



## **Limited Warranty for PV Modules**

For the standard solar module types, sunrise shall WARRANTY its Photovoltaic Solar Modules (MODULES)'s performance starting from the date of sale (SALES DATE) to the first customer installing (for their own use) the MODULES (CUSTOMER) or starting at the latest 12 months after module dispatch from the sunrise factory, whichever occurs earlier, (the WARRANTY START DATE)

### **1. Limited Product Warranty – Five Years Repair, Replacement or Refund Remedy**

Sunrise Solartech Co., Ltd. (sunrise ) warrants its Photovoltaic Solar Modules (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. If MODULES

fail to conform to this warranty, during the period of Sixty (60) months from the WARRANTY START DATE, sunrise will, at its option, either repair or replace the product, or refund the then current market price of the MODULES. The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the period set forth herein. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (“Limited Peak Power Warranty”).

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

5 years

If, for a period of Five ( 5 ) years from the Warranty Start Date, any MODULE(s) exhibits a power output less than 95 % of the nominal power as set out in sunrise's product datasheet, provided that such loss in power is determined by sunrise ( at its sole and absolute discretion ) to be due to defects in material or workmanship, sunrise will, at its sole option, either (1) replace such loss in power by either, at sunrise'S sole option, (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) or (2) refund the percentage of the cost of the MODULE (as measured by the then current market price of the MODULE) to the CUSTOMER representing the percentage of the power output less than 95% of the nominal power as set out as specified in sunrise's product datasheet.

10 years

If, for a period of Ten ( 10 ) years from the Warranty Start Date, any MODULE(s) exhibits a power output less than 90 % of the nominal power as set out in sunrise's product datasheet, provided that such loss in power is determined by sunrise ( at its sole and absolute discretion ) to be due to

defects in material or workmanship, sunrise POWER will, at its sole option, either (1) replace such loss in power by either, at sunrise 'S sole option, (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) or (2) refund the percentage of the cost of the MODULE (as measured by the then current market price of the MODULE) to the CUSTOMER representing the percentage of the power output less than 90% of the nominal power as set out as specified in sunrise 's product datasheet.

18 years

If, for a period of Eighteen (18 ) years from the Warranty Start Date, any MODULE(s) exhibits a power output less than 85 % of the nominal power as set out in sunrise POWER's product datasheet, provided that such loss in power is determined by sunrise ( at its sole and absolute discretion ) to be due to defects in material or workmanship, sunrise will, at its sole option, either (1) replace such loss in power by either, at sunrise POWER'S sole option, (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) or (2) refund the percentage of the cost of the MODULE (as measured by the then current market price of the MODULE) to the CUSTOMER representing the percentage of the power output less than 85% of the nominal power as set out as specified in sunrise's product datasheet.

25 years

If, for a period of Twenty-five (25) years from the Warranty Start Date,, any MODULE(s) exhibits a power output less than 80% of the nominal power as set out "in sunrise's product datasheet, provided that such loss in power is determined by sunrise (at its sole and absolute discretion ) to be due to defects in material or workmanship, sunrise will, at its sole option, either (1) replace such loss in power by either, at sunrise'S sole option, (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) or (2) refund the percentage of the cost of the MODULE (as measured by the then current market price of the MODULE) to the CUSTOMER representing the percentage of the power output less than 80% of the nominal power as set out as specified in sunrise POWER's product datasheet.

### **3. Exclusions and Limitations**

(1) In any event, all warranty claims must be received within the applicable warranty period for this

warranty to be effective.

(2) The "Warranties" do not apply to any MODULES which have been subjected to:

Misuse, abuse, neglect or accident;

Alteration, improper installation or application;

Non-observance of sunrise POWER' s installation and maintenance instructions;

Repair or modifications by someone other than an approved service technician of sunrise ;

Power failure surges, lightning, flood, fire, accidental breakage or other events outside sunrise ' s control.

(3) "Warranties" do not cover any costs associated with installation, removal or re-installation of

the PV-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.

(4) Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed or made illegible.

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

These “Limited Warranties for PV 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, or application, and all other obligations or liabilities on the part of sunrise POWER, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by sunrise POWER. sunrise POWER 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 use or installation. Under no circumstances shall sunrise POWER be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. sunrise POWER' 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 MODULE.

#### **5. Obtaining Warranty Performance**

If the CUSTOMER has a justified claim covered by this “Limited Warranties for PV Modules”, an immediate notification directly to sunrise shall be filed by mailing a registered letter in writing to the address of sunrise listed hereunder, or, sending an email letter to the email account of sunrise 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. A invoice with clear indication of the purchase date, purchase price, module type, stamp or signature of sunrise or its distributors should also be submitted as part of the evidence.

The return of any PV-modules will not be accepted unless prior written authorization has been given by sunrise. Sunrise 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 sunrise customer service department.

#### **6. Severability**

If a part, provision or clause of this “Limited Warranty for PV 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 PV Modules”, and to this end such other parts, provisions, clauses or applications of this “Limited Warranty for PV 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 in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or ASU Arizona State University shall be involved 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 sunrise.

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

## **9. Warranty Transfer**

This warranty is transferable when the product remains installed in its original installation location.

## **10. Force Majeure**

sunrise POWER 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 for PV Modules", 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 such sunrise. In such cases, performance by sunrise of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

## **11. Validity**

This "Limited Warranty for PV Modules" is valid for all MODULES dispatched from sunrise 's factories between 1st January 2010 and 31st December 2010.

"Nominal Power in Datasheet" is the power in Watt peak that a PV-module generates in its Maximum Power Point under STC condition. "STC" are as follows:

(a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per m<sup>2</sup> and (c) a cell temperature of 25 degrees 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 sunrise valid at the date of manufacture of the PV-modules