

Thaisun Green Energy Limited Warranty for PV Modules

Effective from 1st Jan, 2016

Thaisun Green Energy Co.,Ltd(hereafter refer to "Thaisun") issues the following limited warranty to the customer installing (for its own use) any Photovoltaic Modules (PV Modules) of our company.

Thaisun Standard PV Module Products ("MODULES") covered by this Limited Warranty for PV Modules ("Warranty") are:

TSG60-XXXM (XXX = 250, 255, 260, 265, 270,275,280)

TSG72-XXXM (XXX = 300, 305, 310, 315, 320,325, 330)

TSG60-XXXP (XXX = 250, 255, 260, 265, 270)

TSG72-XXXP (XXX = 300, 305, 310, 315, 320)

For the standard solar modules type listed above, Thaisun warrants its Photovoltaic Solar Modules (MODULES)'s performance starting from the date of delivery from China.

1. Limited Product Warranty – 12 year Repair, Replacement or Refund Remedy

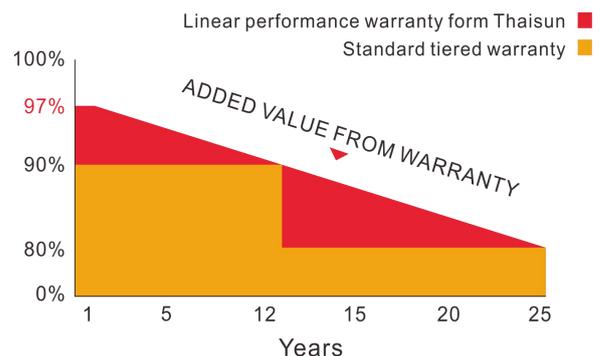
Thaisun warrants its Photovoltaic Solar Modules (MODULES), including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If MODULES fail to conform to this warranty, during the period of one hundred forty four (144) months from the WARRANTY START DATE, Thaisun will, at its sole option, either repair or replace product or refund the current market price of the MODULES. The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the "Limited Product Warranty" and shall not extend beyond the period set forth herein. 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. 25 year Limited Peak Power Warranty

Thaisun guarantees that for a period of 25 years the module will maintain a performance as set forth below:

A: In the 1st year after the WARRANTY START DATE, Thaisun guarantees the actual power output of the module will be no less than 97% of the labeled power output.

B: From year 2 to year 25 after the WARRANTY START DATE, the actual annual power decline





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will be no more than 0.7%

C: By the end of year 25 after the WARRANTY START DATE, the actual power output will be no less than 80.2% of the labeled power output.

The actual power output of the module shall be determined for verification using Standard Testing Conditions only. The actual power output is either carried by a Thaisun facility or By a Thaisun recognized 3rd party testing institute. Testing equipment tolerances will be applied to all actual power output measurements.

In the event it is determined that there is a negative deviation of actual performance from the warranted values then Thaisun, at its option, will compensate for such loss in power by either providing to the Buyer additional modules to make up the total wattage loss, or by repairing or replacing the modules or providing to the Buyer financial compensation for the reduced performance of the module.

3. Exclusions and Limitations

- (A) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.
- (B) 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 Thaisun’s installation and maintenance instructions;
 - Repair or modifications by someone other than an approved service technician of Thaisun;
 - Power failure surges, lighting, flood, fire, accidental breakage or other events outside Thaisun’s control.
- (C) Both the “Limited Product Warranty” and “Limited Peak Power Warranty” 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 MODULES.
- (D) 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 Warranty for PV Modules” as set forth herein is 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 Thaisun, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Thaisun. Thaisun 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 related to the MODULES, including, without limitation, any defects in the MODULES, or from use or installation.



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Under no circumstances shall Thaisun 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. Thaisun'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.

5. Obtaining Warranty Performance

This warranty is applicable only to customers who have purchased the PV Modules directly from Thaisun. To have any right under this warranty, customer shall first need to provide documented proof that the PV Modules were purchased directly from Thaisun.

If the CUSTOMER has a justified claim covered by this "Limited Warranty for PV Modules", an immediate notification directly to Thaisun by sending an email letter with claim form to the email account of Thaisun 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 MODULES have been purchased.

The Return of any PV-modules will not be accepted unless prior written authorization has been given by Thaisun. In connection with both the "Limited Product Warranty" and "Limited Peak Power Warranty", Thaisun 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, only if this cost is authorized by Thaisun customer service department.

6. Severability

If a part, provision or clause of this "Limited Warranty for PV Modules", or the application there of 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 of Germany, TUV Rheinland in Cologne of Germany shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded.

8. Various.

The repair or replacement of the MODULES or the supply of additional MODULE(S), do 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 Thaisun made for their disposal. Thaisun has the right to deliver another type (different in size, color, shape and/or power) in case Thaisun discontinued producing the replaced MODULES at



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the time of the claim.

9. Force Majeure

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

10. Validity.

This Limited Warranty shall be valid for all MODUELS produced and dispatched from Thaisun's factories from 1th Jan, 2016.

This "Limited Warranty" shall be valid until a new vision is issued by Thaisun.

Note:

1. "Nominal Power in Data sheet" is the power in Watt peak that a PV-module generates in its Maximum Power Point under STC condition.
2. "STC"are as follow:
 - (a) light spectrum of AM 1.5,
 - (b) an irradiation of 1,000W/m²
 - (C) a cell temperature o 25degree Centigrade.

The measurements are carried out in accordance with IEC61215 as tested at the connectors or junction box terminals per calibration and testing standards of Thaisun valid at the date of manufacture of the PV-Modules. Thaisun's calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.



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