



Limited Warranty Letter for BYD Photovoltaic Module

Shanghai BYD Company Limited (“BYD”) hereby makes this Limited Warranty Letter for BYD Photovoltaic Module (“Warranty”) to its first customer (for its own use) regarding to its Products defined as follows.

1. WARRANTY SCOPE AND SPECIFICATIONS

1.1 Warranty Scope.

BYD standard Photovoltaic product model names covered under this Warranty are as follows:

1.1.1 Monocrystalline Silicon Photovoltaic

5" Monocrystalline Silicon Photovoltaic:

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:

6" Polycrystalline Silicon Photovoltaic:

72 slices: BYD ***P6-36 (***=240, 245, 250, 255,260, 265, 270, 275, 280, 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:

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)

1.2 Photovoltaic Specifications shall be in accordance with any BYD’s relevant specification documents.

1.3 With respect to the power stated for each Photovoltaic, this is determined according to following measurement 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.

2. LIMITED WARRANTY

2.1 Limited Warranty of Material and Workmanship

2.1.1 BYD warrants that the Photovoltaic, including modules, related direct current connector and cable ("Products"), 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 upon delivery from the factory of BYD.

2.1.2 In the event that any Product is found to be defective in material or workmanship during aforesaid period, BYD will, at its discretion, repair, replace such Product, or refund the then current market price of such Product of receiving claims from customer.

2.1.3 In the event that BYD elects to repair or replace such Product, BYD will assume all insurance and transportation fees, customs clearance and any other fees or costs for returning the defective Product to BYD and shipping the repaired or replaced Product to customer. Notwithstanding the foregoing, the cost and expenses for their removal, installation or reinstallation shall be borne by customer. In the event of any replace, BYD shall be entitled to deliver another type of Product or any portion of it with difference in size, form, color or output, in the event that the type of the reclaimed Product or parts is no longer produced 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, of which the power measurement deviation is within $\pm 3\%$ (Tolerance Rate). BYD shall be liable for the Products which the deviation of the output power exceeds the Tolerance Rate. In the event of following Article 2.2.1-2.2.2, BYD will, at its sole option, either (1) provide additional Products to make up for such loss in power (according to the proportion of service time); or (2) replace the defective Products; or (3) refund customer the cost of the balance between the actual output power and 95% of minimum output power as specified as of the delivery date in BYD's product flash test report, based on the current market sale price of purchasing such Products at the time of receiving claims from customers.



- 2.2.1 Within a period of one (1) year from the date of delivery, the module output will be at least 97.5% of the rated power output specified in the applicable product data sheet as of the date of original sale by BYD.
 - 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 applicable product data sheet as of the date of original sale by BYD. Therefore, at the end of the guarantee period, the guaranteed module power output will be at least 80% of the rated power output specified in the applicable product data sheet as of the data of original sale by BYD.
- 2.3 The remedies set forth in this Article 2 shall be the sole and exclusive remedies provided under the "Limited Warranty of Output Power".

3. WARRANTY EXCLUSION AND LIMITATION

- 3.1 In any event, all warranty claims must be received within the applicable warranty period for this Warranty to be effective.
- 3.2 The warranty does not apply to any Product which has been subjected to:
- 3.2.1 Misuse, abuse, neglect or accident;
 - 3.2.2 Modification, alteration, improper installation or application;
 - 3.2.3 Non-observance of BYD's installation and maintenance instructions;
 - 3.2.4 Repair or modifications by someone other than an approved service technician of BYD;
 - 3.2.5 Alteration, removal, and illegible of the type or serial number of the Products;
 - 3.2.6 Used in an abnormal environmental condition not conforming to the standard conditions set forth in Article 1.3;
 - 3.2.7 Power failure surges, lightning, flood, fire, accidental breakage or other events beyond BYD's control;
 - 3.2.8 Use in such a manner as to infringe BYD or any third party's intellectual property rights.
- 3.3 This Warranty does not apply to Product marked as "Grade B", degraded Product on sales and any other Product which is not covered by the Warranty Scope expressly.

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 in written 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 invoice with clear indication of the purchase date, purchase price, panel type, stamp or signature of BYD shall also be submitted as part of the evidence.
- 4.3 The return of any Product will not be accepted unless prior written authorization has been given to customer. In connection with the Warranty, BYD shall reimburse customer for reasonable, customary and documented transportation charges arising out of sea freight or land transportation of any returned, repaired, or replaced Product only if such charges are evidenced with documents and authorized by BYD.

5. LIMITATION OF LIABILITY

- 5.1 This Warranty as set forth herein is expressly in lieu of and excludes all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of BYD, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by BYD.
- 5.2 Under no circumstances shall BYD be liable for any indirect, incidental, consequential or special damages, howsoever caused including loss of use, loss of profits, loss of production, loss of revenues and business reputation, whether such claims or damages are arising out of or in connection with contract, warranty or negligence. BYD's aggregate liabilities, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer, for the single unit of Product.

6. MISCELLANENOUS

- 6.1 BYD shall not accept any return of sold Product or any part of it 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 assign or transfer its warranty obligations under this Warranty to any third party, after prior written notice to customer.
- 6.5 This Warranty is transferable when the Product remains installed in its original installation location.
- 6.6 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.
- 6.7 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.

7. VALIDITY

This Warranty shall be applicable from and on the date of January 1st, 2012 and shall apply to all BYD Products manufactured from that date, and remain valid until BYD updates this Warranty with written form.