

## **Limited Warranty for WINAICO Photovoltaic Products (PV Products) Effective 01/07/2014**

Congratulations on your purchase of WINAICO Photovoltaic Products! You have made an excellent decision in choosing a Product that has been made to the highest standards. At WINAICO, we believe to provide Products of impeccable quality is our founding principle.

### **Warranty Products (the “Products”)**

#### ***WINAICO WSP Series (the “WSP”)***

*WSP-XXXP6 Series*

*WSP-XXXM6 Series*

#### **WINAICO WST Series (the “WST”)**

WST-XXXP6 Series

WST-XXXM6 Series

#### **WINAICO WSI Series (the “WSI”)**

WSI-XXXP6 Series

WSI-XXXM6 Series

This limited warranty product does not allow for the transportation of goods between continents and will become null and void if the Product is transferred from the original country of destination after manufacture without prior written permission from WINAICO.

### **1. 12 Year Limited Product Warranty for WSP Products only**

WINAICO’s Warranty extends to the original end user (the “Customer”) in Product’s original country of destination that the Products shall be free from defects in materials and workmanship and will perform substantially in accordance with published

specification (visit [www.winaico.com](http://www.winaico.com) for details) and under normal operation, use and service conditions during the period beginning on the earlier of the date the Products were purchased by the Customer or one (1) year from factory dispatch (“the Warranty Start Date”) and ends in twelve (12) years after such Warranty Start Date. If a Product fails to conform to this Limited Product Warranty during this twelve-year period, WINAICO will, at its reasonable discretion, either (a) repair or replace the defective or parts, or (b) provide the Customer with a refund equal to the current market price of a comparable Product at the time of the Customer’s claim. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under the 25 Year Limited Power Warranty below.

### **2. 10 Year Limited Product Warranty for WST and WSI Products only**

WINAICO’s Warranty extends to the original end user (the “Customer”) in Product’s original country of destination that the Products shall be free from defects in materials and workmanship and will perform substantially in accordance with published specification (visit [www.winaico.com](http://www.winaico.com) for details) and under normal operation, use and service conditions during the period beginning on the earlier of the date the Products were purchased by the Customer or one (1) year from factory dispatch (“the Warranty Start Date”) and ends in ten (10) years after such Warranty Start Date. If a Product fails to conform to this Limited Product Warranty

during this ten-year period, WINAICO will, at its reasonable discretion, either (a) repair or replace the defective or parts, or (b) provide the Customer with a refund equal to the current market price of a comparable Product at the time of the Customer's claim. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under the 25 Year Limited Power Warranty below.

Each of the above warranty periods and content are only applicable to the specific Product(s) and are not interchangeable.

### **3. 25 Year Limited Power Warranty**

WINAICO further warrants to the Customer that for a period of one (1) year from the date of first purchase that the power output of the Products will not be less than 97% of the minimum rated power output specified in the applicable Product data sheet at the date of original sale by WINAICO. For each subsequent year from year two (2) to twenty-five (25) from the date of sale WINAICO warrants to the Customer that the power output of the Products will not degrade by more than 0.7% per year below the minimum rated power output specified in the applicable Product data sheet at the date of original purchase (the "Power Warranty") and that at the end of the Power Warranty, the warranted Product output will be at least 80.2% of the minimum rated power specified in the applicable Product datasheet.

In the event of breach of the Power Warranty, WINAICO, at its sole discretion, will undertake one of the followings:

- a) Repair or replace Products or to provide additional Products at no cost to make up for power loss as

determined in the manner stipulates under clause 4.4; or

- b) Pay compensation equivalent to the cost at the date of the claim was made for additional Products required to compensate Excess Power Loss as described in clause 4.4.
- c) If the originally supplied Product type is no longer in production then WINAICO, at its discretion, can provide equivalent Product(s) to compensate for Excess Power Loss. For determination of power degradation, Products shall be tested with a WINAICO approved Flasher and results at STC conditions shall be compared to the power listed on the Product label (measurement tolerance of +/- 3%).
- d) Pay compensation equivalent to the amount calculated based on Product's original purchase price with 4% annual depreciation since the date of first purchase to the date the claim is made.

### **4. General Conditions, Exclusions and Limitations**

4.1) The limited warranties stated herein are in lieu of all other expressed warranty. Except stipulated otherwise by local statutory regulation, WINAICO makes no other warranties, express or implied with respect to the Product covered under this Warranty, in no event shall WINAICO be liable for direct or indirect, incidental or consequential damages resulting from any defect in Product even if WINAICO has been advised of the possibility of such damages or be liable for Product's warranty that EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD IDENTIFIED IN CLAUSES 1, 2 OR 3 ABOVE. No seller of the Products nor any other person is authorized to make any warranties other than those set forth herein, or to extend the duration of the

Limited Product or Limited Power Warranties beyond the periods set forth above, on behalf of WINAICO.

4.2) Under no condition shall WINAICO's liability for non-conforming Product or damages arising out of any defect of the Product exceed the price paid by the customer for the particular Product involved.

4.3) Claims under the Limited Warranty must be received by WINAICO within the applicable warranty period for the Limited Warranty to be effective. The sales receipt from the first Customer purchase, or other reasonable documentary proof, is required in order to establish the Warranty Start Date. If customer is unable to provide sales receipt for warranty claim then Product's factory dispatch date shall be the Warranty Start Date. The Limited Warranty extends only to the original Customer and, if and as long as the Products remain installed at the site where they were first installed, any person to whom title to the Products has been transferred (each, a "Claimant").

4.4) Regarding Power Loss Claim under clause 3 of this Agreement, the determination of Excess Power Loss shall be conducted by testing procedures approved by WINAICO and, at WINAICO's option, tested under the supervision of authorized WINAICO personnel but will only apply if power loss is more than 3% during the first (1) year or more than 0.7% per year degradation for years two (2) to twenty-five (25) and which is determined by WINAICO to be due to defective materials or workmanship with respect to the Products.

4.5) The Limited Warranty does not apply to any Product which have been subjected to or any of the following conditions:

- a) Alteration, repair or modification without the expressed, prior written consent of WINAICO
- b) Removal of Products and reinstallation at a new site
- c) Non-observance of WINAICO's Installation and User Manual or Product's installation is not carry out by WINAICO's certified Installer
- d) Misuse, abuse, neglect, or accident in storage, transportation, handling, installation, application, use or service
- e) Electrical surges, lightning, flood, fire, vandalism, tampering, accidental breakage, mold discoloration, or other events beyond WINAICO'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
- f) 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
- g) Alteration, removal or obliteration of the original Product label.
- h) Module Discoloration due to external factors

In addition, the Limited Warranty does not cover cosmetic blemishes including formation of Micro-cracks associated with installation or due to the normal wear and tear of Products.

4.6) The Limited Warranty does not cover Product's installation and removal of defective Products, or reinstallation of repaired, replacement or additional Products, or the costs of any of the foregoing; and does not cover any other costs, lost profits or lost revenues associated with the performance or non-performance of defective Products; provided, however, that for accepted warranty claims, WINAICO shall be responsible for reasonable costs on a typical local standard associated with transporting defective, repaired, replacement or additional Products from and back to Claimant.

4.7) Any additional Products provided, and any Products repaired or replaced, by WINAICO 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. WINAICO 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 WINAICO 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 WINAICO.

## **5. Assertion of Claims**

5.1) To evoke warranty service, the Customer or other Claimant should promptly contact the seller from which they purchased the Products from, who will then provide instructions and forms for filing the claim. If such seller no longer exists or cannot be reached, you may

also send your claim directly to the addresses mentioned in 6. WINAICO will not accept the return of allegedly defective Products unless prior written authorization has been provided by WINAICO. Unless otherwise indicated, Products that have been authorized for return by WINAICO shall be shipped to a local Customer Service Center as designated by WINAICO.

5.2) Notice of the claim must be submitted to the relevant seller/dealer or to WINAICO within six weeks of the occurrence of the alleged defect. The return of Products for assessment is permitted only after the written consent of WINAICO has been received by the customer.

## **6. Australian Consumer Law**

The Products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if they fail to be of acceptable quality and the failure does not amount to a major failure.

## **7. Your Contacts:**

Any correspondence with WINAICO is to be conducted directly via the following addresses:

### **Taiwan Headquarters**

Win Win Precision Technology Co., Ltd.  
No.96, 3F, Hsinho Road, Sinfong Township,  
Hsinchu County 304, Taiwan

**Regional support:****Germany Support**

WINAICO Deutschland GmbH  
Industriestraße 68,  
97993 Creglingen, Germany  
Tel: +49 7933 700300; Fax: +49 7933 7003010  
[germany@winaico.com](mailto:germany@winaico.com)

**Italy Support**

WINAICO Italia S.r.l.  
Via A.Volta 32 Fraz. Dossobuono,  
37069 Villafranca di Verona (VR), Italy  
Tel: +39 045 8619247; Fax: +39 045 6317560  
[italia@winaico.com](mailto:italia@winaico.com)

**Netherlands Support**

WINAICO B.V.  
Teleportboulevard 140, 1043 EJ Amsterdam,  
The Netherlands  
[info@winaico.com](mailto:info@winaico.com)

**United Kingdom Support**

WINAICO UK Ltd.  
Bloxham Mill Business Centre  
Barford Road  
Bloxham  
Banbury  
OX15 4FF  
Tel: +44 1295 722833  
[uk@winaico.com](mailto:uk@winaico.com)

**Australia Support**

WINAICO Australia Pty Ltd  
3/393 George Street,  
Sydney NSW 2000  
Australia  
Tel: +61 2 8091 2771  
[australia@winaico.com](mailto:australia@winaico.com)

**USA Support**

WINAICO Delaware Co. Ltd.  
505 Keystone Road, Southampton, PA 18966.  
[usa@winaico.com](mailto:usa@winaico.com)

**8. Severability**

If a part, provision or clause of this “Limited Warranty for PV Products”, or the application thereof to any person or circumstance, is held invalid, void or unenforceable by a competent court, such holding shall not affect all other parts, provisions, clauses or applications of this “Limited Warranty for PV Products”, and such other parts, provisions, clauses or applications of this “Limited Warranty for PV Products” shall be treated as severable.

**9. Disputes**

In case of any dispute under a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or ASU Arizona State University shall be appointed by WINAICO to determine the claim and its determination will be final and binding on all parties. All relevant costs and expenses of that determination shall be borne by the unsuccessful party, unless otherwise awarded.

**10. Limitation of Liability**

The Limited Product and Limited Power Warranties set forth herein shall be the sole and exclusive warranties granted by WINAICO, and shall be the sole and exclusive remedies available to the Customer or other Claimant 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 WINAICO to the Customer and each other Claimant with respect to the Products. In no event shall WINAICO be liable for any consequential, incidental, special or punitive damages arising out of the products or their installation, use, performance or non-performance or any defect or breach of warranty, whether based

on contract, warranty, negligence, strictly liability or under any legal theory. Damages for loss of use, loss of profits, loss of revenues or loss of production are specifically excluded. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. UNDER NO CIRCUMSTANCES SHALL WINAICO'S LIABILITY FOR NONCONFORMING PRODUCTS EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PARTICULAR PRODUCTS INVOLVED, PLUS REASONABLE TRANSPORTATION COSTS.

#### **11. Miscellaneous**

If any part or provision of this WINAICO Product Limited 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 WINAICO Product Limited Warranty, which shall remain in full force. This Limited Warranty is available in multiple languages. If, for any reason, there is a conflict between the English-language version and any other version, the English-language version shall prevail to the extent that such discrepancy is the result of an error in translation.

#### **12. Legal Rights**

This warranty will be governed by the laws of the country of first destination and installation of a Product.

Hsinchu, 01.07.2014



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Szu-Ming Chen, CEO  
Win Win Precision Technology Co., Ltd.



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Sascha Rossmann, CSO  
Win Win Precision Technology Co., Ltd.