

Limited Warranty for PV Modules

February 2012

A. Limited Product Warranty

UPSOLAR GROUP CO., LIMITED and its subsidiaries and affiliates: UPSOLAR EUROPE SAS, UPSOLAR AMERICA INC., UPSOLAR SYSTEM ITALIA S.R.L, UK UPSOLAR CO., LIMITED, and UPSOLAR JAPAN K.K warrants Upsolar Photovoltaic 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 ending ten (10) years from the date of sale as shown in the invoice to the first customer of the Upsolar product (CUSTOMER), UPSOLAR will, at its option, either repair or replace the product, or refund the purchase price as paid by the CUSTOMER. 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 ten (10) year period set forth herein. This "Limited Product Warranty" does not warrant a specific power output, which shall be exclusively covered under clause B hereinafter ("Limited Peak Power Warranty").

B. Limited Peak Power Warranty - Limited Remedy

Years 1 to 3:

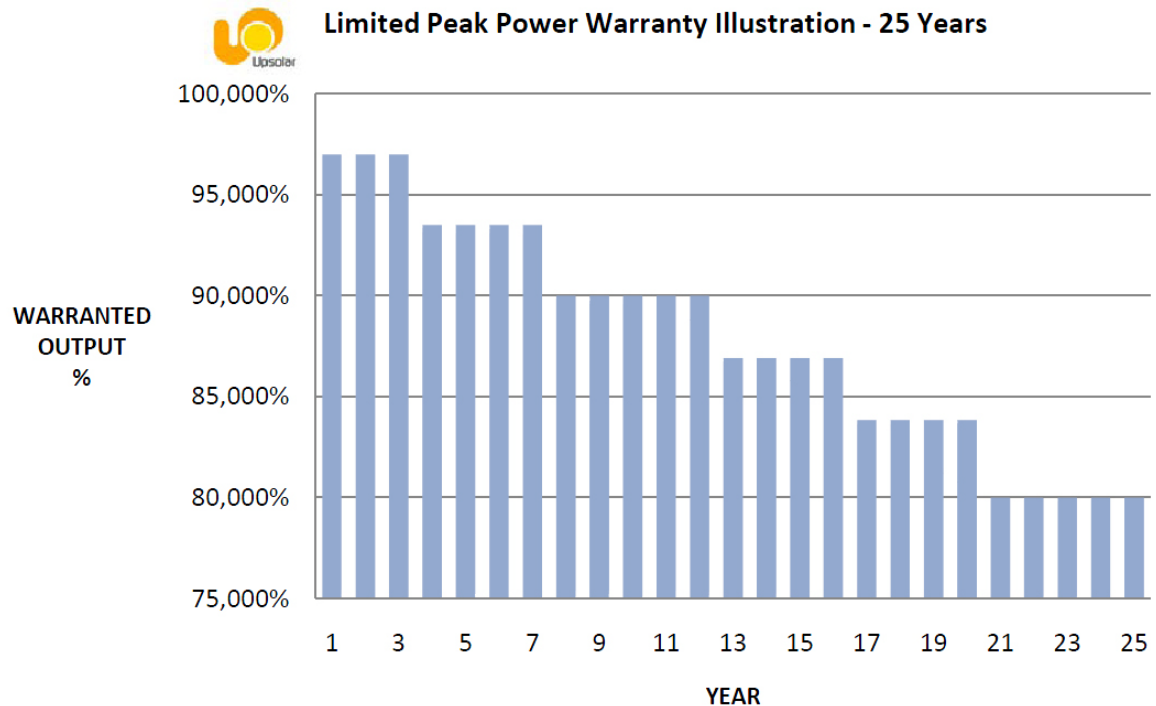
If within a period of three (3) years from the date shown in the invoice to the CUSTOMER, any MODULE(s) exhibits a power output less than 97% of the minimum "Peak Power at STC (Standard Test Conditions)" as specified at the date of invoice on the corresponding power output on its label provided that such loss in power is witnessed, proven and agreed by the parties to be due to defects in material or workmanship, UPSOLAR will at its sole option, either

- 1) repair the defective MODULE(s);
- 2) replace such loss in power by replacing the defective MODULE(s); or
- 3) refund the CUSTOMER the percentage of the corresponding loss at the historical purchasing cost of the defective MODULE(s) pro rata temporis on the basis of a 25 year lifespan at the option of UPSOLAR.

Years 4 - 25:

See the yearly levels of guaranteed peak power output below:

Years	YPm in %		
Years 4 to 7	93.50	%	...of the minimum "Peak Power at STC" as specified at the date of invoice on the corresponding power output on its label, provided that such loss in power is determined by UPSOLAR to be due to defects in material or workmanship, UPSOLAR will at its sole option, either (a) provide additional MODULES to the CUSTOMER to make up for such loss in power, (b) refund the CUSTOMER the percentage of the corresponding loss at the historical purchasing cost of the defective MODULE(s) pro rata temporis on a basis of a 25 year lifespan (c) replace such loss in power by replacing the defective MODULE(s) at the option of UPSOLAR.
Years 8 to 12	90.00	%	
Years 13 to 16	86.92	%	
Years 17 to 20	83.85	%	
Years 21 to 25	80.00	%	



C. Exclusions and Limitations

- 1) In any event, all warranty claims must be filed within the applicable warranty period, and the CUSTOMER must have timely completed and submitted to UPSOLAR the warranty registration.
- 2) The “Limited Product Warranty” and the “Limited Peak Power Warranty” (LIMITED 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 UPSOLAR’s installation and maintenance instructions;
 - Repair or modifications by someone other than an approved service technician;
 - Power failure surges, lightning, flood, fire, accidental breakage or other events outside UPSOLAR’s control.
- 3) The LIMITED WARRANTIES do not cover any transportation charge, customs clearance or any other costs for return of the MODULES to UPSOLAR, or for reshipment by UPSOLAR of any repaired or replaced MODULES (except in the case of repaired or replaced MODULES subject to a valid claim under the Limited Product Warranty), or any costs associated with installation, removal or reinstallation 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.

D. Limitation of Warranty Scope

To qualify for warranty coverage, UPSOLAR must be notified by the CUSTOMER of any defective MODULES within 10 days after CUSTOMER learns of such defect. Such notice shall provide UPSOLAR with available information on the nature of the defect and shall state the date code and/or serial number of the MODULE and other relevant facts known to CUSTOMER, all as a condition to UPSOLAR’s obligation under the LIMITED WARRANTIES. The LIMITED WARRANTIES apply to MODULES sold by UPSOLAR globally. There are, however, market-



specific limitations to MODULE sales within a specific market (TERRITORY), and which are installed by the CUSTOMER in the same TERRITORY, and UPSOLAR shall have no obligations under the LIMITED WARRANTIES or otherwise with respect to any MODULES sold or installed outside the TERRITORY in which the MODULES were originally sold. UPSOLAR reserves the right to demand the return of any MODULE claimed to be defective in order to evaluate the cause of the defect as a further condition to UPSOLAR's warranty liability. UPSOLAR shall not be liable under the "Limited Warranty for PV Modules" for any defective MODULE as to which the alleged defect arises out of UPSOLAR's compliance with any request, instruction, design change, drawing or specification furnished or imposed by CUSTOMER or any other person or company, or as to which the serial number or date code has been removed, altered, obliterated, defaced or rendered illegible. UPSOLAR shall not be liable for any damage to MODULES occurring in shipping or in storage, or for any damage caused by abuse, mishandling, improper installation (e.g., an installation that does not comply with the installation guidelines for the MODULES provided by UPSOLAR and/or that is not installed by a qualified professional licensed solar installer), misuse, unauthorized repair or modification, or failure of any system in which the MODULES are installed or integrated, or with which they are used. UPSOLAR shall have no responsibility or liability whatsoever, whether under the LIMITED WARRANTIES or otherwise, 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 MODULES, or from use or installation. UPSOLAR's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice price paid by the CUSTOMER, for the single unit of MODULE.

E. Obtaining Warranty Coverage

If the CUSTOMER believes it has a justified claim covered by the LIMITED WARRANTIES, immediate written notice shall be given directly to UPSOLAR by mailing a registered/certified letter in writing to UPSOLAR at: Silver Centre 19F, 1388 North Shaanxi Rd. Shanghai, China, 200060. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and a copy of the invoice on which the MODULES have been purchased.

The return of any MODULES will not be accepted unless prior written authorization has been given by UPSOLAR.

F. 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.

G. Disputes

In case of any discrepancy in a warranty claim as to the validity of a claimed defect, a nationally recognized testing lab (NRTL) selected by UPSOLAR shall be used to judge the claim finally. All fees and expenses of the NRTL shall be borne by the losing party, unless otherwise awarded. The final explanation right shall be borne by UPSOLAR.

FOR SALES TO U.S. CUSTOMERS ONLY:

THIS "LIMITED WARRANTY FOR PV MODULES" GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS BY STATE LAW THAT VARY FROM STATE TO STATE.

H. 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 the LIMITED WARRANTIES be extended. Any replaced MODULES shall become the property of UPSOLAR for their disposal. UPSOLAR has the right to deliver another type of MODULE (different in size, color, shape and/or power) in the event UPSOLAR discontinued producing the replaced MODULES at the time of the



claim. The CUSTOMER is responsible for the cost and expenses of delivering the product to UPSOLAR (or its designee), including but not limited to postage and other shipping or delivery charges. UPSOLAR will only be responsible for cost of delivery of the repaired or replaced MODULES to CUSTOMER at a location in the Territory the sale occurred if the MODULES were originally shipped to such location by UPSOLAR or the distributor who purchased the MODULES from UPSOLAR and sold them to CUSTOMER.

I. Warranty Transfer

This warranty is transferable only when the MODULE remains installed in its original location specified in the warranty registration.

J. Force Majeure

UPSOLAR 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 obligations hereunder, including the LIMITED WARRANTIES, due to act of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, earthquake, volcano, flood, or any other similar cause or circumstance beyond the reasonable control of UPSOLAR. In such cases, performance by UPSOLAR of the LIMITED WARRANTIES shall be suspended without liability for the period of delay reasonably attributable to such causes.

K. Validity

This "Limited Warranty for PV Modules" is valid for all MODULES sold after August 30th, 2011.