



Limited Warranty for Amerisolar PLATINUM PV Module(s) 2012

1. Twelve (12) Year Limited Product Warranty

Worldwide Energy and Manufacturing USA Co., Limited (hereafter is referred to as “Amerisolar”) warrants its PLATINUM Photovoltaic Module(s) (PV Modules), including factory-assembled DC connectors and cables, if any, to be free from defects and/or failure specified for a period not exceeding twelve (12) years from the date of sale as shown in the Proof of purchase to the Buyer.

The Product Warranty for PV Modules(s) covers (Applicable under normal application, installation, use and service conditions):

- 1) Failure due to defective manufacturing:
 - Failure due to oxygenation/distortion of aluminum frame;
 - Cracking of the front glass surface due to foreign objects inside the glass;
Note: This warranty shall not apply to cracking of glass caused by external shock from flying objects or by external stress.
- 2) Failure due to defective materials:
 - Failure due to defective or malfunction of the junction factory-assembled cables and male/female connector;
- 3) Non-conformity to specifications due to faulty production and/or inspection processes.

If PLATINUM PV Module(s) fails to conform to this warranty, Amerisolar will repair or replace the PV Module(s), at Amerisolar’s sole option.

The remedies set forth in this Clause 1 shall be the sole and exclusive remedies provided under the “Limited Product Warranty”.

This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under Clause 2 hereinafter (“Guaranteed Peak Power Limited Warranty”).

2. Guaranteed Peak Power Limited Warranty

A. 1 Year:

Amerisolar further warrants that if, within one (1) year after the Warranty Start Date, any PLATINUM Module exhibits a power output less than 98% of the nominal power output for that PLATINUM Module as specified on its original product label, and if such decrease in power below the 98% Threshold is due to defects in materials or workmanship under normal application, use and service conditions, Amerisolar will remedy such decrease in power by, at its reasonable option, either (a) replacing or repairing the defective PLATINUM Module, (b) providing Customer with additional PLATINUM Module(s) to make up for such decrease in power so that the power output equals or exceeds the 98% Threshold, provided, it is possible for the Customer to mount such additional PLATINUM Module(s).

B. 12 Years:

Amerisolar further warrants that if, within twelve (12) years after the Warranty Start Date, any PLATINUM Module exhibits a power output less than 91.60% of the nominal power output for that PLATINUM Module as specified on its original product label, and if such decrease in power is due to defects in materials or workmanship under normal application, use and service conditions, Amerisolar will remedy such decrease in power by, at its reasonable option, either (a) replacing or repairing the defective PLATINUM Module, (b) providing Customer with additional PLATINUM Module(s) to make up for such decrease in power so that the power output equals or exceeds the 91.60% Threshold, provided, it is possible for the Customer to mount such additional PLATINUM Module(s).

C. 30 Years:

Amerisolar further warrants that if, within thirty (30) years after the Warranty Start Date, any PLATINUM Module exhibits a power output less than 82% of the nominal power output for that PLATINUM Module as specified on its original product label (the "82% Threshold"), and if such decrease in power below the 82% Threshold is determined by Amerisolar to be due to defects in materials or workmanship under normal application, use and service conditions, Amerisolar will remedy such decrease in power by, at its reasonable option, either (a) replacing or repairing the defective PLATINUM Module, (b) providing Customer with additional PLATINUM



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Module(s) to make up for such decrease in power so that the power output equals or exceeds the 82% Threshold, provided, it is possible for the Customer to mount such additional PLATINUM Module(s).

D. For purposes of determining PLATINUM Module power output, measurements shall be based on, or normalized to, standard test conditions of 1000W/m² irradiance, 25°C cell temperature, and AM 1.5 light spectrum. Measurements shall be made in accordance with IEC 60904, and shall account for measurement system error in accordance with EN 50380.

The remedies set forth in this Clause 2 shall be the sole and exclusive remedies provided under the “Guaranteed Peak Power Limited Warranty”.

3. Exclusions and Limitations

All warranty claims must, in any event, be filed within the applicable warranty period.

The “Limited Product Warranties” and the “Guaranteed peak power Limited Warranties” do not apply when:

- 1) The product is improperly installed;
- 2) Defective components in the construction on which the module is mounted;
- 3) The product is subjected to inappropriate handling, including handling during transportation or storage;
- 4) The product is installed in a mobile or marine environment, subjected to improper voltage or power surges, or subjected to abnormal environmental conditions (such as acid rain, salt damage or other pollution);
- 5) Inappropriate maintenance, including maintenance by an unauthorized service technician or non-conformance with Amerisolar’s user manual, is performed on the module;
- 6) The product is subject to external accidents such as fire, explosion, and civil disorder;
- 7) The Product’s type, labels, nameplate or module serial number is changed, erased or made illegible;
- 8) Other unforeseen circumstances or causes outside Amerisolar’s control including, but not limited to, surges, lightning, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunami snow damage, etc.

The “Limited Product Warranties” and “Guaranteed peak Power Limited Warranty” cover only the transportation cost for reshipment of any repaired or replaced PV Modules(s) to the place of installation, and do not cover any transportation charges for the return of PV Module(s) to Amerisolar, customs clearance or any other costs related to installation, removal, or reinstallation of the PV Module(s).

Warranty claims will be honored only if the product can be identified as being manufactured by Amerisolar, as indicated by product label, serial number, etc.

4. Limitation of Warranty Scope

Amerisolar shall not be liable for any incidental, indirect, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded. Amerisolar’s aggregate liability, if any, in damages or otherwise, shall not exceed the purchase value of the PV Module(s) as paid by the Buyer.

5. Obtaining Warranty Performance

This “Limited Warranties for PLATINUM PV Module(s)” are applicable only to Buyer who has purchased the PV Module(s) directly from Amerisolar.

- 1) An immediate notification shall be filed directly to Amerisolar. Together with the notification, the Buyer should provide a description of the claim, the corresponding module serial number(s), and Proof of Purchase such as a commercial invoice.
- 2) The return of any PV Module(s) will not be accepted unless prior written authorization has been given by Amerisolar.
- 3) Any replaced Modules shall become the property of Amerisolar. Amerisolar shall have the right to deliver another type of PV Module(s) (different in size, color, shape and/or power) in case production has been discontinued at the time of the claim. The repair or replacement of the PV Module(s) or the delivery with additional PV Module(s) does not cause the beginning of new warranty terms, nor shall the original terms of the “Limited Product Warranties” and the “Guaranteed Peak Power Limited Warranty” be extended.
- 4) This warranty is transferable when product remains installed in the original location.
- 5) Buyer shall notify Amerisolar immediately after discovery of any claim under this Limited Warranty by letter, facsimile or e-mail specifying each alleged claim including evidence of the claims (photos of defective modules and QC stamps) and the serial numbers of the Product(s) at issue.

6. Disputes

In case of any discrepancy in a warranty-claim, a test-institute such as Fraunhofer ISE in Freiburg/Germany, TÜV Rheinland in Cologne / Germany, or ASU Arizona State University shall be involved for final judgment. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

7. Validity

This limited warranty for PLATINUM PV Module(s) shall be from June 1, 2012 and shall apply to all PLATINUM PV Module(s) sold to the Buyer after this date. This shall be valid until an updated revision is issued.