

JA Solar's Special Terms and Conditions on Warranties and Guarantees

JASOLAR

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In respect of both our partner and JA's interest, JA Solar grants you the following warranties and guarantees. Unless expressly provided herein, no additional rights are granted.

1. Five years Product warranty

1.1 For a period of five (5) years since the module been delivered to the seller, JA Solar warrants that the modules it supplies will be free and clear of any defects in materials and workmanship which would impact the functionality of the product under normal installation, application, use and service conditions.

1.2 Any defects within the meaning of subsection 1.1 must be formalized in a written complaint and submitted to the seller within the period set forth under subsection 1.1; together with the invoice.

1.3 The statutory warranty rights apply during the statutory warranty period (24 months). Therefore; defective modules within the meaning of subsection 1.1 will be repaired or replaced within a reasonable period of time, unless otherwise agreed on an ad hoc basis.

1.4 Any and all claims not expressly granted under these Special Terms and Conditions of Warranty are waived.

2. Output Guarantee

2.1 In addition to the product warranty stipulated under section 1 above, JA solar provides the following additional performance guarantees in accordance with these Terms and Conditions, in each case beginning on the date of shipment ex works: In general, standard modules from JA solar are subject to a 10-year guarantee that the module power output will be at least 90% of the minimal power output set forth in the spec sheet and to a 25-year guarantee that the module power output

will be at least 80% of the minimal power output set forth in the spec sheet. The relevant Minimum Specified Power Rating is defined in JA's product data sheet at the time of shipment.

2.2 The power rating must be tested at Standard Test Conditions: irradiance of 1000 W/m², 25°C temperature, and AM 1.5.

2.3 If the module power output does not achieve the 90% or 80% minimum power output thresholds during the aforementioned guarantee period, then JA solar shall, at its own option, make up for the missing power output by supplying an additional module, repair or replace the module, or pay compensation.

a) This compensatory payment is calculated from the pro rata purchase price of the module, less a 10% or 5% reduction for each year following the purchase until the guarantee is enforced.

b) The performance guarantee for such replacement or additional modules extends only to the remainder of guarantee period for the originally supplied module (either ten (10) or twenty-five (25) years).

c) If the originally supplied module type is no longer manufactured in a series, then the current standard types will be delivered to serve as the replacement or additional modules.

d) A prerequisite for granting the guaranteed power output is that the relevant module must have been properly installed, and the use on any mobile units such as motor vehicles and ships is thereby prohibited.

3. Preconditions

3.1 In any event, all warranty claims must be filed within the applicable warranty period.

3.2 The "Product Warranties" and the "output guarantee" do not apply to any MODULES which have been subjected to:

- a) Misuse, abuse, neglect or accident;
- b) Alteration, improper installation or application; Non-observance of JA solar' s installation and maintenance instructions;
- c) Repair or modifications by someone other than an approved service technician of JA solar;
- d) Power failure surges, lighting, flood, fire, accidental breakage or other events outside JA solar's control.

3.3 Both the "Product Warranties" and the "output guarantee" do not cover any transportation charge, customs clearance or any other costs for return of the MODULES, or for reshipment of any repaired or replaced MODULES, or costs associated with installation, removal or reinstallation of the PV-modules.

3.4 Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed or made illegible.

3.5 Any module with glass broken is out of the guarantee, because all JA modules have passed the certification of IEC61215.

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