



Limited Warranty Letter for BYD Photovoltaic Module

Shanghai BYD Company Limited (“BYD”) hereby provides this Limited Warranty (“Warranty”) with respect to certain types of its photovoltaic modules defined as follows (hereinafter as “Product”), to the owner of the Product (hereinafter as “Customer”), subject to the conditions, exclusions and limitations set forth below.

1. WARRANTY SCOPE

1.1. Warranty Scope.

BYD standard Photovoltaic Modules covered under this Warranty are as follows:

1.1.1. Monocrystalline Silicon Photovoltaic Module

5" Monocrystalline Silicon Photovoltaic Module:

72 slices: BYD ***M5-36 (***=160, 165, 170, 175,180, 185, 190)

54 slices: BYD ***M5-27 (***=120, 125, 130, 135,140, 145)

36 slices: BYD ***M5-18 (***=080, 085, 090, 095)

1.1.2. Polycrystalline Silicon Photovoltaic Module:

6" Polycrystalline Silicon Photovoltaic Module:

72 slices: BYD ***P6-36 (***=240, 245, 250, 255, 260, 265, 270, 275, 280, 285, 290, 295, 300, 305)

60 slices: BYD ***P6-30 (***=200, 205, 210, 215, 220, 225, 230, 235, 240, 245, 250, 255)

54 slices: BYD ***P6-27 (***=180, 185, 190, 195, 200, 205, 210, 215)



48 slices: BYD ***P6-24 (***=160, 165, 170, 175, 180, 185, 190)

36 slices: BYD ***P6-18 (***=120, 125, 130, 135, 140, 145,150)

5" Polycrystalline Silicon Photovoltaic Module:

72 slices: BYD ***P5-36 (***=160, 165, 170, 175,180, 185, 190)

54 slices: BYD ***P5-27 (***=120, 125, 130, 135,140, 145)

36 slices: BYD ***P5-18 (***=080, 085, 090, 095)

2. LIMITED WARRANTY

2.1. Limited Warranty of Material and Workmanship

2.1.1. BYD warrants that the Product, including modules, junction box, bypass diodes, related direct current connector and cable, will be free from defects in material and workmanship under normal conditions of use, installation, and maintenance, within a period of one hundred and forty-four (144) months from the date of installing the Product or 12 months after the date of Product dispatching from the factory of BYD, whichever date is earlier ("Warranty Start Date").

2.1.2. In the event that any Product is found to be defective in material or workmanship, BYD will, at its discretion, repair or replace such defective Product at no charge to the Customer for replacement modules or parts. The repair or replacement shall be the sole and exclusive remedies provided by BYD under the Warranty.

2.1.3. In the event that BYD elects to repair or replace such defective Product, BYD will assume all insurance and transportation fees, customs clearance, logistics and any other fees or costs for removing and returning the defective Product to BYD, shipping the repaired or replaced Product to customer and reinstallation of the Product. In the event of any replace, BYD shall be entitled to deliver another type of Product or any portion of it with difference size, form, color or output, which is



compatible to the Customer’s PV system, if the type of the claimed Product or parts is no longer produced by BYD at the time of claim.

2.2. Limited Warranty of Output Power

The output power of the Limited Warranty is based on the report of output power of flash test (Photovoltaic Simulator Test) from BYD. In the event that the Product fails to comply with the following Article 2.2.1-2.2.2, BYD will, at its sole option, either (1) repair or replace the defective Product on BYD’s cost; or (2) refund the difference between the actual power output of the Product and the nominal power as set out below, based on the current market price of the Product at the time of the Customer’s claim.

2.2.1. Within a period of one (1) year from the Warranty Start Date, the module output will be at least 97.5% of the rated power output specified in the original product label.

2.2.2. During the next twenty-four (24) years, the module power output will degrade no more than 0.73% per year of the rated power output specified in the original product label. Therefore, at the end of the warranty period, the guaranteed module power output will be at least 80% of the rated power output specified in the original product label.

Output Power shall be calculate according to the article 2.2.1 and 2.2.2. Below Output Power sheet is for your reference only.

<i>Warranty / period in years</i>	<i>Minimum % of output</i>
<i>0</i>	<i>100.0%</i>
<i>1</i>	<i>97.50%</i>
<i>2</i>	<i>96.77%</i>
<i>3</i>	<i>96.04%</i>
<i>4</i>	<i>95.31%</i>
<i>5</i>	<i>94.58%</i>



6	93.85%
7	93.12%
8	92.39%
9	91.66%
10	90.93%
11	90.20%
12	89.47%
13	88.74%
14	88.01%
15	87.28%
16	86.55%
17	85.82%
18	85.09%
19	84.36%
20	83.63%
21	82.90%
22	82.17%
23	81.44%
24	80.71%
25	80.00%

2.3. For purposes of determining Product power output, measurements shall be based on, or normalized to, following standard test conditions:

- (1) a radiation of 1000 W/m²; and
- (2) spectral distribution at 1.5 AM (Atmospheric Mass); and
- (3) cell temperature of 25°C.



Measurements shall be made in accordance with IEC60904, and shall account for measurement system error in accordance with EN50380.

3. WARRANTY EXCLUSION AND LIMITATION

3.1. THE WARRANTIES STATED HEREIN ARE IN LIEU OF ALL OTHER EXPRESS WARRANTIES. IN NO EVENT SHALL ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD IDENTIFIED IN ARTICLE 2 ABOVE. SOME STATES OR OTHER DECIDING JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NO SELLER OF THE PV MODULES NOR ANY OTHER PERSON IS AUTHORIZED TO MAKE ANY WARRANTIES OTHER THAN THOSE SET FORTH HEREIN, OR TO EXTEND THE DURATION OF THE WARRANTIES BEYOND THE PERIODS SET FORTH ABOVE, ON BEHALF OF BYD.

3.2. In any event, all warranty claims must be received by BYD within the applicable warranty period for this Warranty to be effective and BYD reserve the right to determine whether the Warranty will apply to such claims for defective Product.

3.3. The Warranty does not apply to any Product which has been subjected to:

3.3.1. Misuse, abuse, neglect or accident in storage, transportation, handling, installation, application, use or service;

3.3.2. Modification, alteration, repair or replace, without the expressed, prior written consent of BYD or its authorization maintainer;

3.3.3. Non-observance of BYD's installation and maintenance instructions;

3.3.4. Alteration, removal, and illegible of the type or serial number of the Product;



- 3.3.5. Used in an abnormal environmental condition not conforming to the Installation and User Manual;
- 3.3.6. Power failure surges, lightning, flood, fire, accidental breakage or other events beyond BYD's control;
- 3.3.7. Use in such a manner as to infringe BYD or any third party's intellectual property rights. To avoid doubt, the Product itself which provided by BYD, and the use according to BYD's instructions or Installation and User Manual will not infringe BYD and any third party's intellectual property rights.
- 3.3.8. Cosmetic blemishes associated with installation, or the normal wear and tear of PV Modules.

4. PERFORMANCE OF WARRANTY SERVICE

- 4.1. In the event that Customer claims any warranty service which is covered by this Warranty, customer shall immediately notify BYD who will then provide instructions and forms for filing the claim, in writing through below contact information:

Tel: +86-21-5777-8888-32207

E-mail: PVSservice@byd.com

Address: No.999 Xiang jing Road, Song jiang District,

Shanghai. 201611, P. R. China

- 4.2. Together with the notification, the customer shall submit the Purchase Order number and invoice with clear indication of the purchase date, purchase price, panel type.
- 4.3. The return of any Product will not be accepted unless prior written authorization has been given to customer.



5. LIMITATION OF LIABILITY

5.1. THE WARRANTIES SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY BYD, AND SHALL BE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO THE CUSTOMER 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 BYD TO THE CUSTOMER WITH RESPECT TO THE PRODUCT.

5.2. IN NO EVENT WILL BYD BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR OUT OF THE PRODUCT OR THEIR INSTALLATION, USE, PERFORMANCE OR NON-PERFORMANCE, OR ANY DEFECT OR BREACH OF WARRANTY, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY. DAMAGES FOR LOSS OF USE, LOSS OF PROFITS, LOSS OF REVENUES AND LOSS OF PRODUCTION ARE SPECIFICALLY DISCLAIMED. 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.

BYD'S AGGREGATE LIABILITIES, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PARTICULAR PRODUCT INVOLVED.

6. MISCELLANEOUS

6.1. BYD shall not accept any return of Product or any part of it purchased by customer without BYD's prior written consent.

6.2. Any repair, replacement, or additional delivery of Product or any part of it shall not



renew or extend the warranty period specified in this Warranty.

- 6.3. In the event that customer claims warranty service, as repair or replacement after warranty period, BYD shall charge relevant fees.
- 6.4. BYD may appoint any third party to conduct its warranty obligations under this Warranty, after prior written notice to Customer.
- 6.5. Any dispute arising out of discrepancy in a warranty claim, shall be submitted to and finally resolved by a first-class international test institute such as Fraunhofer ISE in Freiburg, Germany; TÜV SÜD in Cologne, Germany; or ASU Arizona State University in USA. Furthermore, such institute shall be appointed by both BYD and Customer. All fees and expenses shall be borne by the losing party.
- 6.6. No issue or claim as to quality, regardless of form, arising out of or in any way connected with this Warranty, shall be notified to BYD to settle later than one (1) year after the occurrence of such issue.
- 6.7. If any part or provision of this 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 Warranty, which shall remain in full force.

7. VALIDITY

This Warranty shall be effective from the date of April 1st, 2012 and remain valid until BYD updates this Warranty with written. This Warranty shall apply to all BYD Product dispatching from the factory of BYD during such period,