

Phono Solar Technology Co., Ltd

Warranty (Version2011)

The AC Panel in this Warranty means the Standard Phono Solar AC Panel manufactured by Phono Solar Technology Co., Ltd. (hereinafter the "Phono Solar").

Phono Solar AC Panel warranty is divided to two separate parts: the Module and the Micro-inverter.

Part A:Module warranty

Phono Solar warrants its Module in compliance with the terms and conditions as stipulated below.

1. Limited Module Warranty –Five Years Repair or Replacement

Phono Solar warrants that the factory-assembled Module, if any, to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If Module fails to conform to this warranty, within a period of five(5)years as from the date of delivery, Phono Solar will, at its sole discretion, repair or replace the Module, within the above specified period. The repair or replacement remedy shall be the sole and exclusive remedy provided under the "Limited Module Warranty" and shall not extend beyond the five years period set forth herein.

This "Limited Module Warranty" does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter ("Limited Peak Power Warranty").

2. Limited Peak Power Warranty - Limited Remedy

10 years

If, within a period of Ten (10) years from the date of delivery any Product exhibits a power output less than 90% of the minimum "Peak Power at STC"¹ as specified as of the Delivery Date in Phono Solar's Flash Report, provided that such loss in power is determined by Phono Solar (at its sole and absolute discretion) to be due to defects in material or workmanship, Phono Solar will, at its sole option, either

(1) replace such loss in power by either (a) providing additional Product(s) to the CUSTOMER to make up for such loss in power or (b) replacing the defective Products(s) at the option of Phono Solar or

(2) refund the percentage of the cost of the Product(s)(as measured by the then prevailing market price for similar Product(s) to the CUSTOMER representing the percentage of the power output less than 90% the minimum "Peak Power at STC"¹ as specified as of the Delivery Date in Phono Solar's Flash Report.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the "Limited Peak Power Warranty"

25 years

If, within a period of Twenty five years (25) years from the date of delivery any Product exhibits a power output less than 80% of the minimum "Peak Power at STC"¹ as specified as of the Delivery Date in Phono Solar's Flash Report, provided that such loss in power is determined by Phono Solar (at its sole and absolute discretion) to be due to defects in material or workmanship, Phono Solar will, at its sole option, either

(1) replace such loss in power by either (a) providing additional Product(s) to the CUSTOMER to make up for such loss in power or (b) replacing the defective Products(s) at the option of Phono Solar or

(2) refund the percentage of the cost of the Product(s)(as measured by the then prevailing market price for similar Product(s) to the CUSTOMER representing the percentage of the power output less than 80% the minimum "Peak Power at STC"¹ as specified as of the Delivery Date in Phono Solar's Flash Report.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the "Limited Peak Power Warranty"

3. Exclusions and Limitations

(1) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.

(2) The "Limited Module Warranties" and the "Limited Peak Power Warranties" do not apply to any Module(s) which have been subjected to:

- Misuse, abuse, neglect or accident;
- Alteration, improper installation or application;
- Non-observance of Phono Solar's installation instructions;
- Repair or modifications by someone other than an approved service technician of Phono Solar;
- Power failure surges, lightning, flood, fire, accidental breakage or other events outside Phono Solar's control;
- caused by external events including but not limited to defective equipment parts, appliances, system components like, connecting cables, invertors, or the like, which have been coupled with the Module by anyone other than Seller, or caused by defective system design, configuration, or installation planning;
- using on mobile vehicles;

(3) Both the "Limited Module Warranties" and "Limited Peak Power Warranties" do not cover any costs associated with installation, removal or re-installation of the PV-modules and (except as explicitly set forth in the final paragraph of Section 5) customs clearance or any other costs for return of the Module(s); .

(4) Warranty claims will not be honored if the type or serial number of the Phono Solar have been altered, removed or made illegible

4. Limitation of Warranty Scope

These warranty as set forth herein are expressly in lieu of and exclude 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 Phono Solar, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Phono Solar.

Phono Solar 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 Module(s), including, without limitation, any defects in the Module(s), or from use or installation. Under no circumstances shall Phono Solar be liable for incidental, on sequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded Phono Solar'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 Module(s).

5. Obtaining Warranty Performance

If the CUSTOMER has a justified claim covered by this "Limited Warranties for PV Modules", an immediate notification directly to Phono Solar shall be filed by mailing a registered letter in writing to the address of Phono Solar listed hereunder, or, sending an email letter to the email account of Phono Solar listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the Module(s) and the date on which the Module(s) have been delivered.

The return of any PV-modules will not be accepted unless prior written authorization has been given by Phono Solar. In connection with both the "Limited Module Warranties" and "Limited Peak Power Warranties", Phono Solar shall reimburse Customer for reasonable, customary and documented transportation charges by sea freight for both the return of the Module(s) and reshipment of any repaired or replaced Module(s), only if this cost is authorized by Phono Solar customer service department.

6. Severability

If a part, provision or clause of this "Limited Warranty for PV Modules", 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 "Limited Warranty for PV Modules", and to this end such other parts, provisions, clauses or applications of this "Limited Warranty for PV Modules" shall be treated as severable.

7. 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 or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by PHONO SOLAR.

8. Various

The repair or replacement of the Module(s) or the supply of additional Module(s), does not cause the beginning of new warranty terms, nor shall the original terms of this "Limited Warranty for PV-Modules" be extended. Any replaced Module(s) shall become the property of Phono Solar made for their disposal. Phono Solar has the right to deliver another type (different in size, color, shape and/or power) in case Phono Solar discontinued producing the replaced Module(s) at the time of the claim.

9. Warranty Transfer

This warranty is transferable when the Module remains installed in its original location at the warranty registration.

10. Force Majeure

Phono 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 "Limited Warranty for PV Modules", due to 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 such Phono Solar. In such cases, performance by Phono Solar of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

1 "Peak Power at STC" is the power in Watt peak that a PV- module generates in its Maximum Power Point.

"STC" are as follows:

(a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per m² and (c) a cell temperature of 25 degree centigrade at right angle irradiation.

The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of Phono Solar valid at the date of manufacture of the PV-modules.

Contact

PHONO SOLAR TECHNOLOGY CO., LTD.

Address : SUMEC Industry Park, Nanjing Hi-Tech Zone, Pukou District, Nanjing, China 210032

Tel : 86 25 5864 2759

Fax : 86 25 5863 8009

Web : <http://www.phonosolar.com>

Email : info@phonosolar.com

Nanjing of China, Jan. 01, 2011

Part B:Micro-inverter warranty

EXELTECH AC MODULE LIMITED WARRANTY

This warranty applies to AC Module equipment with part numbers beginning AC2.

1. Limited Product Warranty

Five (5) Year Repair, Replacement or Refund Remedy .Exeltech, with offices at 7317 Jack Newell Blvd North, Fort Worth, TX 76118- 7100 ("Exeltech"), warrants to the first consumer purchaser ("the Buyer") that for five (5) years from the date of purchase by the Buyer, its AC Module, when shipped in its original container, shall be free from defects in materials and workmanship under normal application, installation, use, and service conditions. If the AC Module fails to conform to this warranty, then for a period ending five (5) years from date of purchase by the Buyer, Exeltech will, at its option, either repair or replace the product, or refund the purchase price as paid by the Buyer ("Purchase Price"). The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the five (5) year period set forth herein. For a term of 20 years, should the inverter fail, a replacement inverter will be provided for a nominal shipping and handling fee.

2. Exclusions and Limitations

- a) Warranty claims must in any event be filed within the applicable Warranty period.
- b) The Limited Warranties do not apply to any AC Modules which in Exeltech's absolute judgment have been subjected to: misuse, abuse, neglect or accident; alteration, improper installation or application; non-observance of Exeltech's installation, users and/or maintenance instructions; repair or modifications by someone other than an approved service technician of Exeltech; power surges, lightning, flood, fire, accidental breakage or other events outside Exeltech's control.
- c) The Limited Warranties do not cover any transportation costs for return of the AC Modules, or for reshipment of any repaired or replaced AC Modules, or costs associated with installation, removal or reinstallation of the AC Modules.
- d) Warranty claims will not apply if the type or serial number of the AC Modules is altered, removed or made illegible.
- e) Warranty claims will not apply when: the product is installed in a mobile or marine environment, or in abnormal environmental conditions (such as acid rain or other pollution); the components in the construction base on which the module is mounted are defective; external corrosion, mold discoloration, or the like occurs; the product has been moved from its original installation; or the product is installed in a location other than North America and South America, unless expressly authorized in writing by Exeltech.

3. Limitation of Warranty Scope

SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE 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 EXELTECH, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING, SIGNED, AND APPROVED BY EXELTECH. EXELTECH 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 PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL EXELTECH BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED. EXELTECH'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO EXELTECH BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

4. Obtaining Warranty Performance

If you feel you have a justified claim covered by this Limited Warranty, immediately notify the (a) Installer, who sold the AC-modules, or (b) any authorized Exeltech distributor, of the claim in writing, or (c) send such notification to Exeltech, 7317 Jack Newell Blvd North, Fort Worth TX 76118-7100, directly.

In addition, please enclose evidence of the date of purchase of the AC Module. If applicable, your installer or distributor will give advice on handling the claim. If further assistance is required, please write to Exeltech for instructions. The return of any AC Modules will not be accepted unless prior written authorization has been given by Exeltech.

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