



Limited Warranty for PV Module(s) Worldwide Energy and Manufacturing USA, Inc.

Ten Year Limited Product Warranty

Worldwide Energy and Manufacturing USA, Inc. (hereafter is referred to as “WEMU”) warrants its Photovoltaic Module(s) (“PV Module(s)”), including factory-assembled DC connectors and cables, if any, to be free from defects and/or failure specified for a period not exceeding ten (10) years from the date of sale as shown in the Proof of purchase to the Buyer.

The Product Warranty for PV Modules(s) covers:

(Applicable under normal application, installation, use and service conditions)

- 1) Failure due to defective manufacturing:
 - Failure due to oxygenation/distortion of aluminum frame;
 - Cracking of the front glass surface due to foreign objects inside the glass;
Note: This warranty shall not apply to cracking of glass caused by external shock from flying objects or by external stress.
- 2) Failure due to defective materials:
 - Failure due to defective or malfunction of the junction factory-assembled cables and male/female connector;
- 3) Non-conformity to specifications due to faulty production and/or inspection processes.

If PV Module(s) fails to conform to this warranty, WEMU will repair or replace the PV Module(s), at WEMU’s sole option.

The remedies set forth in this clause 1 shall be the sole and exclusive remedies provided under the “Limited Product Warranty”.

This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under Clause 2 hereinafter (“Guaranteed Peak Power Limited Warranty”).

Guaranteed peak Power Limited Warranty

10 years

WEMU warrants the power output for PV Modules for a period of ten (10) years from the date shown in the commercial invoice to the Buyer. If the PV Module(s) exhibits a power output less than ninety percent (90%) of the minimum “Peak Power at STC” as specified in WEMU’s Product Flash Datasheet, provided that such loss in power is determined by WEMU to be due to defects in material or workmanship during manufacturing and not due to faulty installation, WEMU will at its sole option replace such loss in power by either providing additional Module(s) to the Customer to make up for such loss in power, or by repairing or replacing the defective Module(s).

25 years

WEMU warrants the power output for PV Modules for a period of twenty-five (25) years from the date shown in the commercial invoice to the Buyer. If the PV Module(s) exhibits a power output less than eighty percent (80%) of the minimum “Peak Power at STC” as specified in WEMU’s Product Flash Datasheet, provided that such loss in power is determined by WEMU to be due to defects in material or workmanship during manufacturing and not due to faulty installation, WEMU will at its sole option replace such loss in power by either providing additional Module(s) to the Customer to make up for such loss in power, or by repairing or replacing the defective Module(s).

The remedies set forth in this Clause 2 shall be the sole and exclusive remedies provided under the “**Guaranteed Peak power Limited Warranty**”.

Exclusions and Limitations

All warranty claims must, in any event, be filed within the applicable warranty period.

The “Limited product Warranties” and the “Guaranteed peak power Limited Warranties” do not apply when:

- I The product is improperly installed;
- I The product is subjected to inappropriate handling, including handling during transportation or storage;



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- | The product is installed in a mobile or marine environment, subjected to improper voltage or power surges, or subjected to abnormal environmental conditions (such as acid rain, salt damage or other pollution);
- | Inappropriate maintenance, including maintenance by an unauthorized service technician or non-conformance with WEMU's user manual, is performed on the module;
- | The product is subject to external accidents such as fire, explosion, and civil disorder;
- | Other unforeseen circumstances or causes outside WEMU's control including, but not limited to, surges, lightning, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunami snow damage, etc.

The "Limited Product Warranties" and "Guaranteed peak Power Limited Warranty" cover only the transportation cost for reshipment of any repaired or replaced PV Modules(s) to the place of installation, and do not cover any transportation charges for the return of PV Module(s) to WEMU, customs clearance or any other costs related to installation, removal, or reinstallation of the PV Module(s).

Warranty claims will be honored only if the product can be identified as being manufactured by WEMU, as indicated by product label, serial number, etc.

Limitation of Warranty Scope

WEMU shall be liable under no circumstances for any incidental, indirect, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded. WEMU's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase value of the PV Module(s) as paid by the Buyer.

Obtaining Warranty Performance

These "Limited Warranties for PV Module(s)" are applicable only to Buyer who has purchased the PV Module(s) directly from WEMU.

- 1) An immediate notification shall be filed directly to WEMU. Together with the notification, the Buyer should provide a description of the claim, the corresponding module serial number(s), and Proof of Purchase such as a commercial invoice.
- 2) The return of any PV Module(s) will not be accepted unless prior written authorization has been given by WEMU.
- 3) Any replaced Modules shall become the property of WEMU. WEMU shall have the right to deliver another type of PV Module(s) (different in size, color, shape and/or power) in case production has been discontinued at the time of the claim. The repair or replacement of the PV Module(s) or the delivery with additional PV Module(s) shall not extend the original terms of the "Limited Product Warranties" and the "Guaranteed Peak Power Limited Warranty".
- 4) This warranty is transferable when product remains installed in the original location.

Disputes

In case of any discrepancy in a warranty-claim, a test-institute such as Fraunhofer ISE in Freiburg/Germany, TÜV Rheinland in Cologne / Germany, or ASU Arizona State University shall be involved for final judgment. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

Validity

This limited warranty for PV Module(s) shall be from September 01, 2008 and shall apply to all PV Module(s) sold to the Buyer from this date. This shall be valid until an updated revision is issued.

September 01, 2008