

PHOTOVOLTAIC MODULE LIMITED WARRANTY

Changzhou Trina Solar Energy Co. LTD (hereafter is simplified as “Trina Solar”) warrants to the first purchaser that this Trina brand product **TSM-160D, TSM-165D, TSM-170D, TSM-175D, TSM-180D, TSM-185D** (the product), when shipped in its original container, will be free from defective workmanship and materials under normal application, installation, use and service conditions., and agrees that it will, at its option, either repair the defect or replace the defective Product or part thereof with a new or remanufactured equivalent at no charge to the purchaser for parts or labor for the period(s) set forth below.

This warranty does not apply to any appearance items of the Product nor to the additional excluded item(s) set forth below nor to any Product the exterior of which has been damaged or defaced, which has been subjected to misuse, abuse, abnormal service or handling, or which has been altered or modified in design or construction.

In order to enforce the rights under this limited warranty, the purchaser should follow the steps set forth below and provide proof of purchase to Trina Solar.

The limited warranty described herein is in addition to whatever implied warranties may be granted to purchasers by law. ALL IMPLIED WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE ARE LIMITED TO THE PERIOD (S) FROM THE DATE OF DELIVERY SET FORTH BELOW.

Neither the sales personnel of Trina Solar nor any other person is authorized to make any warranties other than those described herein, or to extend the duration of any warranties beyond the time period described below on behalf of Trina Solar.

The warranties described herein shall be sole and exclusive warranties granted by Trina Solar and shall be the sole and exclusive remedy available to the purchaser. Correction of defects, in the manner and for the period of time described herein, shall constitute complete fulfillment of all liabilities and responsibilities of Trina Solar to the purchaser with respect to the Product and shall constitute full satisfaction of all claims, whether based on contract, negligence, and strict liability otherwise. In no event shall Trina Solar be liable, or in any way responsible, for any damages or defects in the Product which were caused by repairs or attempted repairs performed by anyone other than Trina Solar or authorized service providers. Nor shall Trina Solar be liable or in any way responsible for any incidental or consequential economic or property damage.

TRINA SOLAR´ s aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the purchaser, for the single unit of MODULE.

WARRANTY PERIOD FOR THIS PRODUCT:

The warranty period for material defects and workmanship is two years from the date of delivery.

The warranty period with respect to power output continues for a total of 25 years from date of delivery, the first 10 years at 90% of the power output as specified at the date of invoice in TRINA SOLAR´ s Product Specification,

provided that such loss in power is determined by TRINA SOLAR (at its sole and absolute discretion) to be due to defects in material or workmanship at STC and the balance of 15 years at 80% of the power output as specified at the date of invoice in TRINA SOLAR´ s Product Information Sheet, provided that such loss in power is determined by TRINA SOLAR (at its sole and absolute discretion) to be due to defects in material or workmanship at STC. This warranty is transferable when product remains installed in original location at the time of product warranty registration.

Additional Item(s) Excluded from Warranty Coverage

Warranty coverage does not apply when:

- a) The Product is improperly installed or abused or misused
- b) The Product is installed in a mobile or marine environment, subjected to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution),
- c) The components in the construction based on which the module is mounted are defective
- d) External corrosion, mold discoloration or the like occurs
- e) Defects caused by the Product being subjected to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening or repair, repair by use of unauthorized spare parts, accident, force of nature (such as lightning strike), influence from chemical product or other acts beyond Trina Solar reasonable control (including but not limited to damage by fire, flood, etc.)
- f) Death or injury to persons resulting from any cause other than negligence of Trina Solar, its employees or representatives; and
- g) Incidental, consequential or special damages such as loss of use, loss of profits, revenues, business, goodwill, damage to reputation or expensed payable to a third party.

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The repair or replacement of the MODULES or the supply of additional MODULES, does not cause the beginning of new warranty terms, nor shall the original terms of this “PHOTOVOLTAIC MODULE LIMITED WARRANTY” be extended. Any replaced MODULES shall become the property of TRINA SOLAR made for their disposal. TRINA SOLAR has the right to deliver another type (different in size, color, shape and/or power) in case TRINA SOLAR discontinue producing the replaced MODULES at the time of the claim.

Force Majeure

TRINA SOLAR shall not be responsible or liable in any way to the purchaser or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this “PHOTOVOLTAIC MODULE LIMITED WARRANTY”, due to acts God, war, riots, strikes, unavailability of suitable and sufficient

labor, material, or capacity or technical or yield 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 MODULES or the claim.

What to do to claim warranty:

If the purchaser feels a justified claim covered by this “PHOTOVOLTAIC MODULE LIMITED WARRANTY”, an immediate notification directly to TRINA SOLAR at the address shown below shall be filed. Together with the notification, the purchaser should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the invoice on which the MODULES have been purchased.

Be sure to have Proof of Purchase available such as the receipt. The return of any PV-modules will not be accepted unless prior written authorization has been given by Trina Solar. If the purchaser ship the Product, be sure it is insured and packaged securely, Trina Solar will not be responsible for any transportation charge, customs clearance or any other costs for return of the MODULES, or for reshipment of any repaired or replaced MODULES, or costs related to installation, removal or reinstallation of the PV-modules.

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as TUV Rheinland in Cologne / Germany shall be involved to judge the claim finally. The final explanation right shall be borne by TRINA SOLAR.

Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed or made illegible.

Severability

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

Changzhou Trina Solar Energy Co. Ltd