AUHUI SCHUTTEN SOLAR ENERGY CO.,LTD.
Photovoltaic Module Limited Warranty

1. Limited Product Warranty – Ten Year Repair, Replacement Remedy

Auhui Schutten Solar Energy Co.,Ltd. (Schutten Solar) warrants its photovoltaic modules including DC connector cable assemblies to be free from defects in workmanship and materials under normal application, use, installation and service conditions as specified in Schutten Solar's installation manual for a period of ten (10) years from the shipment date of the modules. Claims under this warranty will be honored only if the end-user customer can provide the proof that the malfunction results exclusively from defects in materials or workmanship under normal application, use, installation and service conditions specified in Schutten Solar's installation manual.

If a module malfunctions or becomes inoperative due to a defect in workmanship or material during the ten-year period of this warranty, Schutten Solar will, at its option, either repair or replace the module in problem, or refund the then current market price of the modules. The repair, replacement, or refund remedies shall be the sole and exclusive remedy provided under this Limited Warranty. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (Limited Pmax Warranty and Limited Remedy).

2. Limited Pmax Warranty and Limited Remedy

A. "Pmax" is the nominal power that a photovoltaic module generates at STC as stated on the module rating label. "Standard Test Conditions" are as follows: [a] light spectrum of AM 1.5, [b] an irradiation of 1,000 Watts per square meter and [c] temperature of 25 degrees Centigrade. The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of Schutten Solar Energy in effect on the date of manufacture of the modules. Schutten Solar's calibration standards shall be in compliance with then-current standards applied by international institutions accredited for this purpose.

B. 12 years

Schutten Solar additionally warrants for the modules that:

if, within twelve (12) years from the shipment date of the modules ,any photovoltaic module under normal application, use, installation and service condition as specified in Schutten Solar's installation manual, exhibits a power output less than 90% of the Pmax at Standard Test Conditions tested by the third party which is accredited by Schutten Solar , provided that such loss in power is determined by Schutten Solar to be due exclusively to defects in material or workmanship, Schutten Solar will, at its sole option, either [1] make up such loss in power by providing to the end-user customer additional modules or by refunding the then current market price equivalent to the additional modules; [2] repair or replace the defective modules including free shipping to the place applied by Schutten Solar.

C. 25 years

Schutten Solar further warrants that:

if, within a period of twenty-five (25) years from shipment date of the modules, any photovoltaic module under normal application, use, installation and service condition as specified in Schutten Solar's installation manual, exhibits a power output less than 80% of the Pmax at Standard Test Conditions tested by the third party which is accredited by Schutten Solar, provided that such loss in power is determined by Schutten Solar to be due exclusively to defects in material or workmanship, Schutten Solar will, at its sole option, either [1] make up such loss in power by providing to the end-user Customer additional modules or by refunding the then current market price equivalent to the additional modules[2] Repair or replace the defective modules including free shipping to the place applied by Schutten Solar.

The remedies set forth in Clause 2 are the sole and exclusive remedies provided under the limited Pmax Warranty. Customers shall notify Schutten Solar 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.

3. 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 Schutten Solar remedies such incidents as set forth above, Schutten Solar shall be deemed to have resolved all applicable warranty claims arising from such incident.

4. Exclusions and Limitations;

A. Warranty claims shall be filed in writing to Schutten Solar or its authorized distributors within the applicable warranting period, without exception.

B. These Limited Warranties will not be applied to the modules which under Schutten Solar's sole judgment have been subjected to :

1) Normal wear and tear, to the natural effects of exposure to weather conditions over time; excessive dirt build-up;

2) Use on mobile(non-stationary) units or in marine application or extreme thermal environment or other abnormal environment (such as acid rain, salt, chemical substances or other pollution)or extremely rapid change of surroundings ,corrosion, oxidation;

3) Misuse, abuse, neglect, vandalism or accident;

4) Alteration, improper installation or application that does not strictly follow the manufacturer’s instructions;

5) Repair or modifications that do not strictly follow the manufacturer’s instructions;

6) Power failure, electrical spikes or surges, lighting, flood, fire, accidental breakage;

7) Damage caused during transportation and storage;

8) The components in the construction based on which the modules is mounted are defective;

9) Other events outside the control of Schutten Solar.

C. These Limited Warranties only cover the transportation costs for shipment of any repaired or replaced modules to the place applied by Schutten Solar. Any costs for returning the modules to Schutten Solar or its authorized agents and authorized distributors, or costs associated with installation, removal, reinstallation of the modules, or customs clearance shall be borne by the end-user Customers. The reasonable, customary, documented transportation cost of returning the modules shall be borne by Schutten Solar only if it is authorized by After-sales service department of Schutten Solar.

D. Schutten Solar is not liable for any expense, liability or responsibility incurred for repairs made by or for customer without Schutten Solar’s written authorization.

E. Warranty claims will not be honored if the type or serial number of the modules have been altered, removed or made illegible without written authorization from Schutten Solar.

5. Limitation of Warranty Scope

The limited warranties set forth herein are expressly in lieu of and exclude all other expressed or implied warranties, including but not limited to warranties of merchantability, warranties of fitness for particular purpose, use, or application, warranties of non-infringement of third party rights, including, but not limited to, intellectual property rights, and all other obligations or liability on the part of Schutten Solar unless such other warranties, obligations or liability is expressly approved by Schutten Solar’s Chief Executive Officer by signature. Unless prohibited by local laws or regulations, Schutten Solar shall have no responsibility or liability whatsoever for injury or damage of any natural persons or any tangible property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the product itself, including, without limitation, any defects in the module, or from use or installation. Under no circumstances shall Schutten Solar be liable for incidental, consequential or special damages, whatever the cause is, even if Schutten Solar is provided prior notice of such damages. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded.

Schutten Solar's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid

by the end user Customer for the unit of product or service furnished or to be furnished, as the case may be, which is the subject of claim or dispute.

6. 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.

7. Obtaining Warranty Performance

In order to obtain warranty service under the Auhui Schutten Solar Energy Co.,Ltd. Warranty, the end user Customer should promptly notify Schutten Solar regional customer service center. Together with the notification, the end-user 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 modules. Should the modules be returned for inspection, repair or replacement by Schutten Solar, Schutten Solar will provide the customer a Return Merchandise Authorization (RMA). Schutten Solar will not accept the return of any modules without a RMA.

If Schutten Solar determines that the Module is not defective or that a performance deficit is not covered under this warranty, Schutten Solar will return the Module to Customer at Customer's expense and will have no further obligation for the repair, replacement, or refund. Further, the additional modules which have been sent to the customer for compensation will be charged by Schutten Solar.

8. Disputes

In case of any discrepancy in a warranty-claim, a test-institute shall be involved for the final judgment. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

No action, regardless of form, arising out of or in any way connected with this Limited Warranty, may be brought by the end user Customer more than one (1) year from the date when causes of action occurred.

9. Various

The repair or replacement of the modules or the supply of additional modules does not lead to a new commencement of warranty terms, nor shall the original terms of this Limited Warranty be extended. Any replaced modules shall become the property of Schutten Solar. Schutten Solar shall at its own option, deliver another type of PV Modules (different in size, color, shape, or power), either a new brand or the original one, in the event that Schutten Solar has discontinued producing the module at issue at the time of the claim.

10. Force Majeure

Schutten Solar shall not be in any way responsible or liable to the end user 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 Schutten Solar.