Limited Warranty for PV Modules

Subject to the conditions, exclusions and limitations set forth below, China Sunergy (Nanjing) Co. ("CSUN") hereby grants the following Limited Warranty for PV Modules (collectively, the "Limited Warranty") to the original end user purchaser installing (for its own use) (the "Customer") any of the specified (and no other) brand models of solar photovoltaic modules listed below (the "Product(s)"):

1. Warranted Products

CSUNXXX-72M/P/MH/PH(XXX=290,295,300,305,310,315,320,325,330,335,340,345,350,355,360,365,370)
CSUNXXX-60M/P/MH/PH-DG(XXX=235,240,245,250,255,260,265,270,275,280,285,290,295,300,305,310)
CSUNXXX-54M/P/MH/PH-DG(XXX=210,215,220,225,230,235,240,245,250,255,260,265,270,275,280,285)
CSUNXXX-48M/P/MH/PH-DG(XXX=180,185,190,195,200,205,210,215,220,225,230,235,240,245,250,255)
CSUNXXX-36M/P/MH/PH -DG(XXX=135,140,145,150,155,160,165,185,190)
CSUNXXX-72M(XXX=190,195,200,205,210,215,220,225,230,235)
M - Monocrystalline module.
P -Polycrystalline module.

2. 10 Year Limited Product Warranty

CSUN warrants the Product(s) to be free from serious visual defects in materials and workmanship which defined in IEC61215, IEC61730,UL1703 or cause abnormal power output under normal application and use, installation and service conditions as specified in CSUN's installation manual for a period of ten (10) years from Warranty Start Date(as defined below). Claims under this warranty will be honored only if the Customer can provide the proof that said serious visual defects results exclusively from defects in materials or workmanship or cause abnormal power output occurred during the ten-year period of this warranty under normal application, use, installation and service conditions specified in CSUN's installation manual.

This Limited Warranty does not warrant a specific power output, which shall be exclusively covered under clause 3 hereinafter ("Limited Power Warranty").

Note: Ten years limited warranty for materials or workmanship just includes types of material provided by CSUN and does not include types of material provided by customers.

3. Limited Power Output Warranty

A. Under normal application, use, installation and service condition as specified in CSUN's installation manual, CSUN warrants that within a period of twenty-five (25) years after the Warranty Start Date

For Polycrystalline Products: within the first year, the output power shall not be less than 97.5 % of the minimum output power in CSUN's product datasheet, thereafter the loss of output power shall not exceed 0.7%per year, ending with 80.7% in the 25th year.

For Monocrystalline Products: within the first year, the output power shall not be less than 96.5 % of the minimum output power in CSUN's product datasheet, thereafter the loss of output power shall not exceed 0.68%per year, ending with 80.18% in the 25th year.

B. The DC power of a Product shall be tested at Standard Test Conditions (STC) by the third party accredited by CSUN(should be the same party with CSUN applied)which are: [a] light spectrum of AM 1.5, [b] an irradiation of 1,000 Watts per square meter and [c] temperature of 25±2 degrees Centigrade. The measurements are carried out at the junction box terminals per the calibration and testing standards of CSUN valid at the date of manufacture of the PV Modules in accordance with IEC61215 and IEC60904. The extended measurement uncertainty 2σ (Pmpp) is $\leq\pm3\%$.

C. The remedies set forth in Clause 7 are the sole and exclusive remedies provided under the limited Warranty. Customers shall notify CSUN or its authorized resellers in writing within 30business days after the date when the malfunction or defects provided under this warranty have been found.

D. If the modules are used in high-temperature and high-humidity environment, please see the related item in CSUN Crystalline Silicon PV Module Products Installation Manual (IEC Version).

4. Warranty Start Date

The Warranty Start Date shall be defined as the date of installation or 90 (ninety) days after the delivery by CSUN, whichever date is earlier.

5. Not Independent Warranties

The Customer has the right to pursue claims under each of the warranties set forth above; provided, however, that if claims arise under multiple limited warranties from a single incident, then if CSUN remedies such incidents as set forth above, CSUN shall be deemed to have resolved all applicable warranty claims arising from such incident.

6. Exclusions and Limitations

A. Warranty claims shall be filed in writing to CSUN or its authorized distributors within the applicable warranting period, without exception.

B. The Limited Warranty does not apply to any Products which have been subjected to:

(1) Alteration, repair or modification without the expressed, prior written consent of CSUN Solar. (2) Removal of Product(s) and reinstallation at a new site.

(3) Non-observance of CSUN's Installation and User Manual.Particularly in the installation and maintenance, the products are subject to violent collision and trampled by the operator, and products are collided, scratched or squeezed.

(4) Misuse, abuse, neglect, or accident in storage, transportation, handling, installation, application, use or service.

(5) Electrical surges, lightning, flood, fire, vandalism, tampering, accidental breakage, mold discoloration, or other events beyond CSUN's control, including without limitation any technological or physical event or condition that is not reasonably known or understood at the time the Customer purchased the Products.

(6) Installation on mobile platforms or in a marine environment; direct contact with corrosive agents or salt water; pest damage; or malfunctioning PV system components and other operating conditions, which are not expressly allowed in the Installation and User Manual.

(7) Alteration, removal or obliteration of the original Product label.

C. Warranty claim will not be honored if the type or serial number of the module(s) have been altered, removed or made illegible.

D. This "Limited Warranty for PV Modules" only applies for the conforming products.

E. Any additional Products provided, and any Product repaired or replaced, by CSUN under a warranty claim shall be covered by the same Limited Warranties and terms as the first Products purchased that were the subject of the claim; no warranty periods or terms shall be extended because of a warranty claim or remedy. CSUN shall make commercially reasonable efforts to replace defective Products with new or refurbished Products of the same or similar size and aesthetics but reserves the right to deliver another Product type in the event that CSUN has discontinued production of the Product type that is the subject of the warranty claim provided, that such other Product type is compatible to the Customer's PV System. Replaced Products and parts shall become the property of CSUN.

7. Repair, Replacement or Refund Remedy

A. If a Product, under normal application, use and service conditions, fails to conform to this 10 Year Limited Product Warranty during this ten-year period, as Customer's sole and exclusive remedy under this Limited Warranty, CSUN will, in its sole discretion, either, with regard to the applicable Products:

i. Refund the Actual Cash Value of the defective Product(s) or the current market price of the relevant new Product(s) , For this purpose the Actual Cash Value is defined as the price at the time of purchase of the Product(s) reduced by an amount equal to 3.5%of that price per each 365 day period (and 16% of that price for the first year) following Warranty Start Date until the conclusion of the twenty-fifth period;

ii. Repair the defective Product(s) at no charge; or replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge.

B. If a Product fails to conform to the Limited Power Output Warranty during the warranty period and if such decrease in power is due to defects in materials or workmanship under normal application, use and service conditions, as Customer's sole and exclusive remedy under this Limited Warranty, CSUN will, in its sole discretion, either, with regard to the applicable Products:

i. Repair the defective Product(s) at no charge; or replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge;

ii. Providing Customer with additional Products to make up for such decrease in power, provided, it is possible for the Customer to mount such additional Products; or

iii. Refunding the decrease in power, based on the Actual Cash Value.

In the event that CSUN opts for options A (ii) or B(i) or B(ii), CSUN shall bear all insurance and transportation charges (except air freight), customs clearance and any other costs for returning the defective Product(s) to CSUN and shipping the repaired or replaced Product(s) to Customer. The costs and expenses for their removal, installation or reinstallation shall remain with Customer.

8. Limitation of Warranty Scope

This Limited Warranties 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 CSUN, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by CSUN. CSUN 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 Product(s), including, without limitation, any defects in the module(s), or from use or installation. Under no circumstances shall CSUN be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are therefore specifically but without limitation excluded. CSUN′ s liability, if any, in damages or otherwise, shall not exceed the Actual Cash Value of the product(s) which is the subject of claim or dispute.

9. Transferability

This warranty is extended to the original end-user purchaser, and is transferable to any subsequent owner of the location or subsequent holder of the product when Product(s) remain at their original installed location upon satisfactory proof of succession or assignment.

10. Obtaining Warranty Performance

A. In order to obtain warranty service under the Limited Warranty, the Customer should promptly notify CSUN regional customer service center. Together with the notification,the Customer should enclose the evidence of the claim, such as the description of the defect, the complete serial number printed on the module label, the picture of the bar code, a copy of commercial invoice and the delivery date of its Products. Should the Products be returned for inspection, repair or replacement by CSUN, CSUN will provide the customer a Return Merchandise Authorization (RMA). CSUN will not accept the return of any modules without a RMA.

B. If CSUN determines that the Product is not defective or that a performance deficit is not covered under this warranty, CSUN will return the Product to Customer at Customer's expense and will have no further obligation for the repair, replacement, or refund.

Obtain CSUN customer service:
Add: No. 123, Focheng West Road, Jiangning E & T Development Zone, Nanjing, P. R. China PC: 211100
Tel: +86-25-5276 6666-6403
E-mail: Australia@chinasunergy.com
Website: www.chinasunergy.com

Australian Importer:

Goodhewsolar&Electrical
Add: Unit 15 & 16, 26 – 32 Weippin St, Cleveland QLD 4163
Primary contact: Gavin
Tel: 07 3286 1422
Email: Gavin@goodhewsolar.com.au
Website: www.goodhewsolar.com.au

Austra Energy Group
Add: 6/640-680 Geelong Road, Brooklyn VIC 3012
Primary contact: Johnny
Tel: 0401055323
Email: Johnny@austraenergy.com.au
Website: www.austraenergy.com.au

11. Force Majeure

CSUN shall not be in any way responsible or liable to the Customer or any third-party for matters arising from any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to fire, flood, blizzard, hurricane, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labor or materials and other events which are out of control of CSUN.

12. Additional Statement

This warranty is provided in addition to other rights and remedies held by a consumer at law. Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement of refund for a major failure and for compensation for any other reasonable 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.

13. Validity

This "Limited Power Warranty for PV Modules" is valid for module(s)dispatched from CSUN between Jan. 1st 2019 and Dec. 31st 2019.

Supplier: China Sunergy (Nanjing) Co., Ltd.