



## Limited Manufacturer's Warranty for DMEGC Brand Crystalline Solar Photovoltaic Modules

For the solar photovoltaic module types listed below (MODULES), Hengdian Group DMEGC Co., Ltd. (DMEGC SOLAR), shall WARRANTY the performance of its MODULES (i) starting from the date of sale (SALES DATE) to the first customer (CUSTOMER) installing (for their own use) the MODULES or (ii) starting at the latest 12 months after MODULES dispatch from the DMEGC SOLAR factory, which ever occurs earlier (the STARTING DATE OF WARRANTY).

DM195-M125-72; DM190-M125-72; DM185-M125-72;  
DM180-M125-72; DM175-M125-72; DM170-M125-72;  
DM260-M125-96; DM255-M125-96; DM250-M125-96;  
DM245-M125-96; DM240-M125-96; DM235-M125-96;  
DM230-M125-96; DM225-M125-96; DM220-M125-96;  
DM295-P156-72; DM290-P156-72; DM285-P156-72;  
DM280-P156-72; DM275-P156-72; DM270-P156-72;  
DM265-P156-72; DM260-P156-72; DM255-P156-72;  
DM250-P156-72; DM245-P156-72;  
DM245-P156-60; DM240-P156-60; DM235-P156-60;  
DM230-P156-60; DM225-P156-60; DM220-P156-60;  
DM215-P156-60; DM210-P156-60;  
DM305-M156-72; DM300-M156-72; DM295-M156-72;  
DM290-M156-72; DM285-M156-72; DM280-M156-72;  
DM275-M156-72; DM270-M156-72; DM265-M156-72;  
DM260-M156-72; DM255-M156-72;  
DM250-M156-60; DM245-M156-60; DM240-M156-60;  
DM235-M156-60; DM230-M156-60; DM225-M156-60;  
DM220-M156-60; DM215-M156-60;

### 1. Limited Product Warranty – Ten years Repair, Replacement or Refund Remedy

DMEGC SOLAR warrants its MODULES to be free from defect in material and/or workmanship under normal application, installation, and use conditions. If the MODULES fail to confirm to this warranty, during the period of One Hundred and Twenty (120) months from the STARTING DATE OF WARRANTY, DMEGC SOLAR will, at its option, either repair or replace the MODULES, or refund the then current market price of the MODULES.

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 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").



## Warranty Terms 2012

### 2. Limited Peak Power Warranty – Limited Remedy

#### 10 years

If, for a period of ten (10) years from the STARTING DATE OF WARRANTY, any MODULE(s) exhibits a power output less than 90% of the nominal power specified in the product data sheet of DMEGC SOLAR, provided that such loss in power is determined by DMEGC SOLAR (at its sole and absolute discretion) to be due to defects in materials or workmanship, DMEGC SOLAR will, at its sole option, either (1) replace such loss in power by either, at DMEGC SOLAR's sole option, (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) or (2) refund the percentage of the cost of the MODULE(s) (as measured by the then current market price of the MODULE(s)) to the CUSTOMER representing the percentage of the power output less than 90% of the nominal power as specified in the product data sheet of DMEGC SOLAR.

#### 25 years

If, for a period of twenty-five (25) years from the STARTING DATE OF WARRANTY, any MODULE(s) exhibits a power output less than 80% of the nominal power specified in the product data sheet of DMEGC SOLAR, provided that such loss in power is determined by DMEGC SOLAR (at its sole and absolute discretion) to be due to defects in materials or workmanship, DMEGC SOLAR will, at its sole option, either (1) replace such loss in power by either, at DMEGC SOLAR's sole option, (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) or (2) refund the percentage of the cost of the MODULE(s) (as measured by the then current market price of the MODULE(s)) to the CUSTOMER representing the percentage of the power output less than 80% of the nominal power as specified in the product data sheet of DMEGC SOLAR.

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

- (1) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.
- (2) The "Limited Product Warranty" and the "Limited Peak Power Warranty" do not apply to any MODULES which have been subjected to:
  - Misuse, abuse, neglect or accident;
  - Alteration, improper installation or application;
  - Non-observance of the installation and maintenance instructions of DMEGC Solar;
  - Repair or modifications by someone other than an approved service technician of DMEGC SOLAR;
  - Power failure surges, lightning, flood, fire, accidental breakage or other events outside the control of DMEGC SOLAR.



## Warranty Terms 2012

- (3) Both “Limited Product Warranty” and “Limited Peak Power Warranty” do not cover any transportation costs for return of the MODULES or for reshipment of any repaired or replaced MODULES or cost associated with installation, removal or reinstallation of MODULES, and customs clearance.
- (4) Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed or made illegible.

### 4. Limitation of Warranty Scope

This “Limited Manufacturer’s Warranty” as set forth herein is expressly in lieu of and exclude 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 DMEGC SOLAR, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by DMEGC SOLAR. DMEGC SOLAR 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 the MODULES, including, without limitation, any defects in the MODULES, or from use or installation. Under no circumstances shall DMEGC SOLAR be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. DMEGC SOLAR’s aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER, for the single unit of MODULE.

### 5. Obtaining Warranty Performance

If the CUSTOMER has a justified claim covered by this “Limited Manufacturer’s Warranty”, an immediate notification shall be filed in writing to **Hengdian Group DMEGC Co., Ltd. No. 1 DMEGC Road, DMEGC Mansion, Hengdian Industrial Zone, Dongyang, Zhejiang, China, 322118 (Tel: +86-579-86554950; Email: solar@dmegc.com.cn)**. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the date on which the MODULES have been purchased. An invoice with clear indication of the purchase date, purchase price, module type, stamp or signature of DMEGC representative or its distributors should also be submitted as part of the evidence. The return of any MODULES will not be accepted unless prior written authorization has been given by DMEGC SOLAR. In connection with both the “Limited Product Warranty” and “Limited Peak Power Warranty”, DMEGC SOLAR shall reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repaired or replaced MODULES, only if this cost is authorized by DMEGC SOLAR.

### 6. Severability

If a part, provision or clause of this “Limited Manufacturer’s Warranty”, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this “Limited Manufacturer’s

Warranty”, and to this end such other parts, provisions, clauses or applications of this “Limited Manufacturer’s Warranty” shall be treated as severable.

### 7. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded.

### 8. Miscellaneous

The repair or replacement of the MODULES or the supply of additional MODULES does not cause the beginning of new warranty terms, nor shall the original terms of this “Limited Manufacturer’s Warranty” be extended. Any replaced MODULES shall become the property of DMEGC SOLAR made for their disposal. DMEGC SOLAR has the right to deliver another type (different in size, color, shape and/or power) in case DMEGC SOLAR has discontinued producing the replaced MODULES at the time of the claim.

### 9. Warranty Transfer

This “Limited Manufacturer’s Warranty” is transferable when the product remains installed in its original installation location.

### 10. Force Majeure

DMEGC SOLAR shall not be responsible or liable in any way to the customer or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this “Limited Manufacturer’s Warranty”, due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of DMEGC SOLAR. In such cases, performance by DMEGC SOLAR of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

### 11. Validity

This “Limited Manufacturer’s Warranty” is valid for all MODULES dispatched from DMEGC SOLAR’s factories between 1st January 2012 and 31st December 2012.

“Nominal Power specified in the product data sheet” is the power in Watt peak that a PV-module generates in its Maximum Power Point under STC condition. “STC” are as follows:

(a) Light spectrum of AM 1.5, (b) an irradiation of 1000 W per m<sup>2</sup> and (c) a cell temperature of 25 degrees centigrade at right angle irradiation. The measurements are carried out as per IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of DMEGC SOLAR valid at the date of manufacture of the PV-modules.