

**JIANG YIN HAREON POWER CO., LTD.**

HUANG TANG INDUSTRIAL ZONE, XIAKE TOWN, JIANG YIN CITY, JIANGSU PROVINCE, CHINA

**QUALITY WARRANTY****2012****1. Limited Product Warranty – Ten Years Repair, Replacement Remedy**

HAREON POWER warrants its module(s) or laminate(s), to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If modules/laminates fail to conform to this warranty, during the period of Ten (10) years from the WARRANTY START DATE, HAREON POWER will, at its option, either repair or replace the product. The repair or replacement remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the period set forth herein. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (“Limited Peak Power Warranty”).

Note: For laminate product, silicon/tape sealing, framing, junction box mounting related process and materials flaws are excluded, the laminate defects such as scratch, dint, etc. potentially caused by following process are also excluded.

Note: WARRANTY START DATE means the shipping date of the module/laminator in relevant clause of this file.

**2. Limited Peak Power Warranty - Limited Remedy****12 years**

If, for a period of twelve (12) years from the WARRANTY START DATE, any module(s) or laminate(s) exhibits a power output of less than 90% of the nominal power as set out in HAREON POWER’s product datasheet, provided that such loss in power is determined by HAREON POWER at its sole and absolute discretion to be due to defects in materials or workmanship, HAREON POWER will, at its sole option, replace such loss in power by either, (a) providing additional module(s) or laminate(s) to the Customer to make up for such loss in power or (b) Replace the defective module(s) or laminate(s).

**25 years**

If, for a period of twenty-five (25) years from the WARRANTY START DATE, any module(s) or laminate(s) exhibits a power output of less than 80% of the nominal power as set out in HAREON POWER’s product datasheet, provided that such loss in power is determined by HAREON POWER at its sole and absolute discretion to be due to defects in materials or workmanship, HAREON POWER will, at its sole option, replace such loss in power by either, (a) providing additional module(s) or laminate(s) to the Customer to make up for such loss in power or (b) Replace the defective module(s) or laminate(s)

**3. Warranty Start Date**

This Quality Warranty shall start upon the date of installation or Sixty (60) days after delivery by HAREON POWER, whichever date is earlier.

**4. Exclusions and Limitations**

- A. Warranty claims must be filed within the applicable warranty period.
- B. The “Limited Warranties” do not apply to any -module(s) or laminate(s) which have been subjected in Hareon Power’s absolute judgment:
  - a. Misuse, abuse, neglect or accident;
  - b. Alteration, improper installation or application;
  - c. Non-observance of Hareon Power’s installation-users and maintenance instructions;
  - d. Repair or modifications by someone other than an approved service technician of Hareon Power;
  - e. Power failure surges, lighting, flood, fire, accidental breakage or other events outside Hareon Power’s control.
- C. The “Limited Warranties” do not cover any transportation costs for return of the module(s) or laminate(s), or for re-shipment of any repaired or replaced module(s) or laminate(s), or costs associated with installation, removal or reinstallation of the module(s) or laminate(s).
- D. When used in non-land based applications the “Limited Peak Power Warranty”, shall be limited to ten (10) years per provisions of Clause 2. Herein.
- E. Warranty claims will not be honored if the serial number of the module(s) or laminate(s) have been altered, removed or made illegible.
- F. For a laminate, a warranty claim will not be honored if a laminate has been wrongly assembled into a module or assembled using an unsuitable process of mismatch of materials

## **5. Limitation of Warranty Scope**

This “Quality Warranty” as set forth herein is expressly in lieu of and excludes all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of HAREON POWER, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by HAREON POWER. HAREON POWER shall have no responsibility or liability whatsoever 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. Under no circumstances shall HAREON POWER be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. HAREON POWER’s aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER, for the single unit of product or service furnished or to be furnished, as the case may be, which is the subject of claim of dispute.

## **6. Obtaining Warranty Performance**

If the Customer believes it has a justified claim covered by this “Quality Warranty”, an immediate notification directly to HAREON POWER shall be filed by mailing a registered letter in writing to the address of HAREON POWER, or, sending an email letter to the email account of HAREON POWER listed hereunder. Together with the notification, the Customer should enclose the evidence of the claim with the corresponding serial number of the module(s) or laminate(s) and the date on which the module(s) or laminate(s) have been purchased. An invoice with clear indication of the purchase date, purchase price, module type, stamp or signature of HAREON or its distributors should also be submitted as part of the evidence. The return of any module(s) or laminate(s) will not be accepted unless prior written authorization has been given by HAREON POWER.

## **7. Severability**

If a part, provision or clause of this “Quality Warranty”, 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 “Quality Warranty”, and to this end such other parts, provisions, clauses or applications of this “Quality Warranty” shall be treated as severable.

## **8. Disputes**

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

## **9. Various**

The repair or replacement of the module(s) or laminate(s) or the supply of additional module(s) or laminate(s) does not cause the beginning of new warranty terms, nor shall the original terms of this “Limited Warranty” be extended. Any replaced module(s) or laminate(s) shall become the property of Hareon Power. Hareon Power has the right to deliver another type (different in size, color, shape and/or power) in case Hareon Power discontinued producing the module(s) or laminate(s) for which remedy is claimed by the Customer.

## **10. Force Majeure**

Hareon Power shall not be responsible in any way to the Customer for any non-performance or delay in performance of any terms and conditions of sale, including this “Limited Warranty”, due to acts of God, War, riots, strikes, material, or production capacity or technical failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the module(s) or laminate(s) or the Customer’s claim.

Note: “Peak Power” is the power in Watt peak that a module/laminate generates in its Maximum Power Point.

“STC” are as follows:

- a) light spectrum of AM1.5,
- b) an irradiation of 1000W per m<sup>2</sup> and
- c) a cell temperature of 25 degree centigrade.

The measurements are carried out in accordance with IEC 61215 as tested at the junction box terminals per the calibration and testing standards of Hareon Power valid at the date of manufacture of the module(s) or laminate(s). Hareon Power’s calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.

Hareon warranty claim handling email address:

wanghj@hareon.net