




**LIMITED WARRANTY CERTIFICATE FOR  
CNPV BRAND  
CRYSTALLINE SOLAR PHOTOVOLTAIC MODULE**

REVISIONS					CNPV Dongying Photovoltaic Power Company Limited, PR China	
REV	ECO / NPA	DESCRIPTION OF CHANGE	CHK'D/DATE	APP'D/DATE	TITLE:	
A	08-2008	Release to Market for 72cell SPV Module with 125x125mm Mono crystalline and 60cell SPV Module with 156x156mm Mono and Poly Crystalline	Jane Liu 21st Aug 2008	Chaudary 21 <sup>st</sup> Aug 2008	<b>LIMITED WARRANTY CERTIFICATE FOR CNPV BRAND CRYSTALLINE SOLAR PHOTOVOLTAIC MODULE</b>	
B	06-2009	Workmanship warranty extended to 10years	Jane Liu 21 <sup>st</sup> June 2009	Chaudary 21 <sup>st</sup> June 2009	SPECIFICATION NO: <b>CNPV-PS-M-S0011</b>	PART NO: <b>N/A</b>
					SPEC DRAWN BY <b>Chaudary</b>	REV: <b>B</b>
					SHEET      1      OF      1	


		<b>TECHINICAL SPECIFICATION</b>	
<b>TITLE:</b> LIMITED WARRANTY CERTIFICATE FOR CNPV BRAND CRYSTALLINE SOLAR PHOTOVOLTAIC MODULE	<b>SPEC. NO.:</b>		<b>CNPV-PS-M-S0011</b>
	<b>REVISION:</b>		<b>B</b>
	<b>EFFECTIVE DATE:</b>		<b>June 2009</b>
<b>AUTHOR(S):</b>	<b>B Veerraju Chaudary</b>		<b>Page 1 of 3</b>

CNPV Dongying Photovoltaic Power company Limited (hereafter is simplified as “CNPV”) warrants to the Final Customer of Buyer that this CNPV brand product as

- 72cell Module made with 125×125mm Monocrystalline Solar cells** models consisting of CNPV-160M, CNPV-165M, CNPV-170M, CNPV-175M, CNPV-180M& CNPV-185M
- 72cell Module made with 125×125mm Polycrystalline Solar cells** models consisting of CNPV-155P, CNPV-160P, CNPV-165P, CNPV-170P, CNPV-175P& CNPV-180P
- 36cell Module made with 125×125mm Monocrystalline Solar cells** models consisting of CNPV-75M, CNPV-80M, CNPV-85M, CNPV-90M & CNPV-95M
- 36cell Module made with 125×125mm Polycrystalline Solar cells** models consisting of CNPV-70P, CNPV-75P, CNPV-80P, CNPV-85P& CNPV-90M
- 72cell Module made with 156×156mm Monocrystalline Solar cells** models consisting of CNPV-260M, CNPV-270M, CNPV-280M, CNPV-290M& CNPV-300M
- 72cell Module made with 156×156mm Polycrystalline Solar cells** models consisting of CNPV-250P, CNPV-260P, CNPV-270P, CNPV-280P& CNPV-290P
- 60cell Module made with 156×156mm Monocrystalline Solar cells** models consisting of CNPV-200M, CNPV-210M, CNPV-220M, CNPV-230M, CNPV-240M& CNPV-250M
- 60cell Module made with 156×156mm Polycrystalline Solar cells** models consisting of CNPV-190P, CNPV-200P, CNPV-210P, CNPV-220P, CNPV-230P& CNPV-240P
- 36cell Module made with 156×156mm Monocrystalline Solar cells** models consisting of CNPV-120M, CNPV-125M, CNPV-130M, CNPV-135M, CNPV-140M& CNPV-145M
- 36cell Module made with 156×156mm Polycrystalline Solar cells** models consisting of CNPV-115P, CNPV-120P, CNPV-125P, CNPV-130P, CNPV-135P& CNPV-140P

(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 CNPV.

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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 CNPV 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 CNPV.

The warranties described herein shall be sole and exclusive warranties granted by CNPV 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 CNPV 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 CNPV 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 CNPV or authorized service providers. Nor shall CNPV be liable or in any way responsible for any incidental or consequential economic or property damage. CNPV'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. The loss of profit due to defects in the materials shall be covered by the CNPV if it is proven in the 3<sup>rd</sup> party independent lab as started in the below.

**Warranty period for this product:** The warranty period for material defects and workmanship is 10 years from the date of delivery. The warranty period with respect to power output continues for a total of 25 years from date of delivery, the first 12 years at 90% of the power output as specified in CNPV's Product Specification, provided that such loss in power is determined by CNPV(at its sole and absolute discretion ) to be due to defects in material or workmanship at STC and the balance of 13 years at 80% of the power output as specified in CNPV's Product Specification, provided that such loss in power is determined by CNPV (at its sole and absolute discretion ) to be due to defects in material or workmanship at STC.

**Additional Item(s) Excluded from Warranty Coverage:** Warranty coverage does not apply when:

- The Product is improperly installed or abused or misused
- 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),
- The components in the construction based on which the module is mounted are defective
- External corrosion, mold discoloration or the like occurs
- 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 CNPV reasonable control (including but not limited to damage by fire, flood, etc.)
- Death or injury to persons resulting from any cause other than negligence of CNPV, its employees or representatives; and
- 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.

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**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 CNPV made for their disposal. CNPV has the right to deliver another type (different in size, color, shape and/or power) in case CNPV discontinue producing the replaced SPV MODULES at the time of the claim.

**Force Majeure:** CNPV 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 CNPV 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 CNPV. If the purchaser ship the Product, be sure it is insured and packaged securely, CNPV 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 CNPV. 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.