

Limited Warranty for Hilight-Solar Series PV Modules

(Version 5.0)

1. Limited Product Warranty - 10 Years Repair, Replacement or Refund Remedy

Shandong Hilight-Solar Co., Ltd. (“Hilight-Solar”) warrants its Photovoltaic module(s) (“PV-module(s)”/ “the Product(s)”), including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If the PV-modules fail to conform to this warranty, during the period ending one hundred and twenty (120) months from the Bill of Lading date, Hilight-Solar will, at its option, either repair or replace the product, or refund the purchase price as paid by the Customer. The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the one hundred and twenty (120) months period set forth herein. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (“Limited Peak Power Warranty”).

Any deterioration in appearance of the Product(s), including any scratches, stains, mechanical wear, rust, mold, optical deterioration – but excluding any deterioration in color, and other changes, which occur after delivery to Buyer shall not qualify as a defect hereunder, if and to the extent such deterioration does not result in a material impairment of the functioning of the Product(s). A claim in the event of glass breakage arises only to the extent that there was no external cause of the breakage.

2. Limited Peak Power Warranty by 25 years—Limited Remedy

For the PV-modules (excluding the inverter/converter), in addition, Hilight-Solar warrants that, For a period of twenty - five (25)years commencing on the Warranty Start Date, loss of power output of the nominal power output measured at Standard Test Conditions (STC) for the Product(s) shall not exceed,

- 1) For Polycrystalline Products, 3% in the first year, thereafter 0.71% per year, ending with 80% in the 25th year after the Warranty Start Date;
- 2) For Monocrystalline Products, 4% in the first year, thereafter 0.67% per year, ending with 80% in the 25th year after the Warranty Start Date;

The Warranty Start Date shall be defined as the date of the Bill of Lading date.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the “Limited Peak Power Warranty”.

3. Exclusions and Limitations

- 1) In any event, all warranty claims must be filed within the applicable warranty period.
- 2) The “Limited Product Warranties” and the “Limited Peak Power Warranties” do not apply to any Modules which have been subjected to,
 - Misuse, abuse neglect or accident;
 - Alteration, improper installation or application;
 - Non-observance of Hilight-Solar’s installation and maintenance instructions;



- Repair or modifications by someone other than an approved service technician of Hilight-Solar;
- Power failure surges, lighting, flood, fire, accidental breakage or other events out of Hilight-Solar's control.

3) Both, the “Limited Product Warranties” and “Limited Peak Power Warranties” do not cover any transportation charge, customs clearance or any other costs for return of the Modules, or for reshipment of any repaired or replaced Modules, or costs associated with installation, removal or reinstallation of the PV-modules.

4) Warranty claims will not be honored if the type or serial number of the Modules has been altered, removed or made illegible.

4. Limitation of Warranty Scope

These “Limited Warranties for PV Modules” as set forth herein are expressly in line 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 Hilight-Solar, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Hilight-Solar. Hilight-Solar 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 Modules, including, without limitation, any defects in the Module, or from use or installation. Under no circumstances shall Hilight-Solar be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. Hilight-Solar’s aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the Customer, for the single unit of Module.

5. Obtaining Warranty Performance

If the Customer feels a justified claim covered by this “Limited Warranties for PV Modules”, an immediate notification directly to Hilight-Solar shall be filed by mailing a [registered/certified] letter in writing to the address of Hilight-Solar listed hereunder, or, sending an email letter to the email account of Hilight-Solar listed hereunder. Together with the notification, the Customer should enclose the evidence of the claim with the corresponding serial number of the Module(s) and the invoice on which the Modules have been purchased.

The return of any PV-modules will not be accepted unless prior written authorization has been given by Hilight-Solar.

6. Severability

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

7. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as



Fraunhofer ISE in Freiburg Germany, TUV Rheinland in Cologne Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by Hilight-Solar.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS BY STATE LAW THAT VARY FROM STATE TO STATE.

8. Various

The repair or replacement of the Modules or the supply of additional Modules does not cause the beginning of new warranty terms, nor shall the original terms of this “Limited Warranty for PV-Modules” be extended. Any replaced Modules shall become the property of Hilight-Solar made for their disposal. Hilight-Solar has the right to deliver another type (different in size, color, shape and/or power) in case Hilight-Solar discontinued producing the replaced Modules at the time of the claim.

9. Warranty Transfer

This warranty is transferable when the product remains installed in its original location.

10. Force Majeure

Hilight-Solar shall not be responsible or liable in any way to the customer or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this “Limited Warranty for PV Modules”, due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of such Hilight-Solar. In such cases, performance by Hilight-Solar of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

11. Validity

This “Limited Power Warranty for PV Modules” is valid for all Modules dispatched from Hilight-Solar’s factory from 1st Jan. 2012 until it is replaced by a new Warranty of Hilight-Solar. “Peak Power at STC” is the power in Watt peak that a PV-module generates in its Maximum Power Point. “STC” are as follows, (a) light spectrum of AM1.5, (b) an irradiation of 1000W per m² and (c) a cell

temperature of 25 degree centigrade at right angle irradiation. The measurements are carried out in accordance with IEC61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of Hilight-Solar valid at the date of manufacture of the PV-modules.

Shandong Hilight- Solar Co., Ltd

Add, Mazhuang Country, Daixi Office, Zouping, Shandong, China

Tel, +86-543-4349525

Fax, +86-543-4349525

Email, info@hilight-solar.com **Website**, www.hilight-solar.com