

Limited Warranty for PV Modules

1. Limited Product Warranty - Two Year Repair, Replacement or Refund

CD Technology, Inc. (CDT) warrants its Photovoltaic modules (“PV-modules”) to be free from defects in materials and workmanship under normal application, installation, use and service conditions. If the PV-modules fail to conform to this warranty, then for a period ending twenty-four (24) months from date of sale to the original end-customer (“ the customer”). CDT will, at its option, either repair or replace the product, or refund the purchase price as paid by the Customer (“Purchase price”). The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the limited Product Warranty and shall not extend beyond the twenty-four (24) month period set forth herein. This limited Product Warranty does not warrant a specific power output. Which shall be exclusively covered under clause 2 hereinafter (Limited Peak Power Warranty).

2. Limited Peak Power Warranty

A: 10 years

If, within ten (10) years from date of sale to the Customer any PV-modules exhibits a power output less than 90% of the minimum Peak Power as specified at the date of delivery in CDT’s Product information Sheet, provided that such loss in power is determined by CDT (at its sole and absolute discretion) to be due to defects in material or workmanship, CDT will replace such loss in power by either providing to the customer additional PV-modules to make up such loss in power, or by replacing the defective PV module(s), or by refunding the Purchase Price taking into account a yearly depreciation of ten (10)% of the Purchase Price, at the option of CDT.

B: 25 years

If, within a period of twenty-five (25) years from date of sale to the Customer any PV-modules exhibits a power output less than 80% of the minimum Peak Power, provided that such loss in power is determined by CDT (at its sole and absolute discretion) to be due to defects in material or workmanship, CDT will replace such loss in power by either providing to the Customer additional PV-modules to make up such loss in power, or by replacing the defective PV-modules, or by refunding the Purchase Price taking into account a yearly depreciation of seven (7)% for the first 10 years and three (3)% thereafter, of the Purchase Price, at the option of CDT.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the limited Peak Power Warranty.

3 Exclusions and limitations

A: Warranty claims must in any event be filled within the applicable Warranty period.

B: The limited Warranties do not apply to any PV-modules, which in CDT's absolute judgment have been subjected to:

- Misuse, abuse, neglect or accident;
- Alternation, improper installation or application;
- Non-observance of CDT's installation-users and maintenance instructions;
- Repair or modifications by someone other than an approved service technician;
- Power failure surges, lightning, flood, fire, accidental breakage or other events outside CDT control.

C: The limited Warranties do not cover any transportation costs for return of the PV-modules, or for reshipment of any repaired or replaced PV-modules, or cost associated with installation, removal or reinstallation of the PV-modules.

D: Warranty claims will not be honored if the type or serial number of the PV-modules have been altered, removed or made illegible.

4 Obtaining Warranty Performance

If the customer feels he/she has a justified claim covered by this limited Warranty. He/she must immediately notify the (a) dealer, who sold the PV-modules, or (b) any authorized CDT distributor, of the claim in writing, or (c) send such notification directly to CDT. Together with the notification Customer should enclose evidence of the date of sale on which the Solar Products have been purchased. If applicable, Customer's dealer or distributor will give advice on handling the claim. If further assistance is required, Customer is invited to write CDT for instructions; the return of any PV-modules will not be accepted unless CDT has given prior written authorization.

5 Disputes

Customer may bring no action, regardless of form, arising out of or in any way connected with this limited Warranty, more than one (1) year after the cause of action has accrued.

Note:

1. "Peak Power" is the power in watt peak that a PV- module generates in its maximum power point. CDT solar measurements are as follows (a) light spectrum of AM 1.5, (b) an irradiation of 1,000W perm² and (c) a cell temperature of 25 degree Centigrade. The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of CDT valid at the date of manufacture of the PV-modules. CDT's calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.