

SHUNFENG INTERNATIONAL CLEAN ENERGY LIMITED

LIMITED WARRANTY FOR PV MODULES

Effective from January 1, 2017

Preface

Shunfeng Clean Energy (hereafter “SFCE”) guarantees that its Solar modules (hereafter “modules”) are designed and manufactured for a long design life span and provides the following limited warranty:

Xtreme Modules

XTR-YxxxP (xxx=285-345W, Y=F, 72 cells)

XTR-YxxxP (xxx=235-290W, Y=S, 60 cells)

XXX is a module power rating. YYY defines module variants as described in corresponding product datasheet.

For the standard solar module types listed above, Shunfeng Clean Energy (SFCE) shall WARRANT its Photovoltaic Solar Modules’ (MODULES) performance (i) starting from the date of sale with an Original Copy of the SFCE certifiable invoice (SALES DATE) to the first customer installing (for their own use) the MODULES (CUSTOMER) or (ii) starting at the latest 12 months after MODULES dispatch from the SFCE factory, whichever occurs earlier (the WARRANTY START DATE).

1. Limited Product Warranty

SFCE warrants that its MODULES to be free from defects in materials and workmanship under normal conditions of use, installation, and maintenance. If, within 12 years commencing from WARRANTY START DATE, damages or defects occur in the cause of use due to the use of inferior materials and /or bad workmanship, confirmed by SFCE, SFCE will, at its sole discretion, repair or replace the MODULE (s), or refund the purchase price within the above specified period. Repair, replacement, and refund of the purchaser price are the only and exclusive performances guaranteed under this “Limited Product Warranty” which is limited to the above specified period.

2. Limited Peak Power Warranty

2.1 Warranted Percentages of Nominal Power Output

- For poly module, 97.5% in the first year, thereafter, for years two (2) through twenty-five (25), 0.7% maximum decrease per year, ending with the 80.7% in the 25 th year after the defined WARRANTY STARTING DATE.

- For mono module, 97% in the first year, thereafter, for years two (2) through twenty-five (25), 0.7% maximum decrease per year, ending with the 80.2% in the 25 th year after the defined WARRANTY STARTING DATE.

At Standard Test Conditions (radiation 1000W/ m², spectrum AM=1.5, centigrade 25°C), SFCE will, at its sole discretion, repair or replace the MODULE (s), or deliver additional MODULE (s) to compensate the loss of the output, proved that such a loss of output is attributable to defects in material and/or workmanship by the diagnosis of SFCE.

Repair, replacement, and additional delivery are the only and exclusive performances guaranteed under this “Limited Peak Power Warranty” which is limited to the above specified period(s).

3. Exclusions and limitations

3.1 In any event, all warranty claims must be filed within the applicable warranty period.

3.2 The “Limited Product warranty” and the “Limited Peak Power Warranty” do not apply to any damaged MODULE (s) caused by:

- a. Negligence with storage, transport or handling;
- b. Non-observance of SFCE’s installation manual or maintenance instructions.
- c. Incorrectly operated, inappropriately used, or exposed to accidents;
- d. Alternation, improper installation or application;
- e. Repair or modification by someone other than an approved service technician of SFCE
- f. Outer impacts, for example, defective system design, configuration planning, or defective equipment part, appliances, system components like connecting cables, inventors, or mud on the front glass, pollution or damage due to smoke, salt, acid rain, etc;
- g. Use on mobile objects such as automobiles, ship, etc;
- h. Force of nature, force majeure, or other unforeseeable circumstances outside of the range of the influence of SFCE which include, without limitation, act of God, earthquake, typhoon, whirlwind, volcanic eruption, perils of the seas, flood, fire, lightning, snowstorm, strike, riot, war or warlike conditions etc;
- i. Unknown industry technical failures at the time of the delivery

3.3 Warranty claims will not be valid if the serial number of the MODULE (s) has been altered, removed or made illegible.

3.4 THIS “LIMITED WARRANTY FOR PV MODULES” 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 SFCE, UNLESS SUCH OTHER OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY SFCE. SFCE 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 SFCE 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. SFCE'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE AS PAID BY THE CONSUMER, FOR THE SINGLE UNIT OF MODULE.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING, WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU.

3.5 SFCE is not liable for any incidental, consequential, or punitive losses and/or damages.

3.6 The limited warranties do not apply to special or off grade modules.

4. Other Terms

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 "Limited Warranty for PV Modules" be extended. Any replaced MODULES shall become the property of SFCE for their disposal. SFCE has the right to deliver another type (different in size, colour, shape and/or power) in case SFCE has discontinued producing the replaced MODULES at the time of the claim.

5. Limitation of Warranty Scope

The above warranties replace as well as exclude all other explicit or implicit warranties-including but not limited to those from commercial law(s) and those of the suitability for a particular application, and all other obligations and liabilities on the part of SFCE Solar, unless those warranties, obligations and liabilities disclaimed herein are otherwise explicitly pledged by SFCE in written form.

6. Severability

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

7. Claims

If the CUSTOMER wishes to bring a claim under this "Limited Warranty for PV Modules", an

immediate notification shall be filed by the CUSTOMER directly to either:

- a. the installer company; or
- b. SFCE's authorized distribution partner, who supplied affected modules; or
- c. SFCE office in your region. Regional contact details of SFCE offices are listed under clause 12.
- d. by letter, facsimile or email, and the notification should specify name and address of CUSTOMER, name and address of installer and authorized SFCE distribution partner, the evidence of the claim with the affected Module type, affected quantity and corresponding serial numbers together with the date on which the MODULES have been purchased. The notification shall enclose copy of a related invoice document with stamp or signature of SFCE or its authorized distributor as part of the evidence.

The CUSTOMER shall bring a claim under this limited warranty immediately after discovery of breach of warranty and within the warranty period.

The return of any MODULES will not be accepted unless prior written authorization has been given by SFCE. –

To the extent permitted by law and subject to the last sentence in this clause, SFCE will, in its sole discretion, either refund CUSTOMER (based on purchase price and taking into account of depreciation) for the defective MODULES, or repair or replace the defective MODULES. In connection with both the "Limited Product Warranty" and "Limited Peak Power Warranty", SFCE shall reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both authorised return of defective MODULES and reshipment of any repaired or replaced MODULES, only if this cost is authorized by SFCE.

THE FOLLOWING STATEMENT APPLIES TO CUSTOMERS THAT ARE 'CONSUMERS' WITHIN THE MEANING OF THE AUSTRALIAN CONSUMER

LAW: The benefits given to the consumers in this warranty are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

8. Warranty Contact:

In case of questions regarding our products, quality and performance contact the regional headquarters or your nearest SFCE office which can be found at

SF Suntech Australia Pty Ltd

Add: Suite 1203, Level 12, Tower 2, 475 Victoria Avenue, Chatswood, NSW 2067 Australia

Tel: +61 8188 2450

Fax: +61 8188 2440

Email: services@sfce.com.au.

9. Disputes

In case of discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg /Germany or TUV Rhineland in Cologne/Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party.

No action, regardless of form, arising out of or in any way connected with this “Solar modules Limited Warranty”, maybe brought against SFCE more than one (1) year after the cause of Acton has accrued.

10. Validity

This “Limited Warranty for PV Modules” is valid for all MODULES dispatched from SFCE’s factories between 1st January 2017 and 31st December 2017, and be installed in Australia.

THIS “LIMITED WARRANTY FOR PV MODULES” WILL BECOME NULL AND VOID IF THE MODULE IS TRANSFERRED FROM THE ORIGINAL CONTINENT OF DESTINATION (E.G. NORTH AMERICA, EUROPE, ASIA, AUSTRALIA, AFRICA OR SOUTH AMERICA) WITHOUT WRITTEN PERMISSION FROM SFCE. ALL CUSTOMERS, DIRECT AND INDIRECT, ARE HEREBY NOTIFIED OF SUCH POTENTIAL NULLIFICATION.

(All explanation rights belong to SFCE)