

Warranty for Solar Module

- Jumao Photonics Co. Ltd.

The following warranty conditions shall only apply to Solar Modules delivered by Jumao Photonics Co. Ltd. (hereinafter as JMP) from January 1st, 2010.

1. Limited warranty for materials and workmanship

JMP guarantees that solar modules produced by JMP are free from defects in material and workmanship. Should a defect be detected within a period of five (5) years from the date of purchase, JMP shall at its own discretion either repair or replace the solar modules or reimburse the customer the amount of the purchase price. The liability of JMP is limited to the purchase price for the Modules concerned. This warranty does not grant any further rights, in particular with respect to any claims of compensation.

2. Output warranty

JMP guarantees the initial purchaser the output of the produced solar modules after expiry of the statutory limitation period for contractual warranty claims as follows:

2.1 JMP guarantees that the delivered solar modules will produce at least 90 % of the minimum output set forth in the data sheet for a period of twelve (12) years, beginning with delivery by JMP to the initial purchaser.

2.2 JMP further guarantees that the delivered solar modules will produce at least 80 % of the minimum output set forth in the data sheet for a period of twenty-five (25) years, beginning with delivery by JMP to the initial purchaser.

2.3 This output guarantee is based on the minimum output of the solar modules measured under standard test conditions of 1000 Watt/m² and a spectrum of minimum output of 1.5 AM with a cell temperature of 25°C and taking into account a 5 % accuracy of measurement.

3. Performance under the warranty

If the solar modules delivered by JMP fail to produce the above guaranteed minimum output within the guarantee period as set forth in clauses 2.1 and 2.2, JMP shall at its discretion and alternatively:

3.1 provide additional solar modules as compensation for the shortfall in the output, OR

3.2 provide solar modules in exchange for the modules originally supplied

If the type of module originally delivered is no longer produced in series and in case clause 2.1 or 2.2 is applied, any modules that are delivered for the purpose of clauses 3.1 or 3.2 will be from the series of the latest standard type.

The guarantee does not include the costs for dismantling solar modules, the transport costs for sending solar modules back and the costs for delivery or installation of repaired or replaced solar modules. Exchanged components or solar modules shall be passed back to JMP and become property of JMP, which is subject to prior written consent given by JMP.

Any delivery of additional or replacement modules does not cause any extension or restart of any guarantee period regarding the modules concerned.

4. Exclusions

Performance under warranty may not be claimed if

- a) the installation and/or operation of the solar modules was improper,
- b) the end customer and/or installer did not notice or observe the instructions for installation and operation of JMP modules or
- c) the modules have been replaced, repaired or modified by persons not authorized by JMP or
- d) the modules are damaged or destroyed by inappropriate storage, handling or transport or by violence, misuse, neglect or alteration of the purchaser or any third person or by external factors and/or animals or
- e) the loss of output has been caused by force majeure in particular but without limitation due to excess voltage, lightning strike, flooding, fire, explosion, stone fall, earthquakes, hurricanes, volcanic eruptions, hail or snow or other circumstances beyond the influence of JMP or
- f) the serial numbers and/or type plates of the solar modules are missing or have been manipulated or
- g) indirect damages are caused such as bodily injury or property, loss of profit, business interruption etc. or
- h) the purchaser fails to fulfill the duty to examine and report defects according to Art 377 HGB (German Commercial Code) or
- i) the materials of the modules are exposed to conditions which can cause accelerated aging effects, in particular:
 - i. Operation under environmental conditions that deviate from the product specifications, operating instructions or details as set forth on the type plates
 - ii. Extreme external influences, such as smoke and other sources of soiling
 - iii. Usage on mobile units (e.g. vehicles)

5. Enforcement of warranty claims

The warranties can only be claimed by presenting the original invoice or packing slip with indication of the purchase date. Claims must be asserted within 14 days from the date that the claim is identified.

6. Contact person

The contact for all questions regarding warranty and technical defects is as below:

Sales and Marketing Department
Jumao Photonics Co. Ltd.
Address: No.627-629 West Lingdou Road, Xiamen 361008, Fujian, China
Tel: +86 592 5935731
Fax: +86 592 5935721
Email: sales@solargenerator.com
www.solargenerator.com

7. Applicable law

These special Conditions of Warranty are exclusively subject to Singapore Laws. The rules of international private law (conflicts of law) are excluded expressly.