

## LIMITED WARRANTY

Anhui Titan PV Co., Ltd (hereafter "TITAN") provides hereby following limited warranty on the terrestrial photovoltaic modules produced by it ("modules" hereafter), according to the terms and conditions stipulated below.

1. LIMITED WARRANTY OF MATERIAL AND WORKMANSHIP ("PRODUCT WARRANTY" HEREAFTER) TITAN warrants that the modules are free from defects in material and workmanship under normal conditions of use, installation, and maintenance, within a period of fifteen (15) years from the date of delivery. If a module is found defective in material and / or process, TITAN will repair or replace or compensate the Buyer by modules, at the option of TITAN.

2. LIMITED WARRANTY OF OUTPUT ("OUTPUT WARRANTY" HEREAFTER)

The tolerance between the Label Power and Flash Report is 0W~+5W. For example: Label Power is 170Wp, the Flash Reports should be 170Wp~175Wp or above. Based on the Flash Report supplied by the Manufacturer, the  $\pm 3\%$  retesting tolerance is acceptable. Based on the above two terms, TITAN warrants the output power of PV module is more than 90% in 10 years and 80% in 25 years. If the solar modules fail to conform to this warranty, TITAN will repair or replace or compensate the loss power by modules, at the option of TITAN. Repair, replacement, and additional delivery are the only and exclusive performances guaranteed under this Output Warranty which is limited to the above specified period(s).

3. WARRANTY EXCLUSIONS AND LIMITATIONS

The above limited warranties are not applicable should TITAN determines, at its sole discretion, that the module has been incorrectly operated, or inappropriately used. Or exposed to accidents, or damaged by misuse, by modification, by unsuitable installation or use, by negligence with storage, transport or handling, or repaired or modified – in whatever manner – by anyone other than TITAN or its authorized third party.

Further exclusions of the limited warranties include defects:

caused by outer impacts, e.g. defective equipment part, appliances, system components like bypass diodes, connecting cables, invertors, or the like, which have been coupled with the module by anyone other than TITAN, or caused by defective system design, configuration, or installation planning.

caused by faulty wiring or installation, or faulty handling during these works;

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caused by operation in inappropriate environment or with inappropriate methods, which deviated from the instructions in product specification, and/or operational manual and/or label;

caused by other external impacts such as mud on the front glass, pollution or damage due to smoke, salt, acid rain, etc .

caused by use on mobile objects such as automobiles, ship, etc .

caused by force of nature, force majeure, or other unforeseeable circumstances outside of the range of the influence of TITAN, for instance, earthquake, typhoon, whirlwind, volcanic eruption, flood, lightening, snow damage, etc .

Then above warranties replace as well as exclude all other explicit or implicit warranties including but not only including-those from commercial law(s) and those of the suitability for a particular application , and all other obligations and liabilities on the part of TITAN , unless those warranties , obligations and liabilities disclaimed herein are otherwise explicitly pledged by TITAN in written form . TITAN is not liable for any incidental, consequential, or positive losses and/or damages.

#### 4. GENERAL TERMS

TITAN reserves the right to deliver another type of module with difference in size, form, color, and/or output if the type of the reclaimed module is no longer produced at the time of complaint. The repair, replacement, or additional delivery of the module neither renews nor extends the period of the warranties. The replaced module is the property of TITAN.

#### 5. OBTAINING WARRANTY PERFORMANCE

If “the Customer” feels he/she has a justified claim covered by this limited Warranty. He/She must immediately notify the (a) dealer, who sold the PV-modules, or (b) any authorized “TITAN” distributor, of the claim in writing, or (c) send such notification directly to “TITAN”. Together with the notification “the Customer” should enclose evidence of the date of sale on which the Solar Products have been purchased. If applicable,” the Customer’s” dealer or distributor will give advice on handling the claim.

In case of a proven defect within the first fifteen years after the date of sale to the original end-user (according to the China warranty-law), “TITAN” will repair or replace the defective product. All kinds of claimed modules are collected and warehoused at no cost at the site of “TITAN” distributor. They will be collected several times during the year by “TITAN”.

The limited Warranties do not cover any transportation costs for return of the PV-modules, or for reshipment of any repaired or replaced PV-modules, or cost associated with installation, removal or reinstallation of the PV-modules. Warranty claims will not be honored if the type of serial number of the PV-modules have been amended, removed or made illegible.

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## 6. SEVERABILITY

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

## 7. DISPUTES

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

In case of discrepancy in a warranty-claim, a first-class international test-institute such as Framhofer ISE in Freiburg / Germany or TUV Rheinland in Cologne/Germany shall be involved to judge the claim finally.

## 8. CLAIMS

If you believe that a claim is unambiguously justified, please inform TITAN i immediately. TITAN accepts No delivery of a reclaimed module without the explicit request from TITAN itself.

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