



Solar Modules Quality Assurance Agreement

Preface

Tangshan Haitai New Energy Technology Co., Ltd (hereafter “Haitai”) guarantees that its solar modules (hereafter “modules”) are designed and manufactured for a long life span and provides the following limited warranty:

1、The limited warranty of my product

Haitai guarantees that the produced modules will not appear to be defective in quality due to design, material and/or production processes in accordance with the normal application, installation, use and maintenance requirements set out in the customer's standard product documentation. If the modules occur quality problems caused by materials or production process in the process of normal use, installation and maintenance within 10 years from the date of the warranty of single-glass modules or within 12 years from the date of the warranty of double-glass modules, after verification by independent testing organization recognized by Haitai and the customer, Haitai will choose to deal these parts with repairing, replacing or refunding in accordance with timely price, the specific way to be determined by Haitai.

Under the warranty of this limited product, after the modules are delivered to the buyer, the color change, deterioration (including scratches, stains, mechanical wear, rust or mildew) or other changes in appearance, all of these changes are not regarded as quality defects, except in case where the change seriously impairs the function of the module.

The above remediation measures are the only remedy provided in accordance with this ‘product limited warranty’. This ‘product limited warranty’ does not involve modules’ power output guarantee (power output guarantee will be specially described in the second part ‘peak power limited warranty’)

2、Peak power limited warranty

1) Haitai guarantees that: within 25 years of the single-glass product insurance, if the modules are tested under the standard test conditions (AM1.5 spectrum, irradiance 1000 w/m², temperature 25°C), the loss of the modules’ nominal power in the relevant product data will be not more than:

(a) Single-glass monocrystalline conventional modules or single-glass monocrystalline PERC modules: the power loss does not more than 3% in the first year, and will not over 0.7% in the following

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years, and after 25 years of the product insurance, the modules' output power do not less than 80% of nominal power.

(b) Single-glass polycrystalline modules: the power loss does not more than 2.5% in the first year, and will not over 0.7% in the following years. After 25 years of the product insurance, the output power does not less than 80% of nominal power.

(2) Haitai guarantees that: within 30 years of the P-type double-glass product insurance, if the modules are tested under the standard test conditions(AM1.5 spectrum, irradiance 1000 w/m², temperature 25 °C), the loss of the modules' nominal power in the relevant product data will be not more than:

(a) P-type double-glass monocrystalline conventional modules or P-type double-glass monocrystalline PERC modules: the power loss does not more than 3% in the first year, and will not over 0.6% in the following years. After 30 years of the product insurance, the output power does not less than 80% of nominal power.

(b) P-type double-glass polycrystalline modules: the power loss does not more than 2.5% in the first year, and will not over 0.6% in the following years. After 30 years of the product insurance, the output power does not less than 80% of nominal power.

3) Within 30 years of the N-type double-glass product insurance, if the modules are tested under the standard test conditions(AM1.5 spectrum, irradiance 1000 w/m², temperature 25 °C), the loss of the modules' nominal power in the relevant product data will be not more than:

(a) N-type double-glass polycrystalline PERC modules: the power loss does not more than 1% in the first year, and will not over 0.5% in the following years. After 30 years of the product insurance, the output power does not less than 84.5% of nominal power.

The confirmation of the actual output power of the module must follow the IEC60904' s standard test conditions. And it is tested by the third party' s own tester of calibration standard module for testing, or verification by testing organization mutually recognized by Haitai and the customer to determine that the power loss is due to the materials or production process reasons, which can be attributed to Haitai' s defect.

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We warrant that if the actual output power of module is less than 90% of the output specified in the limited power guarantee and such loss of power is as a result of the defects in material or workmanship confirmed by Haitai, It is determined that if the actual output power of the module is lower than the guaranteed value in the limited power guarantee and is identified by Haitai such loss of power is caused by module material and production process, Haitai will provide to the buyer the additional modules to make up the power loss or repair, change, or give economic compensation to compensate the power loss. Haitai holds the right to decide the specific remediation way.

as a component material or production process, hex will provide additional components to the buyer to compensate for the loss of the total output power, or to maintain, replace or compensate for the economic compensation for these components. The loss of power is compensated by HTI.

3、Warranty exclusions and limitations

3.1 Claim for compensation should submit in written form to Haitai within warranty, and must not exceed the last day of warranty period.

3.2 The limited product warranty and Peak power' s limited warranty are not applicable to the following conditions:

- (1) Do not store and transport according to the advice or instructions of Haitai, or change the packaging method, and use improper transportation tools;
- (2) Fail to follow the installation manual of Haitai;
- (3) Abuse, misuse and improperly operate;
- (4) The existence of defects or damage is caused by improper installation or debugging, excessive external force or improper operation done by the buyer or the third party, especially by the end customer or the system installer;
- (5) The maintenance, modification or any service performed by the personnel unauthorized and unapproved by Haitai;
- (6) The power loss or other defects are due to pollution or sand, soil, moss or rust, chemical reactions;
- (7) The defects or damage are caused by the installation on the moving objects such

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as cars, ships, and so on but except for the PV tracking system.

(8) There are defects in the building where the modules are installed.

(9) The serial number of the module is tampered, removed or difficult to recognize;

(10) The use of module infringes on the intellectual property of Haitai or the third parties (such as patent, trademark).

3.3 Under the limited product warranty and Peak power' s limited warranty , any charge of installing、 removing and reinstalling also exclusive of charge for customs liquidation and return of module should be settled through both parties' friendly negotiation.

4、 The carry-out of guarantee

Customer shall immediately notify to Haitai by mail to address of Haitai in written form or send emails or fax if customer have any reasonable claim that conforms to the guarantee. Customer shall supply evidence of claim for compensation, related serial number and date of purchase together with this notification.

Haitai does not accept the module returned without the previous written notice.

The buyer shall lodge a claim within three months after learning the situation.

5、 Transferability

Terms in this quality guarantee are cover to final product user, and can transfer the possession to any follow-up owner at the condition of having no change of mounting position, suffice to prove of inheriting or making over.

6、 Independent validity of the terms

If any part of this quality guarantee is identified to be invalid, failure, or can not carry out, or part of the terms is invalid, failure, or can not carry out by someone or at some condition, these conditions have no influence of validity of other part in this quality guarantee or the whole quality guarantee. Under the circumstances, In this case, the applicability of the other parts or other terms of the guarantee or the whole guarantee is deemed to be independent and valid.

7、 Dispute resolution

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If there is a dispute over the warranty claims about the technology and so on, the final judgment shall be made by the inspection agency jointly recognized by both parties. The resulting expenses shall be borne by the losing party.

If there is any disagreement over the product limited warranty or controversy associated with this product limited warranty, the customer should put forward the agreement within in the three months after its appearance for the convinance of screening of the problem.

8、 Change

Service, change, supply extra module will not make recalculate of guarantee period, and does not make extend application of this guarantee. Module after changed are owned by Haitai. If we have stop production of problematical module when claiming happen, Haitai can choose other type of PV module(different sizes, colour, shape or power) , whether it is a new brand or the original brand.

Haitai holds the ownership of the replaced module.

9、 Product recalls

When a batch of modules is found to present a safety risk or does not comply with a mandatory standard or ban and is required to be recalled, product recall will be conducted in accordance with the ACCC Product Safety Recall Guidelines (available at <http://www.productsafety.gov.au/publication/consumer-safety-recall-guidelines>).

10、 The starting ate of the warranty

Compared with the date on which the module is delivered to the buyer or 60 days after which the module is shipped from the Haitai' s factory , the earlier date of the two is the starting date of the product limited warranty.

11、 Force majeure

Caused by fire, flood, snowstorm, typhoon, thunder, natural disaster, change of public policy, terrorism, war, riot, strike, and other unforeseeable circumstances out of

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the range of the influence of Haitai, terms of sale, fail to perform or delay in performance, Haitai have no responsibility to terminal clients and third party in any way.

12、Disclaimer:

The limited warranty described above is exclusive and supersedes all other warranties expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, and all other obligations of Haitai, but Haitai party' s written agreement promises the above additional guarantee or liability. Some jurisdictions have limited or no warranty disclaimers, so the above may not apply.

Limitation of Liability (Limitation of Liability): In the maximum extent permitted by applicable laws, Haitai does not take any responsibility towards casualties and property losses or any other losses and damages caused by its products and their use due to its product quality problems. Subject to the maximum extent permitted by applicable law, Haitai shall not be liable for any loss of profits, loss of use, equipment outages, or any incidental and special losses and others damages caused by or in connection with the product, other than those caused by the customer due to its product quality or by the third party in the name of the customer, even if Haitai has been informed of the possibility of such losses.

To the maximum extent permitted by applicable law, Haitai' s cumulative compensation for damage or other defects, if any, shall not exceed the price paid by the customer when purchasing the product. The client' s agreement that the above limitation of liability (limitation of liability) is a necessary part of the agreement between the parties, if the limited liability scope is not defined, the price of the product will be very different. Some jurisdictions restrict or disclaim disclaimer, so the above rules may not apply to certain clients.

This warranty is provided in addition to other rights and remedies held by a consumer at law. Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement of refund for a major failure and for compensation



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for any other reasonable 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.

Notes:

Peak power is the max power of module tested at standard test condition.
standard test condition is:

(a) Spectrum amplitude modulation AM1.5

(b) Illumination intensity is $1 \pm 0.005 \text{kw/m}^2$

(c) Illuminate at right angle , humidity is below of 60%RH, module temperature is $25 \pm 2^\circ\text{C}$

Note:

This limited warranty is according to the law of P. R. C.

All explanation rights belong to Tangshan Haitai New Energy Technology Co., Ltd

Tangshan Haitai New Energy Technology Co., Ltd

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