

Limited Warranty for PV Modules

PHONO SOLAR TECHNOLOGY CO., LTD (The MANUFACTURER) having a principal place of business at No.2, Xinke Road, Hi-Tech., Najing City(210032), China.

TERMS OF WARRANTY

The MANUFACTURER warrants the solar modules to be free from defects in materials and workmanship under normal application, installation, usage and service conditions (as defined in technical documentation required for the acceptance of the modules). If the solar modules fail to conform to this warranty, then for a period ending 60 months from date of FOB delivery to the Buyer, the MANUFACTURER will replace free of charge defective modules to the Buyer in a period no longer than 6 weeks.

The MANUFACTURER guarantees output power of each module is more than 90% of the minimum Peak Power within 10 years and more than 80% in 25 years. If the warranty data can't be reached, the MANUFACTURER will replace such loss in power by either providing to the Customer additional PV-modules to make up such loss in power, or by repairing or replacing the defective PV-modules(s), or by refunding the Purchase Price taking into account a yearly depreciation of four (4%) of Purchase Price, at the option of MANUFACTURER.

The warranty only suit with that the solar modules are used on continental climate condition.

WARRANTY LIMITATIONS

The limited Warranties do not apply to any PV-modules which in the MANUFACTURER's absolute judgment have been subjected to:

- Misuse, abuse, neglect or accident;
- Alternation, improper installation or application;
- Non-observance of the MANUFACTURER's installation-users and maintenance instructions;
- Repair or modifications by someone other than an approved service technician of the MANUFACTURER;
- Power failure surges, lighting, flood, fire, accidental breakage or other events

PHONO SOLAR TECHNOLOGY CO., LTD

outside the MANUFACTURER's control;

- The label or barcode of the PV-modules have been altered, removed or made illegible.

SEVERABILITY

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

DISPUTES

In case of discrepancy in a warranty-claim, a neutral first-class international test-institute such as TIPS in Tianjin/China or Fraunhofer ISE in Freiburg/Germany or TUV Rheinland in Cologne/Germany shall be involved to Judge the claim finally

FORCE MAJEURE

The MANUFACTURER shall not be in any way responsible or liable to the Customer or any third- party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, riots, strikes, unavailability of suitable and sufficient labor, material, die, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, and technological or physical event or condition which is not reasonably known or understood at the time of the sale of the PV-modules or the claim.



PHONO SOLAR TECH. CO., LTD.

07/10/2008