

fire, accidental breakage or other events outside the control of ET Solar.

C. These Limited Warranties only cover the transportation costs for shipment of any repaired or replaced Modules to the place applied by ET Solar, not including the transportation cost for returning the modules to ET Solar or its authorized agents and authorized distributors, or costs associated with installation, removal or reinstallation of the modules, which shall be borne by the end user Customers.

D. Warranty claims will not be honored if the type or serial number of the PV Modules have been altered, removed or made illegible without written authorization from ET Solar.

4. *Limitation of Warranty Scope*

The limited warranties set forth herein are expressly in lieu of and exclude all other expressed or implied warranties, including but not limited to warranties of merchantability, warranties of fitness for particular purpose, use, or application, warranties of non-infringement of third party rights, including, but not limited to, intellectual property rights, and all other obligations or liabilities on the part of ET Solar unless such other warranties, obligations or liabilities are expressly agreed to in writing signed and approved by ET Solar's Chief Executive Officer. Unless prohibited by local laws or regulations, ET Solar shall have no responsibility or liability whatsoever for injury or damage of any natural persons or any tangible property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the product itself, including, without limitation, any defects in the module, or from use or installation. Under no circumstances shall ET Solar be liable for incidental, consequential or special damages, however caused, even if ET Solar is provided prior notice of such damages. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded.

ET Solar's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the end user CUSTOMER, for the unit of product or service furnished or to be furnished, as the case may be, which is the subject of claim or dispute.

5. *Obtaining Warranty Performance*

In order to obtain warranty service under the ET Solar Limited Warranty, the end user Customer should promptly notify ET Solar regional customer service center. Together with the notification, the complete serial number printed on the module label and the shipment date of its modules shall be marked as well. If the modules will be returned for inspection, repair or replacement by ET Solar, ET Solar will give the customer a Return Merchandise Authorization (RMA). ET Solar will not accept the return of any modules without a RMA.

Obtain ET Solar customer service:

E-mail: support@etsolar.com

ET Solar Europe (Europe),
Munich City Tower Landsbergerstr. 110-114, 9 Fl. D-80339 Munich, Germany
Tel: +49 89 5009405-0
Fax: +49 89 5009405-99

ET Solar USA (America & Canada)
4900 Hopyard Road, Suite 290, Pleasanton, CA 94588, USA
Tel: +1 925 4609 898
Fax: +1 925 4609 929

ET Solar China (Rest of the world)
1st FL Yue Hwa Godown Building 57-61 Wo Yee Hop Road, Kwai Chung, N.T. HONG KONG
Tel: 852-2367-8280
Fax: 852-2367-8138

6. *Disputes*

No action, regardless of form, arising out of or in any way connected with this Limited Warranty, may be brought by the end user Customer more than one (1) year from the date when causes of

ET Solar Group Photovoltaic Module Limited Warranty

1. Limited Product Warranty – Five Year Repair, Replacement Remedy

ET Solar Group Ltd. (ET Solar) warrants its modules including DC connector cable assemblies to be free from defects in workmanship and materials under normal application, use and installation and service conditions for a period of five (5) years from the shipment date of its modules. If a module malfunctions or becomes inoperable due to a defect in workmanship or material during the five-year period of this warranty, ET Solar will, at its option, either repair or replace the module in problem. The repair, replacement remedies shall be the sole and exclusive remedy provided under this Limited Warranty.

2. Limited Minimum Pmax Warranty and Limited Remedy

A. "Minimum Pmax" is the minimum power in peak watts that a Photovoltaic Module generates as stated on the module rating label. "Standard Test Conditions" are as follows: [a] light spectrum of AM 1.5, [b] an irradiation of 1,000 Watts per square meter and [c] temperature of 25 degrees Centigrade. The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of ET Solar Group in effect on the date of manufacture of the modules. ET Solar's calibration standards shall be in compliance with then-current standards applied by international institutions accredited for this purpose.

B. 12 years

ET Solar additionally warrants for the modules that:

if, within twelve (12) years from the shipment date of its modules, any Photovoltaic Module exhibits a power output less than 90% of the minimum Pmax at Standard Test Conditions as specified on the manufacturer's Product Information Label affixed to each Photovoltaic Module, provided that such loss in power is determined by ET Solar to be due to defects in material or workmanship, ET Solar will, at its sole option, either [1] make up such loss in power by providing to the Customer additional modules; [2] repair or replace the defective modules. (including free shipping to the place applied by ET Solar).

C. 25 years

ET Solar further warrants that:

if, within a period of twenty-five (25) years from shipment date of its modules any Photovoltaic Module exhibits a power output less than 80% of the minimum Pmax at Standard Test Conditions, provided that such loss in power is determined by ET Solar to be due to defects in material or workmanship, ET Solar will, at its sole option, either [1] make up such loss in power by providing to the end-user Customer additional modules; [2] repair or replace the defective modules. (including free shipping to the place applied by ET Solar).

These remedies set forth in this Section 2 are the sole and exclusive remedies provided under the Limited minimum Pmax Warranty. Customer shall notify ET Solar or its authorized resellers with a writing form within 30 days after the occurrence of malfunctions provided under this warranty.

3. Exclusions and Limitations;

A. Warranty claims shall be filed in writing with ET Solar or its authorized distributors within the applicable warranty period, without exception.

B. These Limited Warranties will not be applied to normal wear and tear, to the natural effects of exposure to weather conditions over time, or to modules which under ET Solar's sole judgment have been subjected to:

misuse, abuse, neglect, vandalism or accident; alteration, improper installation or application that does not strictly follow the manufacturer's instructions; repair or modifications that do not strictly follow the manufacturer's instructions; or power failure, electrical spikes or surges, lighting, flood,

action occurred.

7. *Various*

The repair or replacement of the PV Modules or the supply of additional PV-modules does not lead to a new commencement of warranty terms, nor shall the original terms of this Limited Warranty be extended. Any replaced PV Modules shall become the property of ET Solar. ET Solar shall at its own options to deliver another type of PV Modules (different in size, color, shape, or power), either a new brand or the original one, in case of that ET Solar has discontinued producing the PV module in question at the time of the claim.

8. *Force Majeure*

ET Solar shall not be in any way be responsible or liable to the end user Customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, acts of terrorists, war, riots, strikes, unavailability of suitable and sufficient labor or material.

ET Solar Group