

## **Limited Warranty Statement Standard Photovoltaic Module Products**

### **Limited Warranty – 6 Year Repair, Replacement or Refund**

Subject to the exclusions contained below, Canadian Solar Inc. (Canadian Solar) warrants to the buyer that the modules shall be free in all material respects from defects in materials and workmanship under normal application, installation, use and service conditions as specified in Canadian Solar's standard product documentation. The duration of this limited warranty is 72 months from the date of delivery by Canadian Solar.

Claims under the warranty can only be accepted if the buyer can provide the proof that the malfunctioning or non-conformity of module results exclusively from material defects in materials and/or workmanship under normal application, installation, use and service conditions specified in Canadian Solar's standard product documentation. If the product fails to conform to this warranty, Canadian Solar will, at its option, either repair or replace the product, or refund a reasonable, pro-rated portion of the purchase price as set forth below.

### **Limited Warranty – Limited Remedy**

*For all standard PV modules rated at 50W and above:*

If, within twenty-five (25) years from the date of delivery to the original purchaser, any module under normal application, installation, use and service conditions, as specified in Canadian Solar's standard product documentation, has a power output less than 80% of the minimum power specified in writing in Canadian Solar's applicable product documentation at time of delivery, as measured at Canadian Solar in both cases, then, provided that such loss in power is determined by Canadian Solar (at its sole discretion) to be due exclusively to defects in materials or workmanship, Canadian Solar will replace such loss in power by either providing to the buyer additional modules to make up the total wattage loss, at a cost pro-rated for the time in service of the faulty module, or by repairing or replacing the module, at the option of Canadian Solar, as set forth below.

*For all standard PV modules rated at 50W and above:*

If, within ten (10) years from the date of delivery to the original purchaser, any module under normal application, installation, use and service conditions, as specified in Canadian Solar's standard product documentation, has a power output less than 90 % of the minimum power specified in writing in Canadian Solar's applicable product documentation at time of delivery, as measured at Canadian Solar in both cases, then, provided that such loss in power is determined by Canadian Solar (at its sole discretion) to be due exclusively to defects in materials or workmanship, Canadian Solar will replace such loss in power by either providing to the buyer additional modules to make up the total wattage loss, at a cost pro-rated for the time in service of the faulty module, or by repairing or replacing the module, at the option of Canadian Solar, as set forth below.

*For standard PV modules rated below 50W:*

If, within five (5) years from the date of delivery to the original purchaser, any module under normal application, installation, use and service conditions, as specified in Canadian Solar's standard product documentation, has a power output less than 90% of the minimum power specified in writing in Canadian Solar's applicable product documentation at time of delivery, as measured at Canadian Solar in both cases, then, provided that such loss in power is determined by Canadian Solar (at its sole discretion) to be due exclusively to defects in materials or workmanship, Canadian Solar will replace such loss in power by either providing to the buyer additional modules to make up the total wattage loss, at a cost pro-rated for the time in service of the faulty module, or by repairing or replacing the module, at the option of Canadian Solar, as set forth below.

### **Exceptions**

The limited warranties set forth herein DO NOT apply to any module which, in Canadian Solar's sole judgment, has been subjected to use in marine applications or in tropical or equatorial environment, normal wear and tear, misuse, neglect or accident, or which has been damaged through abuse, alteration, improper installation or application, unauthorized service or modification, or negligence in use, storage, transportation or handling, or has been repaired, or in any way tampered with, or resulting from any power failure surges, lightning, flood, fire, accidental breakage, vandalism, acts of war, natural disaster, or other events outside Canadian Solar's control. The limited warranties do not cover any transportation costs for return of modules, or for reshipment of any repaired or replaced module, or cost associated with installation, removal or reinstallation of modules. In addition, the limited warranties do not apply to any cosmetic change in appearance stemming from the normal wear and tear over time of product materials. Warranty claims will not apply if the type or serial number of the applicable product has been altered, removed or made illegible.

### **Claim Verification and Remediation Process**

If the buyer believes that it has a justified claim covered by the limited warranties set forth above, then the buyer agrees to comply with the following return material authorization ("RMA") process.

The buyer must submit such claim in writing to Canadian Solar within the applicable warranty period specified above to the following address, or such future address as Canadian Solar may provide from time to time: **Customer Service Department, Canadian Solar Inc., 199 Lushan Road, Suzhou New District Jiangsu, China, 215129.**

Such notice should enclose evidence of the date of delivery of the applicable product and the basis for the buyer's claim.

Upon receipt of such written claim, Canadian Solar may in its sole discretion seek further verification of the buyer's claim of a breach of one of the foregoing limited warranties. Without limiting the foregoing, the Buyer will return defective products or allegedly-defective products to Canadian Solar at the Buyer's expense and in accordance with written RMA authorization and return packaging and shipping instructions from Canadian Solar. The return of any product will not be accepted by Canadian Solar unless prior written authorization has been given by

Canadian Solar and Customer has complied with the packaging and shipping instructions provided by Canadian Solar.

If Canadian Solar verifies in its reasonable judgment that a product does not comply with the limited warranties set forth i above, then Canadian Solar, at its sole option, will either repair the affected product and return it to the Buyer at the buyer's expense, provide a new or refurbished replacement product shipped to the buyer at the buyer's expense, or refund a reasonable pro-rata portion of the amount paid by the buyer for the affected product, taking into account the period of reduced power output or functionality for the affected product. Any repair or replacement of an affected product shall not increase the applicable warranty period.

The foregoing remedies state Canadian Solar's sole and exclusive obligation and the buyer's sole and exclusive remedy for a breach of the foregoing limited warranty.

### **Not Independent Warranties**

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

### **Disclaimers**

THE LIMITED WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, AND ALL OTHER OBLIGATIONS ON THE PART OF CANADIAN SOLAR, UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY CANADIAN SOLAR. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CANADIAN SOLAR HEREBY DISCLAIMS, AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR, DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO ANY OF ITS PRODUCTS OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL CANADIAN SOLAR BE LIABLE TO THE BUYER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE BUYER, FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE PRODUCTS, EVEN IF CANADIAN SOLAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CANADIAN SOLAR' AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED

THE PURCHASE PRICE PAID TO CANADIAN SOLAR BY THE BUYER FOR THE PRODUCT FURNISHED THAT GAVE RISE TO THE WARRANTY CLAIM.

THE BUYER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE PRODUCTS WOULD BE SUBSTANTIALLY DIFFERENT. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE BUYER.

### **How to claim your Warranty**

If you feel you have a claim covered by warranty, you must immediately notify the dealer who sold you the module under claim. The dealer will advise you on how to handle the claim. Contact Canadian Solar if you require further assistance. Warranty claims must in any event be filed within the applicable limited warranty period set forth above. Warranty claims may only be made by the original buyer or a person to whom title to the applicable product has been transferred, provided that any such transfer is undertaken in its original configuration.

Canadian Solar will not accept the return of any modules without prior written return authorization.