

# SOLAR MODULES LIMITED WARRANTY

Effective November 1<sup>st</sup>, 2014

**Ningbo Ring Electronics Co., Ltd (“RING SOLAR”)** generally provides the Warranties set forth herein to the original buyer (“Customer”) with respect to all solar photovoltaic modules sold by RING SOLAR under purchase agreements signed on or after November 1, 2014 (“Modules”).

## 1.Limited Product Warranty

RING SOLAR warrants its Modules, including factory-assembled DC connectors and cables, if any, should be free from material defect in design, materials and workmanship that affect the performance of the Modules, within a period of ten years from the date of delivery.

Any deterioration in appearance of the Modules (including scratches, stains, mechanical wear, rust, or mold), or any other changes which occur after delivery to the Customer, do not constitute a defect under this warranty unless it materially impairs the Modules’ functioning.

## 2.Limited Power Warranty

RING SOLAR warrants that (A) within a period of ten years from the date of delivery, the actual power output shall be not less than 90% of the nominal power output; (B) within a period of twenty-five years from the date of delivery, the actual power output shall be not less than 80% of the nominal power output.

## 3. Claims and Remedies

Customer shall bear the responsibility of establishing a breach of the Warranties. If Customer believes there has been a breach of the Warranties set forth herein, then Customer shall promptly, and not later than thirty days after knowledge, provide written notice to RING SOLAR about the following information related to the claim:

- (A) basic information of claimant
- (B) detailed description about purchasing date, transportation and storage, application and installation, etc
- (C) evidence, including photographs and data, etc
- (D) detailed information about the Modules, including type, relevant serial number, etc
- (E) any additional evidence reasonably requested by RING SOLAR

Upon receipt of such written claim, RING SOLAR may seek further verification of the Customer’s claim of a breach of one of the forgoing limited warranties. RING SOLAR can require that the Modules claimed by Customer be reviewed by neutral third party testing laboratory approved by both sides, and such approval should not to be unreasonably withheld or delayed. The written determination by the testing lab will be submitted to both sides. If the final test result confirms a breach of the warranties, RING SOLAR shall be

responsible for all testing costs, however, if the final result is unable to confirm a breach of the warranties or Customer is otherwise unable to establish a breach of the warranties, all testing costs should be borne by Customer.

RING SOLAR, at its sole discretion, shall repair, replace or provide additional modules compensating for the related power loss for any Module which causes a breach of the warranties. RING SOLAR shall reimburse Customer for reasonable, customary and documented transportation charges by sea freight for both the return of the Modules and reshipment of any repaired or replaced Modules. RING SOLAR's performance of any repair, replacement or additional supply pursuant to this section shall not extend the term of any warranties. RING SOLAR reserves the right to deliver a similar module (of similar size, color, shape, and power output) in replacement of the returned module should the production of the returned model be discontinued or otherwise unavailable. Ownership of all modules which have been replaced is passed to RING SOLAR.

#### 4. Exclusions and Limitations

The limited warranties set forth herein do not apply to any modules which have been subjected to:

- (A) misuse, abuse, neglect, or accident in the course of storage, transportation, handling, installation, application, or has been repaired, altered, modified without the prior written consent of RING SOLAR
- (B) power failure surges, flood, fire, direct or indirect lightning strikes, accidental breakage, vandalism, acts of war, acts of nature, or other events outside RING SOLAR'S control
- (C) service by service technicians who are not qualified under the relevant law and/or applicable regulations at the place of installation
- (D) the Module's type, nameplate or module serial number is changed, erased or made illegible
- (E) extraordinary salt or chemical exposure, which results in breakdown
- (F) the Module's installation on mobile units (except photovoltaic tracking system)
- (G) full and final payment has not been received by RING SOLAR or its subsidiaries which have put the modules on the market

#### 5.Limits of Liability

This "Solar Module Limited 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 application, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by RING SOLAR. The remedies for breach of this warranty are customer's sole and exclusive remedies arising from or relating to any breach of the warranties. Under no circumstances shall RING SOLAR be liable for ( A) 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, or from use or installation. ( B) loss of profits, loss of use, equipment downtime, or for any incidental, consequential or special damages of any kind, howsoever arising, related to the Modules, claimed by Customer or any third party in Customer's name. (C) any cost associated with

installation, removal or reinstallation of modules, import and export duties, permission fee or any other costs related to return and replacement of the modules.

## 6. Severability

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

## 7. Force Majeure

RING SOLAR shall not be responsible or liable in any way to the customer or any third party arising from any non-performance or delay in performance of any terms and conditions of sale, including this “Solar Module Limited Warranty”, due to a force majeure event, including, without limitation, acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of RING SOLAR. In such cases, performance by RING SOLAR of this limited warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

## 8. Notice

Any notice required or permitted under this Limited Warranty shall be in writing and deemed to be properly given by the sender and received by the addressee. Mailed notice and facsimile notice shall be addressed to the following RING SOLAR office. For the avoidance of doubt, e-mail alone shall not constitute valid notice pursuant to this section.

Office Information:

Ningbo Ring Electronics Co., Ltd

Add: No.867 of Chunhua Road, Wangchun Industrial Zone, Ningbo, China.

Post Code: 315176

Tel: +86-574-88328855

Fax: +86-574-87897197

## 9. Validity

This Limited Warranty only applies to the A Grade on-grid modules produced by RING SOLAR.

