

Limited Warranty for PV Modules

Subject to the conditions, exclusions and limitations set forth below, Vietnam Sunergy Joint Stock Company ("VSUN") hereby grants the following Limited Warranty for PV Modules (collectively, the "Limited Warranty") to the initial customer (the "Customer" as agreed in the sales Contract for the Solar Modules).

1. 12-Year Limited Product Warranty

VSUN warrants the Product(s) to be free from defects (defined in IEC61215/UL61215) in materials or workmanship which affects the normal installation or utilization of the Products for a period of twelve (12) years from the Warranty Start Date (as defined below). Defects do not include changes in appearance or normal wear and tear of the Products after the Modules is installed. Claims under this warranty will be honored only if the Customer can provide the proof that said defects result exclusively from defects in materials and workmanship during the twelve-year period of this warranty under normal application, use, installation and service conditions specified in VSUN's installation manual.

This Limited Warranty does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter ("Limited Power Output Warranty").

The remedies set forth in Clause 6 are the sole and exclusive remedies provided under the Limited Warranty. Customers shall notify VSUN or its authorized distributors in writing within 30 business days after the date when the malfunction or defects covered under this warranty have been found.

Note: The 12 Year Limited Product Warranty for materials and workmanship only covers types of materials supplied by VSUN, and does not include types of material provided by customers.

2. Limited Power Output Warranty

- A. Under normal application, use, installation and service condition as specified in VSUN's installation manual, VSUN warrants that within a period of twenty-five years (25) or thirty years (30) after the Warranty Start Date, the actual power output of the Product(s) shall decline no more than:
- 1) For mono-facial monocrystalline modules with 166mm, 182mm and 210mm PERC solar cells:
 - i. 2.0% in the first year
 - ii. 0.45% each year thereafter until the date which is twenty-five years (25), and ending with 87.2% in the 25th year.
 - 2) For bifacial double-glass monocrystalline modules with 166mm, 182mm and 210mm PERC solar cells:
 - i. 2.0% in the first year
 - ii. 0.45% each year thereafter until the date which is thirty years (30), and ending with 84.95% in the 30th year.
 - 3) For transparent backsheets bifacial monocrystalline modules with 166mm, 182mm and 210mm PERC solar cells:
 - i. 2.0% in the first year
 - ii. 0.45% each year thereafter until the date which is thirty years (30), and ending with 84.95% in the 30th year.
 - 4) For monocrystalline modules with 182mm and 210mm N-Topcon solar cells:
 - i. 1.0% in the first year
 - ii. 0.4% each year thereafter until the date which is thirty years (30), and ending with 87.40% in the 30th year.
- B. The actual power output of a Product shall be tested at Standard Test Conditions (STC) by an accredited third party recognized by both VSUN and the Customer. The measurement uncertainty should be taken into consideration as $\pm 3\%$.
- C. The remedies set forth in Clause 6 are the sole and exclusive remedies provided under the Limited

Warranty. Customers shall notify VSUN or its authorized distributors in writing within 30 business days after the date when the malfunction or defects covered under this warranty have been found.

3. Warranty Start Date

The Warranty Start Date shall be defined as the date of that one hundred and eighty (180) days after the modules are shipped out of the production plant or the date of delivery by VSUN to the Customer, whichever date is earlier.

4. Not Independent Warranties

The Customer has the right to pursue claims under each of the warranties set forth above; provided, however, that if claims arise under multiple limited warranties from a single incident, then if VSUN remedies such incidents as set forth above, VSUN shall be deemed to have resolved all applicable warranty claims arising from such incident.

5. Exclusions and Limitations

- A. Warranty claims shall be filed in writing to VSUN or its authorized distributors within the applicable warranting period, without exception.
- B. The Limited Warranty does not apply to Product(s) which have been subjected to:
 - 1) Full and final payment has not been received by VSUN; or
 - 2) Alteration, repair or modification without the prior express written consent of VSUN Solar.
 - 3) Removal of Product(s) and reinstallation at a new site.
 - 4) Non-observance of VSUN's Installation and User Manual. Particularly during the installation and maintenance, the Products are subject to violent collision and trample by the operator, and the Products are collided, scratched or squeezed.
 - 5) Misuse, abuse, neglect, or accident during transportation, storage, handling, installation, or application.
 - 6) Power failure, electrical surges, lightning, flood, fire, vandalism, theft, tampering, accidental breakage, mold discoloration, or other unforeseen events beyond VSUN's control, including, without limitation, any technological, regulatory, physical event or other condition that is not reasonably known or understood at the time of purchase of the affected Products.
 - 7) Installation on mobile platforms or in a marine environment; direct contact with corrosive agents or salt water; pest damage; or malfunctioning PV system components and other operating conditions, which are expressly not allowed in the Installation and User Manual.
 - 8) Alteration, removal or obliteration of the original Product label.
 - 9) If the modules are used in high-temperature and high-humidity environment beyond definitions in this warranty.
- C. Warranty claim will not be honored if the type or serial number laminated behind the glass of the module(s) has been altered, removed or made illegible.

6. Repair, Replacement or Refund Remedy

- A. If a Product, under normal application, use and service conditions, fails to conform to the 12 Year Limited Product Warranty during this twelve-year period, as Customer's sole and exclusive remedy under this Limited Warranty, VSUN will, in its sole discretion, either, with regard to the applicable Products:
 - 1) Refund a fair market value of the Product(s) assessed based on the warranted power output wattage at the time of the claim,
 - 2) Repair the defective Product(s) at no charge; or replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge.
- B. If a Product fails to conform to the Limited Power Output Warranty during the warranty period and if such decrease in power is due to defects in materials or workmanship under normal application, use and service

conditions, as Customer's sole and exclusive remedy under this Limited Warranty, VSUN will, at its sole discretion, either, with regard to the applicable Products:

- 1) Repair the defective Product(s) at no charge; or replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge;
- 2) Provide Customer with additional Products to make up for such decrease in output wattage, provided that, it is possible for the Customer to mount such additional Products; or
- 3) Refund the decrease in the module output wattage at a negotiated price based on the contract.

In the event that VSUN opts for option A 2) or B 1) or B 2), VSUN will cover reasonable transportation, insurance and customer clearance costs (except for air freight, demurrages, duties or cost occurred due to Customer's failure to cooperate) for shipping the Products under a claim back from the Buyer to a designated location of VSUN, and for shipping the additional remanufactured or replacement Products to the original installation location. If VSUN opts for repair as the remedy, VSUN shall cover reasonable material and labor costs related to the repair. In any event, the costs and expenses for the removal, installation, and/or reinstallation of the Products, including fees, levies, taxes or other financial duties due in relation to any applicable electronic waste disposal regulation, shall remain with the Customer, unless otherwise agreed to by VSUN in a signed writing. VSUN will not pay any cost of any fees, levies, taxes or other financial duties imposed on the remedies or the Products subject to such remedies, that are due to regulatory, government or judicial decisions not existing at the time of purchase of the affected Products.

Special Note:

1. Any additional Product(s) supplied, and any Product(s) repaired or replaced by VSUN under a warranty claim shall be covered by the same Limited Warranties and terms as the original Product(s) that were the subject of the claim; no warranty periods or terms shall be extended because of a warranty claim or remedy unless otherwise stated in the contract. VSUN shall make commercially reasonable efforts to replace defective Products with new or refurbished Products of the same or similar size and aesthetics but reserves the right to deliver another Product type in the event that VSUN has discontinued production of the Product type that is the subject of the warranty claim, provided that such other Product type is compatible with the Customer's PV System. Replaced Products and parts shall become the property of VSUN.
2. Unless instructed by Supplier or required by law, the Customer shall dispose of out-of-use module (s) in accordance with applicable regulations on electronic waste treatment and disposal at its own cost. If VSUN decides or is required by law to retrieve these defective modules, the ownership of the relevant module(s) belong to VSUN.

7. Limitation of Warranty Scope

This Limited Warranties 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 VSUN, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by VSUN. VSUN 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 Product(s), including, without limitation from use or installation. Under no circumstances shall VSUN be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are therefore specifically but without limitation excluded. VSUN's aggregate liability, if any, in damages or otherwise, shall not exceed the paid purchase price of the Product(s) which is the subject of claim or dispute. FOR SALES TO U.S. ONLY: SOME STATES IN THE U.S. DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES BY STATE LAW. SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

8. Transferability

This warranty is extended to the original end-user purchaser, and is transferable to any subsequent owner of the location or subsequent holder of the product so long as Product(s) remain at their original installation location upon satisfactory proof of succession or assignment.

9. Obtaining Warranty Performance

- A. In order to obtain a warranty service under the Limited Warranty, the Customer should promptly notify VSUN regional customer service center. Together with the notification, the Customer should enclose the evidence of the claim, such as the description of the defect, the complete serial number, the picture of the bar code, a copy of commercial invoice and the delivery date of the Product(s), other supplementary information required by VSUN. In the event the Customer fails to notify VSUN and provide the relevant information of 2-C as described above within the time required by VSUN, VSUN is entitled to refuse to process the relevant claim demand without any liability until the Customer has provided the relevant information as required by VSUN.
- B. Should the Product(s) be returned for inspection, repair or replacement by VSUN, VSUN will issue a Return Merchandise Authorization (RMA) to the Customer. VSUN will not accept any return of the Product(s) without a RMA. In the event the Customer returns the Solar Modules without written agreement of VSUN, the risks (including but not limited to damage and loss of the Solar Modules) and expenses related to the Solar Modules shall be borne by the Customer.
- C. VSUN is entitled to decide whether to send a representative to investigate the alleged claims on site and related cost and expenses shall be borne by VSUN. In the event that VSUN decides to send a representative to the product installation site for verification, the customer shall actively cooperate for such investigation. If the customer refuses VSUN to enter the site for investigation without a proper and appropriate reason, VSUN has the right to extend the claim process until necessary evidence is provided.
- D. If VSUN or an accredited third-party body determines that the Product is not defective or that a performance deficit is not covered under this warranty, VSUN will return the Product to the Customer at Customer's expense and will have no further obligation for the repair, replacement, or refund. In such case, the Customer shall bear all fees and expenses related to the test unless otherwise stated. If the test results determines that the existence of module failure and the cause of such failure lies with VSUN, then the reasonable and direct and documented costs incurred due to such test can be passed on to VSUN, including shipping freight, transportation insurance, and laboratory testing costs, etc.

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Definitions:

High temperature and high humidity area	1. Annual average temperature >23°C, Monthly minimum temperature >18°C; 2. Annual average RH>70%, Monthly minimum average RH>60%
Actual power output	1. Actual power output refers to the power measured at STC
Standard Test Conditions (STC)	1. Solar spectrum of AM1.5, @ irradiance of 1,000 W/m ² and temperature of 25°C±2°C 2. The measurement procedure follows standard IEC61215