

## Limited Warranty for PV Modules

Subject to the conditions, exclusions and limitations set forth below, Vietnam Sunergy Joint Stock Company (“VSUN”) 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. 12YearLimitedProductWarranty

VSUN warrants the Product(s) to be free from serious visual defects in materials and workmanship or cause abnormal power output under normal application and use, installation and service conditions as specified in VSUN’s installation manual for a period of twelve (12) 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 twelve-year period of this warranty under normal application, use, installation and service conditions specified in VSUN’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: Twelve years limited warranty for materials or workmanship just includes types of material provided by VSUN and does not include types of material provided by customers.

### 2. Limited Power Output Warranty

- A. Under normal application, use, installation and service condition as specified in VSUN’s installation manual, VSUN 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 VSUN’s product datasheet, thereafter the loss of output power shall not exceed 0.7% per year, ending with 80.7% in the 25<sup>th</sup> year.
  - For Mono-crystalline Products: within the first year, the output power shall not be less than 97 % of the minimum output power in VSUN’s product datasheet, thereafter the loss of output power shall not exceed 0.68% per year, ending with 80.68% in the 25<sup>th</sup> year.
  - For Polycrystalline Double-glass Products: within the first year, the output power shall not be less than 97.5 % of the minimum output power in VSUN’s product datasheet, thereafter the loss of output power shall not exceed 0.5% per year, ending with 83% in the 30<sup>th</sup> year.
  - For Mono-crystalline Double glass Products (including bifacial monocrystalline): within the first year, the output power shall not be less than 97% of the minimum output power in VSUN’s product datasheet, thereafter the loss of output power shall not exceed 0.48% per year, ending with 83% in the 30<sup>th</sup> year.
- B. The DC power of a Product shall be tested at Standard Test Conditions (STC) by the third party accredited by VSUN (should be the same party with VSUN 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 VSUN valid at the date of manufacture of the PV Modules in accordance with IEC61215. The extended

measurement uncertainty  $2\sigma$  (Pmpp) is  $\leq \pm 3\%$ .

- C. The remedies set forth in Clause 7 are the sole and exclusive remedies provided under the limited Warranty. Customers shall notify VSUN or its authorized resellers in writing within 30 business 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 item in VSUN Crystalline Silicon PV Module Products Installation Manual.

### **3. Warranty Start Date**

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

### **4. 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 VSUN remedies such incidents as set forth above, VSUN shall be deemed to have resolved all applicable warranty claims arising from such incident.

### **5. Exclusions and Limitations**

- A. Warranty claims shall be filed in writing to VSUN 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 VSUN Solar.
  - (2) Removal of Product(s) and reinstallation at a new site.
  - (3) Non-observance of VSUN'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, or application.
  - (5) Electrical surges, lightning, flood, fire, vandalism, tampering, accidental breakage, mold discoloration, or other events beyond VSUN'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 VSUN 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. VSUN 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 VSUN 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 VSUN.

## 6. Repair, Replacement or Refund Remedy

- A. If a Product, under normal application, use and service conditions, fails to conform to this 12 Year Limited Product Warranty during this twelve-year period, as Customer's sole and exclusive remedy under this Limited Warranty, VSUN 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 or thirtieth 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, VSUN 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 VSUN opts for options A (ii) or B(i) or B(ii), VSUN shall bear all insurance and transportation charges (except air freight), customs clearance and any other costs for returning the defective Product(s) to VSUN and shipping the repaired or replaced Product(s) to Customer. The costs and expenses for their removal, installation or reinstallation shall remain with Customer.

## 7. 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 VSUN, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by VSUN. VSUN 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 VSUN 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. VSUN' 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. FOR SALES TO U.S. ONLY: SOME STATES IN THE U.S. DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES BY STATE LAW. SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY FOR YOU.

## 8. 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.

## **9. Obtaining Warranty Performance**

- A. In order to obtain warranty service under the Limited Warranty, the Customer should promptly notify VSUN 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 VSUN, VSUN will provide the customer a Return Merchandise Authorization (RMA). VSUN will not accept the return of any modules without a RMA.
- B. If VSUN determines that the Product is not defective or that a performance deficit is not covered under this warranty, VSUN will return the Product to Customer at Customer's expense and will have no further obligation for the repair, replacement, or refund.

Obtain VSUN customer service:

Add: Lot III - Dong Vang Area, Dinh Tram Industrial Zone, Viet Yen District, BacGiang province, Vietnam

PC:230000 Tel: +84-02403.566.688

E-mail: [vsun@vietnamsunergy.com](mailto:vsun@vietnamsunergy.com) Web: vsun-solar.com

## **10. Force Majeure**

VSUN 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 VSUN.

Vietnam Sunergy Joint Stock Company  
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