

# AUXIN SOLAR<sup>®</sup>

## Photovoltaic Module Limited Warranty

Auxin Solar, Inc. warrants the quality of its PV Modules as follows:

### Ten (10) Year Limited PV Module Product Warranty

Auxin Solar warrants that the PV Module(s) will be free from defects or failures as specified below for a of ten (10) years from the date of sale to the original customer ("Customer"):

- Defects and/or failures due to manufacturing
- Defects and/or failures due to materials
- Cracking of the front glass surface due to foreign objects inside the glass which shall exclude cracking of the front glass surface due to external shock from flying objects or external stress
- Non-conformity with specifications due to faulty manufacturing and/or inspection processes.

Any damages caused by improper installation, abrasion, or animals are not covered by this warranty. Any color change on module or any changes in appearance do not represent defects as long as such changes do not stem from defects in material and/or workmanship, and do not cause degradation of the electrical functionality of the module. If the PV Module(s) fails to conform to this warranty, Auxin Solar will, at its option, either repair or replace the product, or provide an appropriate residual market value of the product(s) as compensation.

### Twenty-Five (25) Year Limited Power Output Warranty

Auxin Solar guarantees that for a period of twenty-five years the module will maintain a performance as set forth below. During the first year, Auxin Solar guarantees the actual power output of the module will be no less than 97.5% (Poly)/97% (Mono) of the labeled power output. From year 2 to year 25, the actual annual power decline will be no more than 0.7% (Poly)/0.708% (Mono); by the end of year 25, the actual power output will be no less than 80.7% (Poly)/80.008% (Mono) of the labeled power output.

In the event the PV Module(s) do not meet these requirements, Auxin Solar will deliver additional PV Module(s) to replace the missing power output, or repair or replace the PV Module(s), or refund the purchase at an appropriate residual market value, at Auxin Solar's sole option. The period of warranty respecting the power output for any additional or replacement module(s) will be equal to the remainder of the warranty period of the originally supplied module(s).

The power output values shall be those measured under Auxin Solar's standard measurement conditions as follows: (a) light spectrum of AM 1.5; (b) irradiation of 1,000 W/m<sup>2</sup>; and (c) a cell temperature of 25 °C. Such measurements are carried out in accordance with IEC 60904 as tested by the junction box terminals per the calibration and testing standards of Auxin Solar, which are valid at the date of manufacture of the PV Module(s). Auxin Solar's calibration standards shall be compliant with the standards applied by international institutions accredited for this purpose. However, PV Module(s) applied with AR Coating glass must bear 5% tolerance of power output. (d) This warranty covers A grade module(s) only.

### Warranty Exclusions

1. No claim based on this Limited Warranty may be brought after the applicable warranty period. Any delivery of additional PV Module(s) or the repair or replacement of the PV Module(s) shall not extend the original terms of the Limited Warranty.
2. This Limited Warranty shall not cover defects and/or failures of the PV Module(s) from the following causes even though such defects and/or failures are discovered within the applicable warranty period: a) defects and/or failures caused by devices and/or parts other than the PV Module(s) or by mounting methods of such devices and/or parts; b) defects and/or failures caused by defective wiring, installation, or handling; c) defects and/or failures caused by installations not in conformance with PV Module(s) specifications, installation manuals, operations manuals, or labels attached to the PV Module(s); d) defects and/or failures caused by unauthorized maintenance, operation or modification, including replacement of junction box, leads or diodes; e) defects and/or failures caused by removal from the original place of installation; f) defects and/or failures caused by repairs not in accordance with Auxin Solar's instructions; g) defects and/or failures caused by inappropriate handling during transportation or storage; h) defects and/or failures caused by use on a mobile unit including, but not limited to, vehicles, vessels, etc.; i) defects and/or failures caused by external accidents such as fire, explosion, and civil disorder; j) defects and/or failures caused by natural forces, acts of God or force majeure events and other unforeseen circumstances or causes beyond Auxin Solar's reasonable control including, but not limited to, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunamis, lightning, snow damage, etc.; k) defects and/or failures caused by smoke and/or other pollution, salt damage, acid rain, etc. l) defects and/or failures caused by solar cells which are supplied by customer and Auxin Solar merely makes the module assembly (OEM order); m) normal wear and tear due to the natural effects of exposure to weather conditions over time.; n) This warranty does not cover those assembly materials supplied by third party.
3. This Limited Warranty does not cover the transportation cost for reshipment of any repaired or replaced PV Module(s) to the applicable location, and does not cover the transportation cost for the return of the PV Module(s) to Auxin Solar or Auxin Solar's authorized agent or any costs associated with installation, removal, or reinstallation of the PV Module(s).
4. Warranty claims will not be honored if and when the manufacturer's label or serial number of the PV Module(s) has been altered, deleted, removed or made illegible.
5. PV Module(s) sold but not installed must be stored in good condition at a humidity of < 70% and temperature < 30°C.
6. This Limited Warranty does not cover the responsibility of the property and safety of any third party after installation, including output loss of the whole installation site.

**Obtaining Warranty Performance**

1. This Limited Warranty is applicable only to Customers who have purchased the PV Module(s) directly from Auxin Solar or from an authorized agent of Auxin Solar at the time of the sale. To qualify for the warranty provided by Auxin Solar, it is necessary for the Customer to prove that the PV Module(s) was purchased from Auxin Solar or such authorized agent. If there are outstanding payments (Accounts Receivable) from customer to Auxin Solar, warranty coverage is not guaranteed.
2. Warranty claims must be filed with Auxin Solar within the applicable warranty period, without exception.
3. When applying for warranty coverage, customers shall provide Auxin Solar or Auxin Solar's authorized agent from which the PV Module(s) was directly purchased with PV Module's model name, a description of the defect and/or failure, and the serial number located on the PV Module's label attached to the backside of the PV Module(s) at the time of manufacture.
4. If Auxin Solar wants the PV Module(s) returned for inspection, repair or replacement, it will give the customer a Return Merchandise Authorization (RMA). Auxin Solar will not accept the return of any modules without a RMA. Auxin Solar reserves the right to request the customer return defective modules back to Auxin Solar.
5. In the case of replacing PV Module(s), any uninstalled PV Module(s) shall become the property of Auxin Solar. Auxin Solar shall have the right to deliver another type of PV Module(s) (different in size, color, shape and/or power) if Auxin Solar has discontinued manufacturing that type of PV Module(s) when the warranty claim is accepted.
6. This Limited Warranty is transferable to a new owner of the location where the PV Module(s) were originally installed provided that the PV Module(s) remain installed at the location where originally installed.
7. If any PV Module(s) are reported to have power loss after sales, which require an accredited third party or laboratory to do power output investigation and report, the accepted third party are: TUV Rhineland and Underwriters Laboratories Inc. If any other third party is used, Auxin Solar must first approve such third party.

**Warranty Limitations**

**THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF AUXIN SOLAR, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY AUXIN SOLAR. AUXIN SOLAR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATING TO THE PV MODULE(S) INCLUDING WITHOUT LIMITATION, ANY DEFECTS AND/OR FAILURES IN THE PV MODULE(S) OR FROM USE OR INSTALLATION.**

**AUXIN SOLAR SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. IN NO EVENT SHALL AUXIN SOLAR'S AGGREGATE LIABILITY EXCEED THE VALUE OF THE PV MODULE(S) WHICH IS THE SUBJECT OF A CLAIM OR DISPUTE.**

**SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON WARRANTIES OR EXCLUSION OR LIMITATION OF DAMAGES. ACCORDINGLY, THE ABOVE EXCLUSIONS OR LIMITATION MAY NOT APPLY. THESE WARRANTIES GIVE A CUSTOMER SPECIFIC LEGAL RIGHT, AND A CUSTOMER MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.**

**Other Provisions**

All terms and conditions in these warranty conditions are severable. The effectiveness of the warranty conditions shall not be impaired if any provision should be completely or partially invalid or unenforceable. This Limited Warranty shall be valid from the invoice date of each purchase order and shall apply to all PV Modules(s) sold to the customer on or after this date. This Limited Warranty shall be valid until Auxin Solar issues a new revision. This Limited Warranty shall be governed by and construed and interpreted in accordance with the laws of the State of California, USA.

**Contact Information**

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**Serial Numbers**

Date of sale: \_\_\_\_\_

Invoice Number: \_\_\_\_\_

Serial numbers:  
(List all serial numbers here or on separate document)