Peak Power Warranty - Twenty-Five Years

SERAPHIM warrants that for a period of twenty-five years commencing on the warranty start date, the loss of power output relating to the initial guaranteed power which is defined as Peak Power Watts Pmax (Wp) plus Peak Power Watts Pmax (Wp) multiplied by the lower limit of the Power Output Tolerance Pmax (%) as specified in the relevant MODULES Data Sheet and measured at Standard Test Conditions (STC^[1]) for the MODULES shall not exceed. The Limited Peak Power Warranty period from the 180th day of the manufacturing date, or from the date of delivery, whichever is earlier.

LINEAR PERFORMANCE WARRANTY

For PERC Monocrystalline MODULES: less than 2.0% in the first year, thereafter less than 0.55% per year, ending with no less than 84.80% in the 25th year after the Warranty Start Date.



3. Obtaining Warranty Performance

(a) Notification

If the CUSTOMER has a justified claim covered by this “Limited Warranties for PV Modules”, an immediate notification directly to SERAPHIM shall be filed by mailing a registered letter in writing to the address of SERAPHIM listed hereunder, or, sending an email letter to the email account of SERAPHIM 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 MODULE(s) have been purchased. The return of any MODULES will not be accepted unless prior written authorization has been given by SERAPHIM.

(b) Performance of Warranty

- (1) Repair. If MODULES fail to conform to the “Limited Product Warranty” and the “Limited Peak Power Warranty”, SERAPHIM will, at its option, repair the MODULES. The CUSTOMER may, at its option, appoint a qualified third-party to repair with SERAPHIM’s written consent. The cost of such repair shall be borne by the SERAPHIM under this Warranty.
- (2) Replace. If MODULES fail to conform to the “Limited Product Warranty” and the “Limited Peak Power Warranty”, SERAPHIM will, at its option, replace the MODULES. The new MODULES shall have the same specifications and output power or higher, or could satisfy the same need.
- (3) Limited Refund. If the MODULES fail to comply with the “Limited Peak Power Warranty”, Seraphim will refund (at its option): (i) the fair market value at the time of claim, of the gap between actual output power and warranted output power; (ii) the remaining value of warranted output power of the remaining Warranty period. Remaining value=fair market value at the time of claim*warranted output power*remaining Warranty period/25years.
- (4) Additional supply. If the MODULES fail to comply with the “Limited Peak Power Warranty”, Seraphim will additionally supply the CUSTOMER the free MODULES to make up the difference between the actual output power and the warranted output power of the defective MODULES.

4. Exclusions and Limitations

- In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.
- The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under this Warranty.
- The “Limited Product Warranty” and the “Limited Peak Power Warranty” do not apply to any MODULES which have been subjected to:
Misuse, abuse, neglect or accident;
Alteration, improper installation or application;
Non-observance of SERAPHIM’s installation and maintenance instructions;
Repair or modifications by someone other than an approved service technician of SERAPHIM;
Power failure surges, lighting, flood, fire, accidental breakage or any other Force Majeure incidents.
- Warranty claims will not be honored if the serial number of the MODULES have been altered, removed or made illegible.
- Unless otherwise agreed by both SERAPHIM and CUSTOMER in the purchase/sales contract, the performance of the Warranty shall not extend the Warranty period of the MODULES again, that is, the Warranty period of the repaired, replaced or additional supplied MODULES shall be the remaining original Warranty period.
- Subject to authorization by Seraphim Customer Service Department, SERAPHIM will reimburse CUSTOMER for reasonable, normal, and documented shipping costs that comply with the Limited MODULES Warranty and the Limited Peak Power Warranty, Includes delivery of returned, repaired, replaced or free MODULES. However, any costs associated with MODULES’ installation, removal or reinstallation, as well as customs clearance costs and transit insurance shall not be included.

5. Limitation of Warranty Scope

These “Limited Warranties for MODULES” as set forth herein are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use (usage), or application, and all other obligations or liabilities on the part of SERAPHIM unless such other obligations or liabilities are expressly agreed to in writing signed and approved by SERAPHIM. SERAPHIM 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 the MODULES, including, without limitation, any defects in the MODULE, or from usage or installation. Under no circumstances shall SERAPHIM be liable for incidental, consequential or special damages, howsoever caused. Loss of usage, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. SERAPHIM’s aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER, for the single unit of MODULES.

If the CUSTOMER has a justified claim covered by this “Limited Warranties for PV Modules”, an immediate notification directly to SERAPHIM shall be filed by mailing a registered letter in writing to the address of SERAPHIM listed hereunder, or, sending an email letter to the email account of SERAPHIM 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 MODULE(s) have been purchased.

6. Severability

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

7. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE, TÜV Rheinland, TÜV SÜD shall be involved to judge the defect(s) finally. All fees and expenses shall be borne by the responsible Party, unless otherwise determined. Other dispute settlement clauses and applicable laws shall be subject to the sales/purchase contract signed by the SERAPHIM and CUSTOMER, but SERAPHIM reserves the right of final interpretation.

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 in your jurisdiction governing the sale of consumer goods, including, without limitation, national laws implementing EC directive 99/44. 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.

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 for PV-

Modules” be extended. Any replaced MODULES shall become the property of SERAPHIM made for their disposal. SERAPHIM has the rights to deliver another type (different in size, color, shape or power) in case SERAPHIM discontinued producing the replaced MODULES at the time of the claim.

9. Warranty Transfer

This warranty is transferable when the MODULES remains installed in its original location at the warranty registration.

10. Force Majeure

SERAPHIM 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 term and condition of sale, including this “Limited Warranty for PV Modules”, due to acts GOD, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar causes or circumstances beyond the reasonable control of SERAPHIM. In such cases, SERAPHIM’s performance of this Limited Warranty shall be suspended without liability for the period of delay reasonable attributable to such causes.

11. Validity

This “Limited Power Warranty for PV Modules” will become null and void if the MODULE is transferred from the original continent of origin (e.g. North America). All customers, direct and indirect, are hereby notified of such potential nullification.

12. Contact

Please contact SERAPHIM customer service department if you have any problem with the MODULES, quality or performance.

Address: 10 Tongshun Road, Henglin Zhen, Wujin District, 213101 Changzhou, China

Tel: +86 519 69699879

Mail: info@seraphim-energy.com

Remarks:

【1】.STC:

“Peak Power at STC” is the power in Watt peak that a PV- module generates in its Maximum Power Point. “STC” are as follows:

(1) light spectrum of AM 1.5,

(2) an irradiation of 1000 W per m²

(3) a cell temperature of 25 degree centigrade at right angle irradiation. The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of SERAPHIM valid at the date of manufacture of the PV-modules.

【2】.PERC mono modules:

This warranty is applicable to the series of PV module as below:

SRP-XXX-6MB, SRP-XXX-6MB-HV, SRP-XXX-6MA, SRP-XXX-6MA-HV;

SRP-XXX-BMB, SRP-XXX-BMB-HV, SRP-XXX-BMA, SRP-XXX-BMA-HV;

SRP-XXX-BMC-HV, SRP-XXX-BMZ-HV, SRP-XXX-BMC, SRP-XXX-BMZ.