

天威新能源（成都）光伏组件有限公司

光伏组件产品质量保证书

Tianwei New Energy (Chengdu) PV Module Co., Ltd.

Limited Warranty for PV Modules

为了维护客户和天威新能源有限公司双方的利益，并维持良好的合作，天威新能源有限公司对本公司的光伏组件产品作以下质保承诺。以下系列组件是天威新能源（成都）光伏组件有限公司所承保。

In order to ensure the benefits of both Buyers and Tianwei (hereafter referred to as the “Supplier”) and to maintain favorable cooperative relations, Supplier makes the following limited warranty on its photovoltaic module products (the “Products”).

Tianwei New Energy (Chengdu) PV Module Limited Warranty covers the following listed standard PV module types:

TWXXX(23)P	(XXX=150~190)
TWXXX(26)P	(XXX=180~215)
TWXXX(28)P	(XXX=180~240)
TWXXX(35)D-1	(XXX=160~190)
TWXXX(35)D-2	(XXX=160~200)
TWXXXP48-HA2	(XXX=160~190)
TWXXXP54-GA2	(XXX=180~220)
TWXXXP60-FA2	(XXX=200~240)
TWXXXP72-EA2	(XXX=245~290)

1. 产品质量保证 Quality Warranty

1.1 天威新能源有限公司将向买方提供经过TUV等相关机构认证过的光伏组件产品(买方同意的有特殊要求的产品除外);同时,产品外观符合买方与天威新能源有限公司约定的外观标准。

Supplier will provide the Buyer with Products certified by the relevant authorities such as TUV, UL, CEC (except for the products specially required by the Buyer).

1.2 在买方对产品合适的搬运、安装、使用、环境及维护条件下,天威新能源有限公司自与买方交货之日起五年以内,确保所售产品符合1.1 所述内容。

Subject to proper handling, installation, use, environment and maintenance conditions provided by the Buyer for the Products, Supplier warrants that, for five years from the date of delivery by Supplier, to the Buyer, the Products will operate in substantial conformance with the Specifications stated 1.1.

1.3 在买方对产品合适的搬运、安装、使用、环境及维护条件下,自交货之日起五年以内(以买方出示原始交货及付款凭证为准),如果发现产品出现与1.1 所述内容不相符合,为减小产品问题可能继续恶化后对双方造成的损失,买方必须在一天内通知天威新能源有限公司,天威新能源有限公司将会在接到买方的问题报告后,及时处理。

If a Product is determined not to be in substantial conformity with the Specifications stated in 1.1 during the five year warranty period (subject to the original delivery and payment voucher presented by the Buyer), Buyer will notify Supplier within one (1) business days. Then Supplier, if it confirms Buyer's position of substantial non-conformity, will response the buyer within 7 business days.

1.4 对于超出五年质保期的问题(以买方出示原始交货及付款凭证为准),天威新能源有限公司将会在双方协商一致的情况下提供有偿服务。

For the problems beyond five-year warranty period (subject to the original delivery and payment voucher presented by the Buyer), Supplier will provide paid service by agreement of both parties.

1.5 组件损坏补偿金:根据组件的购买价格,以购买后每年递减5%的比例计算,直到质保期条款执行完毕。

Calculated by an annual diminishing rate 5%, based on agreement price, until the expiration date of the warrantee.

2. 功率保证 Performance Warranty

2.1 交货组件功率的测量应该在标准测试条件下进行，即光强 1000 W/m^2 ，温度 25°C ，大气质量AM1.5。

The DC power of a Product shall be tested under standard test conditions which are: light intensity 1000 W/m^2 , temperature 25°C , AM 1.5.

2.2 买方必须保证对产品合适的搬运、系统设计、安装、使用、环境及维护。

The Buyer shall ensure proper transport, system design, installation, use, environment and maintenance for the Products.

2.3 组件功率 Power of Module:

- a) 单晶组件：自系统安装并正常运行第一年，输出功率不小于该产品最低输出功率的97%；第二年，输出功率不小于该产品最低输出功率的96%；以后平均每年输出功率衰减不大于该产品输出功率的0.6%；25年后产品输出功率不小于其最低输出功率的82.2%；

Monocrystalline module: within the first year from the date of installation, the output power shall not be less than 97% of the Product's minimum output power as set forth in the Specifications. Within the second year, the output power shall not be less than 96% of the Product's minimum output power as set forth in the Specifications. In the following years, the loss of average annual output power shall not be exceed 0.6% of the Product's output power as set forth in the Specifications. After 25 years, the Product's output power shall not be less than 82.2% of its minimum output power as set forth in the Specifications.

- b) 多晶组件：自系统安装并正常运行第一年，输出功率不小于该产品最低输出功率的98%；第二年，输出功率不小于该产品最低输出功率的97.5%；以后每年平均输出功率衰减不大于该产品输出功率的0.7%；25年后产品输出功率不小于其最低输出功率的82.4%；

Polycrystalline module: within the first year from the date of installation, output power shall not be less than 98% of the Product's minimum output power as set forth in the Specifications. Within the second year, the output power shall not be less than 97.5% of the Product's minimum output power as set forth in the Specifications. In the following years, the loss of average annual output power shall not be exceed 0.7% of the product's output power as set forth in the Specifications. After 25 years, the Product's output power shall not be less than 82.4% of its minimum output power as set forth in the Specifications.

2.4 如果在条款规定的时间内，组件的输出功率未达到以上约定的输出功率，天威新能源(成都)光伏组件有限公司将与买方一同分析原因，如果是天威新能源(成都)光伏组件有限公司的责任，天威新能源(成都)光伏组件有限公司将提供最好的补偿方案，如提供额外的组件，修复或者更换组件，或者赔偿补偿金等；

If the output power of the module does not meet the above levels within the time specified. The Supplier and the Buyer will jointly analyze the causes. If Supplier determines, in its reasonable discretion, that a Product is in breach of any warranty as set forth in the Specifications, then Supplier, as Buyer's sole and exclusive remedy, will at its option, (i) repair or replace the Product, or (ii) credit the Buyer an amount not to exceed the amount paid for the Product.

更换或者提供额外组件的质保，延续原始提供的组件的质保期限。如果当时提供的产品已经停止生产，天威新能源有限公司将提供正在生产的标准产品作为补偿。

The warranty period of original Product shall be considered as the warranty period of any replacement Product and repaired Product. If the production of a Product has been terminated, Supplier will provide a current standard Product as the replacement.

2.5 组件功率不足的补偿：组件实际总功率与该批次组件承诺总功率的差额部分，以提供相应功率组件的形式予以补偿。

Supplier's limitation of liability for the output power warranty will be that, supplier will make up the balance between the committed total output and the actual output by compensate the buyer additional modules accordingly.

3. 前提 Preconditions

3.1 由于闪电，洪水，瘟疫，地震等天气条件造成的自然灾害造成的损失除外。

The limited warranties do not cover any loss caused by natural disasters, such as lightning, flood, pestilence, earthquake or other weather conditions.

3.2 质保范围不包括退赔故障组件在路途上的运输费用，也不包括卸货产生的费用或者由此产生的重装费用。

The limited warranties do not cover the transport charges of the Products to be returned or unloading or reloading charges or other indirect charges.

3.3 组件产品的标识模糊不清的情况也不包含在质保范围内。

The limited warranties do not cover any Products if the type and serial number has been changed, deleted, removed or rendered illegible.

3.4 买方必须保证对产品合适的包装、搬运、存储、系统设计、安装、使用、环境及维护。

Buyer must ensure proper package, transport, storage, system design, installation, use, environment and maintenance for the Product. The limited warranties set forth above apply to Buyer only, and not to any of its buyers, and are not assignable or Warranty claims set forth above with respect to any Product must be filed prior to the applicable warranty expiration date for such Product.

4. 质保免责声明 Warranty Disclaimer

质保除以上明确的陈述，不包含此文件未书面文字提出的陈述，保证，警告以及其他显而易见，暗示，口头，以及其他书面文字。此免责包括质保条款（1）的商业暗示，条款（2）其他特殊目的，交易，贸易所涉及条款（3），都与条款（4）不冲突。

Except as expressly set forth above, the parties make no representations, warranties, or guarantees, either express or implied, oral or written, with respect to the product or otherwise, including without limitation any implied warranty (1) of merchantability, (2) of fitness for particular purpose, (3) arising from course of performance, course of dealing, or usage of trade, or(4) non-infringement.