



Limited Warranty Letter for BYD Photovoltaic Module

BYD(Shangluo) Industrial Co., LTD (“BYD”) hereby provides this Limited Warranty set forth herein to the original buyer(“Original Buyer”) and its permitted successors and assigns (hereinafter collectively as “Customer”), with respect to its A grade photovoltaic modules sold by BYD, subject to the terms and conditions herein (“Limited Warranty”).BYD and Customer may hereinafter be referred to each as a “Party” and collectively as the “Parties”.

1. WARRANTY PRODUCTS

- 1.1. The standard Photovoltaic Modules covered under this Limited Warranty are - _____(“Product”)(specific models please refer to Annex 1)
- 1.2. The Product will be placed and installed at_____.
- 1.3. The name of the project between BYD and Original Buyer is_____ (“Project”).

2. LIMITED WARRANTY

2.1. Warranty Start Date

The Warranty Start Date is the date of delivery of the Product to the Original Buyer according to the delivery term in the contract between them or 12 months following the Product manufacture date, as indicated by the serial number(digit no. 3-8 (YYMMDD), starting from the left side of the serial number.) for the Product.(“Warranty Start Date”)



(sample)

2.2. Limited Product Warranty

BYD warrants that the Product will be free from defects in material or workmanship that materially impede their functioning under normal conditions of use, installation,



and maintenance, for a period of one hundred and twenty (120) months commencing on Warranty Start Date. Material defects shall not include any deterioration in appearance of the Product (including without limitation of any scratches, stains, mechanical wear, rust or mold) or any other changes to the Product which occur after delivery to the Original Buyer.

2.3. Limited Power Output Warranty

The output power of the Limited Warranty which is based on the report of output power of flash test (Photovoltaic Simulator Test) from BYD shall be in accordance with the followings:

(1) Within a period of one (1) year from the Warranty Start Date, the average output of the modules will be at least 97.5% of the rated power output specified in the original product label.

(2) During the next twenty-four (24) years, the average output of the modules will degrade no more than 0.73% per year of the rated power output specified in the original product label. Therefore, at the end of the warranty period, the guaranteed module power output will be at least 80% of the rated power output specified in the original product label.

2.4. For purposes of determining Product power output, measurements shall be based on, or normalized to, following standard test conditions:

(1) a radiation of 1000 W/m²;

(2) spectral distribution at 1.5 AM (Atmospheric Mass); and

(3) cell temperature of 25°C.

Measurements shall be made in accordance with IEC60904, and shall account for measurement system error in accordance with EN50380. Any updates for the above standards, the update versions shall prevail.



3 EXCLUSIONS AND LIMITATIONS

3.1 THE WARRANTIES STATED HEREIN ARE IN LIEU OF ALL OTHER EXPRESS WARRANTIES. IN NO EVENT SHALL ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD IDENTIFIED IN ARTICLE 2 ABOVE. NO SELLER OF THE PV MODULES NOR ANY OTHER PERSON IS AUTHORIZED TO MAKE ANY WARRANTIES OTHER THAN THOSE SET FORTH HEREIN, OR TO EXTEND THE DURATION OF THE WARRANTIES BEYOND THE PERIODS SET FORTH ABOVE, ON BEHALF OF BYD.

3.2 In any event, all warranty claims must be received by BYD within the applicable warranty period for this Warranty to be effective and BYD reserve the right to determine whether the Warranty will apply to such claims for defective Product.

3.3 The Warranty does not apply to any Product which has been subjected to:

- (1) Misuse, abuse, neglect or accident in storage, transportation, handling, installation, application, use or service;
- (2) Modification, alteration, repair or replacement, without the expressed, prior written consent of BYD or its authorization maintainer;
- (3) Non-observance of BYD's installation and maintenance instructions;
- (4) Alteration, removal, and illegible of the type or serial number of the Product;
- (5) Used in an abnormal environmental condition not conforming to the Installation and User Manual;
- (6) War, riots, strikes, unavailability of suitable and sufficient labor, material or capacity,



technical or yield failures and any unforeseen event beyond BYD's control;

- (7) Use of the Product in such a manner as to infringe BYD's or any third party's intellectual property rights;
- (8) The Product's installation in a mobile device or marine environment;
- (9) Cosmetic blemishes associated with installation, or the normal wear and tear of PV Modules.
- (10) If BYD have not received all or any part due payment of the Project from the Original Buyer ("Non-payment"), we have the right to inform Customer the Non-payment and reject Warranty accordingly. Customer may pay for the outstanding amount in order to get Warranty support.

4 Repair, Replacement or Refund Remedy

- 4.1 In the event that any Product is found and confirmed by BYD to be defective, BYD will, at its discretion, (i) repair or replace such defective Product at no charge to the Customer for replacement modules or parts; or (ii) refund the difference between the actual power output of the Product and the nominal power according to article 2.3, based on the current market price of the Product at the time of the Customer's claim. The above (i) and (ii) remedy shall be the sole and exclusive remedies provided by BYD under the Warranty.
- 4.2 In the event that BYD elects to repair or replace such defective Product, BYD will assume all insurance and transportation fees (except air freight), customs clearance, logistics and labor costs for removing and installing the Product.
- 4.3 In the event of any replacement, BYD shall be entitled to deliver another type of Product or any portion of it with difference size, form, color or output that is no less than the actual due output according to article 2 at the time of the Customer's claim, which is compatible to the Customer's PV system, if the type of the claimed Product or parts is no longer produced by BYD at the time of claim. The ownership of the



replaced modules shall belong to BYD upon completing the replacement work.

- 4.4 The warranty period as defined in article 2 shall not extend or renew upon the repair or replacement of a defective Product by BYD. The warranty period for replaced or repaired Product is the remainder of the warranty on the original new Product.

5 LIMITATION OF LIABILITY

- 5.1 THE WARRANTIES SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY BYD, AND SHALL BE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO THE CUSTOMER FOR ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED. PROVISION OF REMEDIES, IN THE MANNER AND FOR THE PERIODS DESCRIBED HEREIN, SHALL CONSTITUTE COMPLETE FULFILLMENT OF ALL LIABILITIES AND RESPONSIBILITIES OF BYD TO THE CUSTOMER WITH RESPECT TO THE PRODUCT.

- 5.2 IN NO EVENT WILL BYD BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION OF LOSS OF PROFITS, HARM TO GOODWILL OR BUSINESS REPUTATION, OR DELAY DAMAGES) ARISING FROM OR OUT OF THE PRODUCT OR THEIR INSTALLATION, USE, PERFORMANCE OR NON-PERFORMANCE, OR ANY DEFECT OR BREACH OF WARRANTY, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY. BYD'S AGGREGATE LIABILITIES, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PARTICULAR PRODUCT INVOLVED.

6 PERFORMANCE OF WARRANTY SERVICE

- 6.1 In the event that Customer claims any warranty service which is covered by this Warranty, customer shall immediately notify BYD in writing through below contact information:

Tel: +86-21-5777-8888-32252



E-mail: bydpvservice@byd.com

Address: No.999 Xiangjing Road, Songjiang District, Shanghai. 201611, P. R. China

6.2 Together with the notification, the customer shall submit the following information:

- (1) Detailed description of the defective modules and related evidence, including photographs and data;
- (2) Relevant serial number;
- (3) Invoice with clear indication of the purchase data chopped or signed by BYD; and
- (4) Any other materials requested by BYD

6.3 Any dispute on technical facts relating to claims brought under this Warranty for defects of Product shall be determined by expert determination. BYD will, at its option and upon informing Customer in writing, appoint as independent expert and appraiser a reputable researcher from a first class test-institute such as TÜV SÜD in China, CPVT, PI China and other institutes with the same qualification ("Technical Expert"). Neither party may reject or delay the appraisal issue above without justified reasons. The determination by such Technical Expert shall be final, conclusive, binding and enforceable in any proceeding brought hereunder. All fees and expenses shall be borne by the losing party.

6.4 Any claim for breach of this Limited Warranty must be brought within one (1) month after discovery of the breach.

6.5 The return of any defective Product will not be accepted unless prior written authorization has been given by BYD.

7 MISCELLANEOUS

7.1 In the event that customer requests after-sale service, such as repair or replacement, after warranty period, BYD will charge fees.

7.2 This entire Limited Warranty may be assigned in whole but not in part to any persons or entity provided that BYD receive full and final payment for the Product, which shall



stay at the same place since the completion of installation and BYD confirm the assigned notice in writing.

- 7.3 If any part or provision of this Warranty, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect any other parts, provisions or applications of this Warranty, which shall remain in full force.
- 7.4 Any dispute related to or arising out of this Warranty, including without limitation any question regarding its existence, validity, breach, or termination, shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the Purchase Agreement between the original buyer and BYD.

**Annex 1: 6" Polycrystalline Silicon Photovoltaic Module**

72 pcs	BYD ***P6C/K-36 (***=240, 245, 250, 255, 260, 265, 270, 275, 280, 285, 290, 295, 300, 305, 310, 315, 320, 325, 330, 335, 340)
60 pcs	BYD ***P6C/K-30 (***=200, 205, 210, 215, 220, 225, 230, 235, 240, 245, 250, 255, 260, 265, 270, 275, 280)
54 pcs	BYD ***P6C/K-27 (***=180, 185, 190, 195, 200, 205, 210, 215, 220, 225, 230, 235, 240, 245, 250, 255)
48 pcs	BYD ***P6C/K-24 (***=160, 165, 170, 175, 180, 185, 190, 195, 200, 205, 210, 215, 220, 225)
36 pcs	BYD ***P6C/K-18 (***=120, 125, 130, 135, 140, 145, 150, 155, 160, 165, 170)