

# Warranty Letter

**BYD (Shangluo) Co., Ltd.**, a corporation duly organized and existing under the laws of P.R. China, with its registered office at Shahezi Industrial Park, Shangdan Industrial Town, Shangluo Shanxi, 726000, P.R.China (hereinafter referred to as “BYD”) hereby makes limited quality warranty regarding to its Solar Panel as follows.

## 1. WARRANTY SCOPE AND SPECIFICATIONS

### 1.1 Warranty scope.

BYD standard Solar Panel product model names covered under this Warranty Letter are as follows:

#### 1.1.1 Amorphous Silicon Solar Panel:

5" Amorphous Silicon Solar Panel:

72 slices: BYD \*\*\*M5-36 (\*\*\*=160, 165, 170, 175,180, 185, 190)

54 slices: BYD \*\*\*M5-27 (\*\*\*=120, 125, 130, 135,140, 145)

36 slices: BYD \*\*\*M5-18 (\*\*\*=080, 085, 090, 095)

#### 1.1.2 Polycrystalline Silicon Solar Panel:

6" Polycrystalline Silicon Solar Panel:

72 slices: BYD \*\*\*P6-36 (\*\*\*=240, 245, 250, 255,260, 265, 270, 275, 280,290)

60 slices: BYD \*\*\*P6-30 (\*\*\*=200, 205, 210, 215,220, 225, 230, 235, 240)

36 slices: BYD \*\*\*P6-18 (\*\*\*=120, 125, 130, 135,140, 145)

5" Polycrystalline Silicon Solar Panel:

72 slices: BYD \*\*\*P5-36 (\*\*\*=160, 165, 170, 175,180, 185, 190)

54 slices: BYD \*\*\*P5-27 (\*\*\*=120, 125, 130, 135,140, 145)

36 slices: BYD \*\*\*P5-18 (\*\*\*=080, 085, 090, 095)

1.2 Solar Panel specifications shall be in accordance with any BYD’s relevant specification documents.

1.3 With respect to the power stated for each Solar Panel, this is determined according to following measurement conditions:

- (1) a radiation of 1000 W/m<sup>2</sup>; and (2) spectral distribution at 1.5 AM (Atmospheric Mass); and (3) cell temperature of 25°C.

## 2. LIMITED WARRANTY

### 2.1 Limited Warranty of Material and Workmanship

BYD warrants that the Solar Panel, including related direct current connector and cable, is free from defects in material and workmanship under normal conditions of use, installation, and maintenance, within a period of sixty (60) months from the date of delivery. In the event that any Solar Panel is found to be defective in material or workmanship during such period, BYD shall, upon its confirmation, repair, replace such Solar Panel, or refund the price customer paid for the Solar Panel, or refund customer at market price, whichever is lower, at its own option.

## 2.2 Limited Warranty of Output

BYD may, at its sole option, either (1) provide additional Solar Panel to make up for such loss in power (according to the proportion of service time); or (2) replace the defective Solar Panel; or (3) refund customer the cost of the balance between the actual power output and the standard power output specified in BYD's product specifications, at market price, or in proportion of the price customer paid for the Solar Panel, whichever is lower, in the following circumstances:

- 2.2.1 within a period of five (5) years from the date of delivery, any Solar Panel exhibits a power output less than 95% of the minimum "Peak Power at standard test conditions" as specified as of the delivery date in BYD's product specifications, provided that such loss in power is determined by BYD to be due to defects in material or workmanship; or
- 2.2.2 within a period of ten (10) years from the date of delivery, any Solar Panel exhibits a power output less than 90% of the minimum "Peak Power at standard test conditions" as specified as of the delivery date in BYD's product specifications, provided that such loss in power is determined by BYD to be due to defects in material or workmanship; or
- 2.2.3 within a period of fifteen (15) years from the date of delivery, any Solar Panel exhibits a power output less than 85% of the minimum "Peak Power at standard test conditions" as specified as of the delivery date in BYD's product specifications, provided that such loss in power is determined by BYD to be due to defects in material or workmanship; or
- 2.2.4 within a period of twenty (25) years from the date of delivery, any Solar Panel exhibits a power output less than 80% of the minimum "Peak Power at standard test conditions" as specified as of the delivery date in BYD's product specifications, provided that such loss in power is determined by BYD to be due to defects in material or workmanship.

2.3 In the circumstances of any replace, BYD shall be entitled to deliver another type

of Solar Panel or any part of it with difference in size, form, color or output, in the event that the type of the reclaimed Solar Panel or parts is no longer produced at the time of claim.

### **3. WARRANTY EXCLUSION AND LIMITATION**

In the following circumstances, BYD shall not assume any liabilities for its Solar Panel.

- 3.1 Customer claims warranty service after warranty period.
- 3.2 Normal wear-down of Solar Panel.
- 3.3 Serial number and/or label of Solar Panel or any part of it which has been amended, removed or made illegible.
- 3.4 Any damage caused by transport incidents (based on the international rules for the interpretation of the commercial terms established by the International Chamber of Commerce, INCOTERMS 2000), unless otherwise agreed by both BYD and customer.
- 3.5 Any quality issues arising from inappropriate storage, installation, use or maintenance that do not conform to BYD's relevant instructions.
- 3.6 Any quality issues arising from any inappropriate amendment, alteration or maintenance to Solar Panel without BYD's prior written consent.
- 3.7 Any quality issues arising from use in the environment that does not conform to BYD's specifications or instructions.
- 3.8 Any quality issues arising from force majeure, including but not limited to earthquake, typhoon, volcanic eruption, flood, snow damage.
- 3.9 Furthermore, BYD shall not be responsible for any warranty made by customer to any third party, which is beyond the limited warranty set forth in this Warranty Letter.

### **4. PERFORMANCE OF WARRANTY SERVICE**

4.1 In the event that customer claims any warranty service which is covered by this Warranty Letter, customer shall immediately notify BYD in written through below contact information:

Tel:

E-mail:

Address:

4.2 BYD shall inform customer as soon as the contact information set above updates.

4.3 Together with customer's written notice, customer shall enclose evidence of any defect of the Solar Panel, and the certification that Solar Panel has been purchased by customer.

## **5. LIMITATION OF LIABILITY**

5.1 BYD is not responsible for any injury, death or financial loss incurred from installation, use of the Solar Panel.

5.2 BYD is not responsible for any incidental, consequential, indirect or punitive losses and/or damages arising hereof.

5.3 Under any and all circumstances, BYD's entire liability for indemnification or breach of warranty shall not be greater than the total amount paid by customer to BYD for the Solar Panel.

## **6. GENERAL**

6.1 BYD shall not accept any return of sold Solar Panel or any part of it by customer without BYD's prior written consent.

6.3 Any repair, replacement, or additional delivery of Solar Panel or any part of it will not prolong the warranty period specified in this Warrant Letter.

6.4 In the event that customer claims warranty service, as repair or replacement after warranty period, BYD shall charge relevant fees.

6.5 BYD shall assign or transfer its warranty obligations under this warranty letter to any third party, with prior written notice to customer.

6.6 Any dispute arising out of discrepancy in a warranty claim, shall be submitted to and finally resolved by a first-class international test institute such as Fraunhofer ISE in Freiburg, Germany; TÜV Rheinland in Cologne, Germany; or ASU Arizona State University in USA. Furthermore, such institute shall be appointed by both BYD and customer. All fees and expenses shall be born by the losing party.

6.7 No action, regardless of form, arising out of or in any way connected with this warranty letter, shall be brought up later than one (1) year after the cause of action has accrued.

## **7. Application**

This Warranty Letter shall be applicable from the date \_\_\_\_\_, 2010, and shall apply to all BYD Solar Panel manufactured from that date, and remain valid until

BYD updates this Warranty Letter with written notice.