

Standard of Tongwei Solar

Crystalline silicon Shingled Module Limited Warranty

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Foreword

This document is proposed and drafted by the efficient R & D Project Department of Tongwei Solar Modules.

This document is submitted by the efficient R & D Project Department of Tongwei Solar Modules.

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This document is explained by the efficient R & D program for tongwei solar modules.

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Catalogue

Resume revision.	1
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Crystalline silicon Shingled Module Limited Warranty	2
1 .Scope	2
2 .Warranted Products	2
3 .Commencement Date of Warranty	3
4 .15 years Limited Warranty on Power Output	3
5 .Repairs, replacements or refunds	3
6 .Liability exemption and limitation	5
7.Transfer of Rights	6
8.Claims procedure, notice period, warranty performance.	6
9 .Transfer of rights	7
10 .Severability	7
11 .Force majeure	8

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Crystalline silicon Shingled Module Limited Warranty

1.Scope

This limited warranty shall Tong wei solar (hefei) co., LTD. (hereinafter referred to as the "Tongwei") for the purpose of for personal use and buy installation below rules of crystalline siliconseries photovoltaic modul es (hereinafter referred to as the "modules") of the enduser (hereinafter referred to as the "buyer"), promises to provide limited warranty as described below (hereinafter referred to as the "limited warranty").

This limited warranty is applicable to Grade A modules, not to degraded or scrapped modules.

2 .Warranted Products

TH550PMB6-58SDC

2.1 This limited warranty only applies to the following series of shingled photovoltaic modules:			
	Shingled single glass photovoltaic modules:		
	TH535PMB6-58SC		
	TH540PMB6-58SC		
	TH545PMB6-58SC		
	TH550PMB6-58SC		
	TH555PMB6-58SC		
	Shingled double glass photovoltaic modules:		
	TH530PMB6-58SDC		
	TH535PMB6-58SDC		
	TH540PMB6-58SDC		
	TH545PMB6-58SDC		

TH555PMB6-58SDC

TH645PMB6-69SDC

TH650PMB6-69SDC

TH655PMB6-69SDC

TH660PMB6-69SDC

TH665PMB6-69SDC

TH670PMB6-69SDC

The above limited warranty product series are limited to certified series.

3. Commencement Date of Warranty

It will be effective from the day of installation or the 90th day (natural day) after the delivery of the Tongwei modules, whichever occurs earlier.

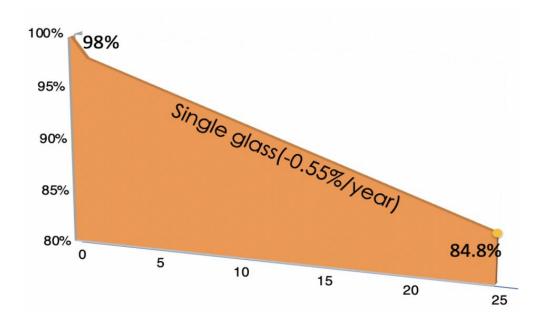
4.15 years limited product warranty

4.1 Tongwei warrants that the module will not malfunction or fail to operate due to design, material, process or manufacturing defects within 15 years from the valid date.

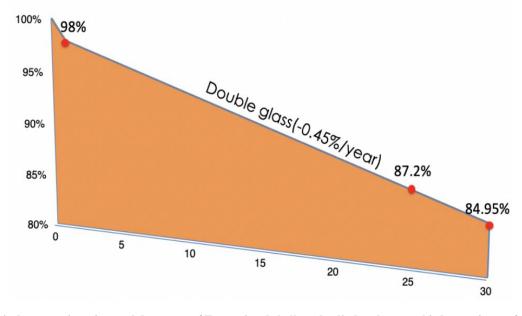
4.2 Defects in module appearance (including but not necessarily limited to bruise, scratch, stain, mechanical wear, rust, mold, etc.) or other changes which occur after the delivery from Tongwei to the Buyer are not guaranteed in this limited warranty unless defects or changes mentioned above are against the provisions of Article 5, "Limited Warranty on Power Output".

5 .Limited Warranty on Power Output

- **5.1** Tongwei also undertakes that the loss of power output, conforming to the comparison between the minimum tolerance which is specified in the label of modules and the practical peak value which is figured out under standard Test Conditions(STC).
- a) As for single glass modules: 25 years limited warranty on Power Output, the first year of power loss will be within 2%, and it will maintain loss within 0.55% annually from the 2 nd to the 25 th year from the effective date of warranty. The last year of power output is not less than 84.8%.



As for double glass modules: 30 years limited warranty on Power Output, the first year of power loss will be within 2%, andit will maintain loss within 0.45% annually from the 2 nd to the 30 th year from the effective date of warranty. The last year of power output is not less than 84.95%.



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5.2 The peak power is the maximum power of modules measured under standard test conditions. Standard test conditions are: spectrum AM1.5, light intensity 1000W/m^2 , temperature $25 \pm 2\,^{\circ}\text{C}$. Measurements According to IEC 61215, the tests are measured at the junction box terminals. The calibration and test standards for the Tongwei modules are valid on the date of manufacture of the module. The calibration standards are in accordance with the standards approved by the international organization.

6. Repairs, replacements or refunds

- **6.1** If a module has a severe appearance defect or a power loss because of itself through analysis exceeding the guaranteed value within limited product warranty or limited power output warranty, or in the case of the buyer's request by the domestic or international well-known third-party testing organization (the buyer and Tongwei confirmed the choice of the common) identified as Tongwei module causes, Tongwei will choose any of the following relief measures:
- refunded to the buyer, the so-called defective modules of the net value of the modules purchased at the time on the basis of the first deduction of 16% depreciation, subsequent annual deductions 3.5% depreciation, depreciation is calculated from the date of the warranty, Single glass modules up to 25 years, Double glass modules up to 30 years,;
- b) Free repair or replacement of defective modules, and to provide the initial sale of the delivery point of free delivery service, the modules and parts to be replaced are owned by Tongwei.
- **6.2** The above remedies are the sole and exclusive remedies provided by the Tongwei limited warranty and shall not be liable for any special, indirect, consequential, incidental or consequential damages (including loss of production, loss of profits, loss of goodwill, loss of business reputation or delay losses), the provisions of this exclusion apply irrespective of whether the claim for loss is based on a contract, assurances, negligence or strict liability.
- **6.3** If Tongwei chooses to take remedial measures for free repair or replacement of defective modules, Tongwei undertakes insurance, transportation (other than air transport), customs clearance and other related expenses arising from the return of defective modules to Tongwei and transportation of repaired or replaced modules to the buyer. The buyer may refund the defective modules to Tongwei after the written consent of Tongwei. If the buyer prepaid the above-mentioned expenses, the buyer shall provide the invoice to Tongwei for the related expenses, and Tongwei shall pay the cost to the buyer; Tongwei does not accept any returned defective modules without the written consent of Tongwei. If, at the time of the claim, Tongwei has ceased to produce modules of the same type as the defective module, Tongwei may provide other types of modules that

meet the requirements of the purchaser module. All costs incurred during the removal or installation of themodules are at the buyer's option.

- **6.4** Tongwei repair or replacement defective modules, limited product warranty and limited power output warranty is not extended or renewed, the warranty period for repair or replacement modules is the warranty period remaining for the buyer to purchase the module.
- **6.5** The buyer is entitled to claim under the terms of the warranty, if a problem with a number of claims, Tong Wei in accordance with the provisions of a compensation, that is resolved as a result of this problem arising from all applicable claims.

7 .Liability exemption and limitation

Limited Warranty above shall not be applied to these products under any circumstances as follows:

- a) No payment received by Tongwei;
- b) Only Grade A modules (not including Grade S1, Grade S2 and the Scrap) shall be guaranteed.
- c) Failure to comply with all requirements of the Tongwei Installation Manual;
- d) The type, nameplate, or bar code of the module is altered, erased or unable to be recognized (except results caused by any act or omission of Tongwei);
- e) The installation location or operating conditions of the modules are not within the scope specified in the Tongwei Installation Manual and are not approved in writing by Tongwei. Such as the installation on vehicles, ships and other mobile platforms, or in the ocean, desert and other environments;
- f) The building where the module is placed is defective;
- g) The module is subject to any of the following conditions: intentional destruction,
- unauthorized modification, connection and opening, the repair with unauthorized spare parts, accidents, chemical effects, etc. and other events which beyond the reasonable control of Tongwei;
- h) Pressure exceeds the maximum system voltage or surge;
- i) The usage of modules is in a manner that infringes Tongwei or intellectual property of any third-party rights (such as patents for inventions, trademarks), imports in parallel;
- j) The service of modules is considered that it's provided by unqualified technicians according to the relevant laws and regulations of installation.

8. Claims procedure, notice period, warranty performance

8.1 When any claim on Limited Warranty shall be founded, please notice Tongwei or its authorized distributor(s) in writing with claims, description of defective modules, bar code and nameplate picture, a copy This document is an internal document of Tongwei and shall not be disclosed to any third party in any form without written permission. Tongwei reserves the right to investigate the above behaviors.

of the commercial invoice and the module delivery date. Tongwei customer service center contact information:

Tongwei Solar (HEFEI) CO., LTD.

Add: NO.888 Changning Road, High-tech District, Hefei, Anhui, P.R.China

Z.C.: 230088

Tel.: +86 551-62896301

M.P.: 18019909071、18056077565

Web: www.tw-solar.com

Email: yangw012@tongwei.com

8.2 Any claim for the Limited Warranty must be made within 30 days (natural day) from the date on which the

breach is found.

8.3 In case of any dispute in terms of warranty-claims, a first-class domestic or international testing institute

shall be entrusted by both parties upon mutual consents in order to provide third party verification and

comments which are final, decisive, binding and compulsory in accordance with procedure mentioned in

Limited Warranty. All fees and expenses shall be borne by the party that demanded such verification

procedure, unless otherwise agreed.

8.4 If the result of the ruling is a defect in the Tongwei module, it is covered by this limited warranty, Tongwei

shall be compensated in accordance with article 6 of the remedies; If the result of the ruling is a defect of the

Tongwei module, which does not fall within the scope of this limited warranty, Tongwei does not bear any

compensation, including but not limited to insurance, transportation, customs clearance and any other charges

incurred for the return of defective modules, and no obligation to repair, replace or refund defective modules.

8.5 When warranty period found that is not due Tongwei module's defects or module beyond the warranty

period need for repair and replacement, the buyer may contact the Customer Service Center, advisory the cost

of modules associated repair services.

9. Transfer of Rights

This Limited Warranty is applied to the original end user and the product remains to be installed at the

original site, and on the other hand the warranty shall be adapted to subsequent owners when the owner holds a

legal certification of inheritance or transfer.

10 .Severability

If a section, provision or clause of this Warranty, or the application thereof to any person or circumstance,

is held invalid, void or unenforceable, such shall not affect and thus shall leave all other sections, provisions,

clauses or applications under this Warranty severable, and therefore validly binding.

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7

Number: TWsolar-M-SRD-MR001

11 .Force majeure

For any unforeseen events due to fire, flood, blizzard, hurricane, lightning, public policy changes, terrorism, war, riots, strikes, lack of appropriate or sufficient labor, materials or production capacity, technical or physical events, and Tongwei's uncontrollability Force majeure, such as incidents, caused Tongwei to fail to perform or delay the performance of its obligations under this limited warranty. Tongwei shall not be liable to

the buyer or any third party in any way.

12. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are

entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable

loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of

acceptable quality and the failure does not amount to a major failure.

Agent Information:

Importer Company Name: 8 horse energy group

Address: 108/78 mobbs lane eastwood 2122 Australia

ABN:56631150322

Tax No.: 0420446158

Website: 8Horse.com.au

Email: AU8horse@outlook.com

Phone: 0420446158

Contact Person: Jack Sun