

Limited Warranty

for PV Modules

JASOLAR

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1. Limited Product Warranty

JA Solar Holdings Co., Ltd., and on behalf of its indirectly owned and controlled subsidiary, Shanghai JA Solar Technology Co., Ltd.-(hereinafter jointly referred to as "JA Solar") warrants its Photovoltaic Solar Modules (MODULES), 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 the option of JA Solar, 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.

Warranty Period for MODULES:

The warranty period for material defects and workmanship is 10 years (One hundred twenty months) from the date of initial purchase. This "Limited Product 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

10 years

If, within a period of ten (10) years from the date of initial purchase any MODULE(s) exhibits a power output less than 90% of the minimum "Peak Power at STC" as specified at the date of invoice in JA Solar's Product Information Sheet, provided that such loss in power is determined by JA Solar (at its sole and absolute discretion) to be due to defects in material or workmanship, JA Solar will replace such loss in power by either providing additional MODULES to the CUSTOMER to make up for such loss in power, or by replacing the defective MODULE(s) at the option of JA Solar.

25 years

If, within a period of twenty-five (25) years from the date of initial purchase any MODULE(s) exhibits a power output less than 80% of the minimum "Peak Power at STC" as specified at the date of invoice in JA Solar's Product Information Sheet, provided that such loss in power is determined by JA Solar (at its sole and absolute discretion) to be due to defects in material or workmanship, JA Solar will replace such loss in power by either providing additional MODULES to the CUSTOMER to make up for such loss in power or replacing the defective MODULE(s), at the option of JA Solar.

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 filed within the applicable warranty period.
- 2) The "Limited Product Warranty" and the "Limited Peak Power Warranty" do not apply to any MODULES which have been subjected to:

- Misuse, abuse, neglect or accident;
- Alteration, improper installation or application;
- Non-observance of JA Solar's installation manual and maintenance instructions;
- Repair or modifications by someone other than an approved service technician of JA Solar;
- Power failure surges, lighting, flood, fire, accidental breakage or other events outside JA Solar's control.

3) Both, the "Limited Product Warranty" and "Limited Peak Power Warranty" do not cover 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 associated with installation, removal or reinstallation of the PV-modules.

4) "Limited Product Warranty" does not apply to any appearance items of the Product.

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

4. Limitation of Warranty Scope

These "Limited Warranties for PV Modules" 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 JA Solar, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by JA Solar. JA 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 MODULES, including, without limitation, any defects in the MODULES, or from use or installation. Under no circumstances shall JA Solar be liable for incidental, consequential or special damages, however caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. JA 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 MODULES.

5. Obtaining Warranty Performance

If the CUSTOMER feels a justified claim covered by this "Limited Warranty for PV Modules", an immediate notification directly to JA Solar shall be filed by mailing a registered letter in writing to the address of JA Solar listed hereunder, or, sending an email letter to the email account of JA 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 invoice on which the MODULES have been purchased. JA Solar shall be allowed reasonable time to process the claim upon receipt of the written notification from the CUSTOMER.

The return of any MODULE(s) will not be accepted unless prior written authorization has been given by JA Solar following its analysis.

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. Various

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 JA Solar made for their disposal. JA Solar has the right to deliver another type (different in size, color, shape and/or power) in case JA Solar discontinued producing the replaced MODULES at the time of the claim.

8. Warranty Transfer

This warranty is transferable when the product remains installed in its original location at the warranty registration. Prior written notice shall be submitted to JA Solar from its original CUSTOMER before the reassignment.

9. Force Majeure

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

"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
- (c) Cell temperature of 25 degree centigrade at right angle irradiation
- (d) Measuring accuracy: ±3%

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 JA Solar valid at the date of manufacture of the PV-modules.