



The RAQ: Manufacturer's Warranty

20 Year Limited Warranty

The warranty obligations of The RAQ, LLC. for this product are limited to the terms set forth below: What is Covered This limited warranty covers defects in materials and workmanship in this product. What is Not Covered This limited warranty does not cover any damage, deterioration or malfunction resulting from any alteration, modification, improper or unreasonable use or maintenance, misuse, abuse, accident, neglect, exposure to excess moisture, fire, improper packing and shipping (such claims must be presented to the carrier), lightning, power surges, or other acts of nature. This limited warranty does not cover any damage, deterioration or malfunction resulting from the installation or removal of this product from any installation, any unauthorized tampering with this product, any repairs attempted by anyone unauthorized by The RAQ, LLC. to make such repairs, or any other cause which does not relate directly to a defect in materials and/or workmanship of this product. This limited warranty does not cover cartons, equipment enclosures, cables or accessories used in conjunction with this product. Without limiting any other exclusion herein, The RAQ, LLC. does not warrant that the product covered hereby, including, without limitation, the technology and/or integrated circuit(s) included in the product, will not become obsolete or that such items are or will remain compatible with any other product or technology with which the product may be used.

How Long Does this Coverage Last:

This limited warranty lasts twenty (20) years from the date of original purchase of only the original purchaser of this product is covered under this limited warranty. This limited warranty is not transferable to subsequent purchasers or owners of this product. Limited Warranty The RAQ, LLC.

What The RAQ, LLC. will do:

The RAQ, LLC. will, at its sole option, provide one of the following three remedies to whatever extent it shall deem necessary to satisfy a proper claim under

1. Elect to repair or facilitate the repair of any defective parts within a reasonable period of time, free of any charge for the necessary parts and labor to complete the repair and restore this product to its proper operating condition. The RAQ, LLC. will also pay the shipping costs necessary to return this product once the repair is
2. Replace this product with a direct replacement or with a similar product deemed by The RAQ, LLC. to perform substantially the same function as the original
3. Issue a refund of the original purchase price less depreciation and a restocking fee to be determined based on the age of the product at the time remedy is sought What The RAQ, LLC. will not do Under This Limited Warranty If this product is returned to The RAQ, LLC. or the authorized dealer from which it was purchased, this product must be insured during shipment, with the insurance and shipping charges prepaid by you. If this product is returned uninsured, you assume all risks of loss or damage during shipment The RAQ, LLC. will not be responsible for any costs related to the removal or re-installation of this product from or into any

The RAQ, LLC 2510 Telegraph Rd. Suite L-302 Bloomfield Hills, MI 48302

information@solarraq.com

(313)473-7271

installation. The RAQ, LLC. will not be responsible for any costs related to any setting up this product, any adjustment of user controls or any programming required for a specific installation of this product.

How to Obtain a Remedy under this Limited Warranty

To obtain a remedy under this limited warranty, you must contact either the authorized RAQ reseller from whom you purchased this product or The RAQ, Please visit our web site at or contact The RAQ, LLC. Hotline at 313-473- 7271.

In order to pursue any remedy under this limited warranty, you must possess an original, dated receipt as proof of purchase from The RAQ, LLC. or an authorized reseller. If this product is returned under this limited warranty, a return authorization number, obtained from The RAQ, LLC., will be required. You may also be directed to a person authorized by The RAQ, LLC. to repair the product. If it is decided that this product should be returned directly to The RAQ, LLC., this product should be properly packed, preferably in the original carton, for shipping. Cartons not bearing a return authorization number will be refused.

THE MAXIMUM LIABILITY OF The RAQ, LLC. UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID FOR THE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, The RAQ, LLC. IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR Limited Warranty. The RAQ, LLC. CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY. Some countries, districts or states do not allow the exclusion or limitation of relief, special, incidental, consequential or indirect damages, or the limitation of liability to specified amounts, so the above limitations or exclusions may not apply to you.

Exclusive Remedy TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE RAQ, LLC.

SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF THE RAQ, LLC. CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN ALL IMPLIED WARRANTIES COVERING THIS PRODUCT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO THIS PRODUCT AS PROVIDED UNDER APPLICABLE LAW. IF ANY PRODUCT TO WHICH THIS LIMITED WARRANTY APPLIES IS A "CONSUMER PRODUCT" UNDER THE MAGNUSON-MOSS WARRANTY ACT (15 U.S.C.A. §2301, ET SEQ.) OR OTHER APPLICABLE LAW, THE FOREGOING DISCLAIMER OF IMPLIED WARRANTIES SHALL NOT APPLY TO YOU, AND ALL IMPLIED WARRANTIES ON THIS PRODUCT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR THE PARTICULAR PURPOSE, SHALL APPLY AS PROVIDED UNDER APPLICABLE LAW.

The RAQ, LLC 2510 Telegraph Rd. Suite L-302 Bloomfield Hills, MI 48302
information@solarraq.com
(313)473-7271



SP-1000

The Solar PaQ

Solar Panel + Inverter + Universal Roof Mount Racking

UPC: 861150002609

Microinverter Instructions

9. WARRANTY AND PRODUCTION INFORMATION

What does this warranty cover and how long does it last?

This Limited Warranty is provided by Northern Electric & Power Co. Ltd (NEP) and covers defects in workmanship and materials in your BDM-250 Grid-Tied Inverter. This Warranty Period lasts for 15 years from the date of purchase at the point of sale to you, the original end user customer, unless otherwise agreed in writing. You will be required to demonstrate proof of purchase to make warranty claims.

This Limited Warranty is transferable to subsequent owners but only for the unexpired portion of the Warranty Period. Subsequent owners also require original proof of purchase as described in "What proof of purchase is required?"

What will NEP do?

During the Warranty Period, NEP will, at its option, repair the product (if economically feasible) or replace the defective product free of charge, provided that you notify NEP of the product defect within the Warranty Period, and provided that NEP through inspection establishes the existence of such a defect and that it is covered by this Limited Warranty.

NEP will, at its option, use new and/or reconditioned parts in performing warranty repair and building replacement products. NEP reserves the right to use parts or products of original or improved design in the repair or replacement. NEP repairs or replaces a product, its warranty continues for the remaining portion of the original Warranty Period or 90 days from the date of the return shipment to the customer, whichever is greater. All replaced products and all parts removed from repaired products become the property of NEP.

How do you get service?

If your product requires troubleshooting or warranty service, contact your merchant. If you are unable to contact your merchant, or the merchant is unable to provide service, contact NEP directly at:

Northern Electric & Power Co. Ltd

Address: NO.1 Anhe Rd Tsingtao Export Processing Zone, Tsingtao, China 266113

Phone: +86 532 87963900

Fax: +86 532 81100917

What does this warranty not cover?

Claims are limited to repair and replacement or if in NEP's discretion that is not possible, reimbursement up to the purchase price paid for the product. NEP will be liable to you only for direct damages suffered by you and only up to a maximum amount equal to the purchase price of the product.

This Limited Warranty does not warrant uninterrupted or error-free operation of the product or cover normal wear and tear of the product or costs related to the removal, installation, or troubleshooting of the customer's electrical systems. This warranty



SP-1000

The Solar PaQ

Solar Panel + Inverter + Universal Roof Mount Racking

UPC: 861150002609

Microinverter Instructions

does not apply to and NEP will not be responsible for any defect in or damage to:

a) the product if it has been misused, neglected, improperly installed, physically damaged or altered, either internally or externally, or damaged from improper use or use in an unsuitable environment; b) the product if it has been subjected to fire, water, generalized corrosion, biological infestations, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the NEP product specifications including high input voltage from generators and lightning strikes; c) the product if repairs have been done to it other than by NEP or its authorized service centers (hereafter "ASCs"); d) the product if it is used as a component part of a product expressly warranted by another manufacturer; e) the product if its original identification (trade-mark, serial number) markings have been defaced, altered, or removed; f) the product if it is located outside of the country where it was purchased; and g) any consequential losses that are attributable to the product losing power whether by product malfunction, installation error or misuse.

Disclaimer Product

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY NEP IN CONNECTION WITH YOUR NEP PRODUCT AND IS, WHERE PERMITTED BY LAW, IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN CONNECTION WITH THE PRODUCT, HOWEVER ARISING (WHETHER BY CONTRACT, TORT, NEGLIGENCE, PRINCIPLES OF MANUFACTURER'S LIABILITY, OPERATION OF LAW, CONDUCT, STATEMENT OR OTHERWISE), INCLUDING WITHOUT RESTRICTION ANY IMPLIED WARRANTY OR CONDITION OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT REQUIRED UNDER APPLICABLE LAW TO APPLY TO THE PRODUCT SHALL BE LIMITED IN DURATION TO THE PERIOD STIPULATED UNDER THIS LIMITED WARRANTY.

IN NO EVENT WILL NEP BE LIABLE FOR: (a) ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND, EVEN IF NEP HAS BEEN ADVISED, OR HAD REASON TO KNOW, OF THE POSSIBILITY OF SUCH DAMAGE,

(b) ANY LIABILITY ARISING IN TORT, WHETHER OR NOT ARISING OUT OF NEP'S NEGLIGENCE, AND ALL LOSSES OR DAMAGES TO ANY PROPERTY OR FOR ANY PERSONAL INJURY OR ECONOMIC LOSS OR DAMAGE CAUSED BY THE CONNECTION OF A PRODUCT TO ANY OTHER DEVICE OR SYSTEM, AND (c) ANY DAMAGE OR INJURY ARISING FROM OR AS A RESULT OF MISUSE OR ABUSE, OR THE INCORRECT INSTALLATION, INTEGRATION OR OPERATION OF THE PRODUCT.

IF YOU ARE A CONSUMER (RATHER THAN A PURCHASER OF THE PRODUCT IN THE COURSE OF A BUSINESS) AND PURCHASED THE PRODUCT IN A MEMBER STATE OF THE EUROPEAN UNION, THIS LIMITED WARRANTY SHALL BE SUBJECT TO YOUR STATUTORY RIGHTS AS A CONSUMER UNDER THE EUROPEAN UNION PRODUCT WARRANTY DIRECTIVE 1999/44/EC AND AS SUCH DIRECTIVE HAS BEEN IMPLEMENTED IN THE EUROPEAN UNION MEMBER STATE WHERE YOU PURCHASED THE PRODUCT. FURTHER, WHILE THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM EU MEMBER STATE TO EU MEMBER STATE OR, IF YOU DID NOT PURCHASE THE PRODUCT IN AN EU MEMBER STATE, IN THE COUNTRY YOU PURCHASED THE PRODUCT WHICH MAY VARY FROM COUNTRY TO COUNTRY AND JURISDICTION TO JURISDICTION.

Limited Warranty

Trina Solar Co., Ltd (“Trina Solar”) hereby grants the following Limited Warranty to the first customer installing (for its own use) (the “Buyer”) any of the specified (and no other) brand models listed below (the “Products”):

1) Warranted Products

This Limited Warranty shall only apply to the following Products:

a) Polycrystalline Products

TSM-***PA03, TSM-***PA05, TSM-***PA05.05, TSM-***PA05.08, TSM-***PA05A, TSM-***PA05A.05, TSM-***PA05A.08, TSM-***PA14, TSM-***PA14A, TSM-***PA05.10, TSM-***PA05.15, TSM-***PA05.18, TSM-***PA05A.10, TSM-***PA05A.15, TSM-***PA05A.18, TSM-***PA05.002, TSM-***PA05.052, TSM-***PA05.082, TSM-***PA05.102, TSM-***PA05.182, TSM-***PA05.20, TSM-***PA05.25, TSM-***PA05.28, TSM-***PA14.20;

TSM-***PC03, TSM-***PC05, TSM-***PC05.01, TSM-***PC05.05, TSM-***PC05.08, TSM-***PC05A, TSM-***PC05A.05, TSM-***PC05A.08, TSM-***PC05B, TSM-***PC05B.05, TSM-***PC05B.08, TSM-***PC14, TSM-***PC14.08, TSM-***PC14A, TSM-***PC05.10, TSM-***PC05.15, TSM-***PC05.18, TSM-***PC05A.10, TSM-***PC05A.15, TSM-***PC05A.18, TSM-***PC05A.002, TSM-***PC05A.052, TSM-***PC05A.082, TSM-***PC05A.003, TSM-***PC14.002, TSM-***PC14.082, TSM-***PC06, TSM-***PC06.08, TSM-***PC05A.50, TSM-***PC05A.20, TSM-***PC05A.25, TSM-***PC05A.28, TSM-***PC05A(II), TSM-***PC05A.05(II), TSM-***PC05A.08(II), TSM-***PC14(II), TSM-***PC14.08(II), TSM-***PC05A.10(II), TSM-***PC05A.15(II), TSM-***PC05A.18(II), TSM-***PC05A.002(II), TSM-***PC05A.052(II), TSM-***PC05A.082(II), TSM-***PC14.002(II), TSM-***PC14.082(II);

TSM-***PD05, TSM-***PD05.05, TSM-***PD05.08, TSM-***PD05.10, TSM-***PD05.15, TSM-***PD05.18, TSM-***PD05.50, TSM-***PD05.002, TSM-***PD05.052, TSM-***PD05.082, TSM-***PD14, TSM-***PD14.08, TSM-***PD14.10, TSM-***PD14.15, TSM-***PD14.18, TSM-***PD14.002, TSM-***PD05(II), TSM-***PD05.05(II), TSM-***PD05.08(II), TSM-***PD05.10(II), TSM-***PD05.15(II), TSM-***PD05.18(II), TSM-***PD14(II), TSM-***PD14.08(II), TSM-***PD05.00S, TSM-***PD05.05S, TSM-***PD05.08S, TSM-***PD05.05U, TSM-***PD05.08U, TSM-***PD05.00C, TSM-***PD05.05C, TSM-***PD05.08C, TSM-***PD05.00D, TSM-***PD05.05D, TSM-***PD05.08D, TSM-***PD14.00C;

TSM-***PE05A, TSM-***PE05A.08, TSM-***PE14A, TSM-***PE14A.08, TSM-***PE05A(II), TSM-***PE05A.08(II), TSM-***PE14A(II), TSM-***PE14A.08(II);

TSM-***PE05H, TSM-***PE05H.08, TSM-***PE14H, TSM-***PE14H.08, , TSM-***PD05H, TSM-***PD14H, TSM-***PD05HB.09;

b) Monocrystalline Products

TSM-***DA01, TSM-***DA01.05, TSM-***DA01A, TSM-***DA01A.05, TSM-***DA01A.08, TSM-***DA03, TSM-***DA05, TSM-***DA01A.10, TM-***DA01A.15, TSM-***DA01A.18, TSM-***DA01A.002, TSM-***DA01A.052, TSM-***DA01A.082;

TSM-***DC01, TSM-***DC01.01, TSM-***DC01.05, TSM-***DC01A, TSM-***DC01A.05, TSM-DC01A.08, TSM-***DC03, TSM-***DC05, TSM-***DC80, TSM-***DC80.08, TSM-***DC01A.10, TSM-***DC01A.15, TSM-***DC01A.18, TSM-***DC01A.002, TSM-***DC01A.052, TSM-***DC01A.082, TSM-***DC05A, TSM-***DC05A.05, TSM-***DC05A.08, TSM-***DC05A.002, TSM-***DC05A.052, TSM-***DC05A.082; TSM-***DC05A.20, TSM-***DC05A.25, TSM-***DC05A.28, TSM-***DC06, TSM-***DC06.08, TSM-***DC03A(II), TSM-***DC03A.05(II), TSM-***DC03A.08(II), TSM-***DC05A(II), TSM-***DC05A.05(II), TSM-***DC05A.08(II), TSM-***DC05A.002(II), TSM-***DC05A.052(II), TSM-***DC05A.082(II), TSM-***DC06.08(II);

TSM-***DD05A(II), TSM-***DD05A.05(II), TSM-***DD05A.08(II), TSM-***DD14A(II), TSM-***DD14A.08(II), TSM-***DD05A.052(II), TSM-***DD05A.082(II), TSM-***DD05A.05S(II), TSM-***DD05A.08S(II), TSM-***DD05A.05U(II), TSM-***DD05A.08U(II);

TSM-***DE05A(II), TSM-***DE05A.08(II), TSM-***DE14A(II), TSM-***DE14A.08(II);

TSM-***DE05H(II), TSM-***DE05H.08(II), TSM-***DE14H(II), TSM-***DE14H.08(II), TSM-***DD05H(II), TSM-***DD14H(II);

Note: The “***” placeholder stands in each case for the power indication set out in the relevant Product Data Sheet (for example “TSM-260PD05”).

c) Mounting Products

Mounting products contained in Trinamount I, Trinamount II and Trinamount 3 D10. Applicable modules are set forth above in a) and b).

2) Warranty

a) 10 Year Limited Product Warranty

Trina Solar warrants that for a period of ten years commencing on the Warranty Start Date (as defined below)

- There will be no defects in design, material, workmanship or manufacture that materially impede the functioning of the Product(s), and
- the Product(s) will conform to the specifications and the drawings applicable thereto.

This Limited Product Warranty covers glass breakage provided that there was no external cause of breakage (i.e. only breakage caused by the glass itself or the module is covered).

Any deterioration in the appearance of the Product(s) (including, without limitation, any scratches, stains, mechanical wear, rust, or mold) or any other changes to the Product(s) which occur after delivery (Incoterm 2010) to the Buyer, do not constitute a defect under this Limited Warranty. The rights of the Buyer under Sec. 2 b) shall remain unaffected.

b) 25 Year Limited Power Output Warranty

In addition, Trina Solar warrants that for a period of twenty-five years commencing on the Warranty Start Date, the loss of power output relating to the initial guaranteed power which is defined as Peak Power Watts $P_{max}(W_p)$ plus Peak Power Watts $P_{max}(W_p)$ multiplied by the lower limit of the Power Output Tolerance $P_{max}(\%)$ —as specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC) for the Product(s) shall not exceed

- For Polycrystalline Products (as defined in Sec. 1 a): 2.5% in the first year, thereafter 0.7% per year, ending with 80.7% in the 25th year after the Warranty Start Date,
- For Monocrystalline Products (as defined in Sec. 1 b): 3.0% in the first year, thereafter 0.68% per year, ending with 80.68% in the 25th year after the Warranty Start Date.
- The actual power output shall be determined for verification using STC only and measurement shall either be carried out by Trina Solar or by a Trina Solar recognized third-party testing institute. (Remark: According to STC, Measurement system uncertainty will be applied to all actual power output measurements.)

3) Warranty Start Date

The Warranty Start Date is the date of installation of the Product(s) or three months after the delivery (Incoterms 2010) of the Product(s) to the Buyer, whichever date is earlier.

4) Exclusions and Limitations

The aforementioned “Limited Warranty” does not apply to any Products which have been subjected to

- a) Failure to pay the purchase price towards Trina Solar or its subsidiaries which have put the modules on the market even though (i), the payment was due and (ii) the direct customer who

has obtained the modules from Trina Solar or its subsidiary („Direct Customer“) is not entitled to withhold the purchase price or parts of the purchase price. Trina Solar must inform the Buyer about the non-payment and provide the name and the full address of the Direct Customer which has failed to pay the modules. In case that Trina Solar can reject the claim under this warranty based on this provision, the Buyer can deposit the amount not paid in order to trigger the warranty claims;

- b) Failure to comply with the requirements of Trina Solar’s user manual applicable during the Validity of this Limited Warranty pursuant to Sec 10;
- c) Service by service technicians who are not qualified under the relevant law and/or applicable regulations at the place of installation;
- d) The Product’s type, nameplate or module serial number is changed, erased or made illegible (other than by any act or omission of Trina Solar);
- e) The Product’s installation on mobile units (except photovoltaic tracking system), such as vehicles, ships or offshore-structures;
- f) Exposure to voltage in excess to the maximum system voltage or power surges;
- g) Defective components in the construction on which the module is mounted;
- h) exposure to mold discoloration or similar external effects;
- i) exposure to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening, servicing by use of unauthorized spare parts, accident, force of nature (such as lightning strike, earthquake), influence from chemical products or other acts beyond Trina Solar’s reasonable control (including damage by fire, flood, hurricane, etc.);
- j) use of the Products in such a manner as to infringe Trina Solar’s or any third party’s intellectual property rights (e.g. patents, trademarks). Parallel importation, which is defined as subsequent sale without the consent of Trina Solar from the country in which the Product(s) were first put on the market to another country, is regarded as an infringement of Trina Solar’s intellectual property rights. This does not apply for sales within the European Union: such sales from one Member State to another Member State do not require the consent of Trina Solar; whereas sales from outside the European Union into the European Union require such consent of Trina Solar
- k) Only for buyers located in Australia applies: The "Limited Warranty" is only valid for products from authorized Australian resellers. Buyers may contact the Customer Support office in their region (as detailed in clause 7) for details of authorized Australian resellers.
- l) Only for buyers located in the US applies: The "Limited Warranty" is only valid for products from authorized US resellers. Buyers may contact the Customer Support office in their region (as detailed in clause 7) for details of authorized US resellers.

5) Repair, Replacement or Refund Remedy

- a) As Buyer’s sole and exclusive remedy under this Limited Warranty (though Buyer should note paragraph 5(d) below regarding the potential existence of other statutory rights and paragraph 5(e) below for Australian Buyers) Trina Solar will, at its sole discretion, either, with regard to the applicable Product (or component thereof in the case of Mounting Product):

- i) refund the salvage value of the defective Product(s). For purposes of this Limited Warranty salvage value shall mean the purchase price of the defective Product(s) divided by the number of years constituting the warranty period within the meaning of Sec. 2b) and multiplied by the number of full years from the date of notification within the meaning of Sec. 7a) until the end of the applicable warranty period; or
- ii) repair the defective Product(s) at no charge (subject to the following paragraph); or
- iii) replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge (subject to the following paragraph). Trina Solar reserves the right to provide a similar Product in replacement of the defective Product if the defective Product is discontinued or otherwise unavailable.

In the event that Trina Solar opts for options ii) or iii), Trina Solar shall bear all insurance and transportation charges (except air freight), customs clearance and any other costs for returning the defective Product(s) to Trina Solar and shipping the repaired or replaced Product(s) to Buyer (a Buyer may claim reimbursement by Trina for these charges by providing proof to Trina Solar that these charges were incurred, e.g. an invoice from the relevant service provider). Ownership of returned Product(s) shall pass to Trina Solar free of charge. The costs and expenses for the removal, installation or reinstallation shall remain with Buyer.

- b) The warranty period(s) as defined in Sec. 2 a) and b) shall not extend or renew upon the repair or replacement of a defective Product by Trina Solar. The warranty period for replaced or repaired Product(s) is the remainder of the warranty on the original new Product(s).
- c) All other claims under this Limited Warranty against Trina Solar shall be excluded. Under this Limited Warranty, Trina Solar is not responsible for any special, incidental or consequential damages (including loss of profits, business interruption, loss of power generation, harm to goodwill or business reputation, or delay damages) whether such claims are based in contract, warranty, negligence or strict tort. This exclusion applies to the extent permissible by law, and even if the remedies set forth below herein are deemed to have failed of their essential purpose.
- d) YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44 OR PURSUANT TO THE MAGNUSON MOSS WARRANTY ACT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY.
- e) The following statement applies to customers that are 'consumers' within the meaning of the Australian Consumer Law:

“Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.”

6) Rights and Remedies against Third Parties

This Limited Warranty shall be construed as a separate warranty and independent from any other contractual arrangement with third parties relating to the Product(s). It shall not affect any rights, obligations and remedies of the Buyer, if any, with regard to third parties for defects or non-conformity or non-compliance of the Products, notwithstanding its legal basis. The rights and remedies provided hereunder are in addition to any other rights and remedies against third parties to which Buyer may be entitled by agreements with such third parties or by law.

7) Claims Procedure, Notice Periods, Expiration of Warranty Claims and Limitations.

a) Buyer shall notify Trina Solar under this Limited Warranty using Trina Solar’s Customer Service Portal at the web address <http://customerservice.trinasolar.com>; alternatively by letter or facsimile. The notification shall specify the claim and, without limitation, include proof for the purchase (purchasing invoices indicating purchase date, Product(s), serial numbers) and for the defect or malfunction (i.e. related to transport, storage and installation) of the Product(s). The contact customer support center for the regions are:

Europe Customer Support

Trina Solar (Schweiz) AG
Richtistrasse 11,
8304 Wallisellen, Switzerland
T +41 43 299 68 00
F +41 43 299 68 10
<http://customerservice.trinasolar.com>

Americas Customer Support

Trina Solar (U.S.), Inc.
100 Century Center, Suite 501,
San Jose CA 95112, USA
T +1 800 696 7114
F +1 800 696 0166
<http://customerservice.trinasolar.com>

Australia Customer Support

Trina Solar Australia Pty Ltd
Level 35, 60 Margaret Street,
Sydney NSW 2000, Australia
T +61 (0)2 9199 8500
F +61 2 9199 8006
<http://customerservice.trinasolar.com>

Japan Customer Support

Trina Solar (Japan) Limited
World Trade Center Building 21F
4-1, Hamamatsu-cho, 2-chome,
Minato-ku, Tokyo, Japan, 105-6121
T +81-3-3437-7000
F +81-3-3437-7001
<http://customerservice.trinasolar.com>

Rest of World (ROW) Customer Support

Changzhou Trina Solar Energy Company Limited
No. 2 Trina Road, Trina PV Industrial Park,

New District, Changzhou, Jiangsu,
P.R. China, 213031
T +86 519 8548 2008
F +86 519 8517 6021
<http://customerservice.trinasolar.com>

- b) Any dispute on technical facts relating to claims brought under this Limited Warranty for defects of Products shall be determined by expert determination. Trina Solar and the Buyer will, at the Buyer's or Trina Solar's request, appoint as independent expert and appraiser a reputable researcher from a first-class test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV (e.g. TÜV Rheinland, TÜV SUD or Shanghai TÜV) or ASU Arizona State University, and so on ("Technical Expert"). The determination by such Technical Expert shall be final, conclusive, binding and enforceable in any proceeding brought hereunder. The Technical Expert shall (i) act as an expert; (ii) allow the parties a reasonable opportunity to make representations and counter-representations; (iii) take those representations and counter-representations into account; and (iv) if required by either party give written reasons for his or her determination.
- c) Any claim for breach of this Limited Warranty must be brought within two (2) months after discovery of the breach.
- d) The return of any defective Product(s) will not be accepted unless prior written authorization has been given by Trina Solar.

8) Force Majeure

Trina Solar shall not be responsible or liable in any way to the Buyer for any non-performance or delay in Trina Solar's performance under this Limited Warranty due to occurrences of force majeure such as, war, riots, strikes, unavailability of suitable and sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the defective Product(s) or the notification of the relevant warranty claim under this Limited Warranty.

9) Warranty Assignment

This Limited Warranty is transferrable when the Products remain installed in their original installation location.

10) Validity

This Limited Warranty shall apply to Product(s)

delivered to Buyer on or after 21st of January 2018 (Incoterms 2010).

This Limited Warranty shall be valid until a new revision is issued by Trina Solar.

11) No Other Express Warranty

Except as otherwise provided by applicable statutory law (cf. Sec. 5 d) and 5 e) above) or unless modified in writing and signed by an officer of Trina Solar, the Limited Warranty set forth herein is the only express warranty (whether written or oral) by Trina Solar applicable to the Products and no one is authorized to restrict, expand or otherwise modify this Limited Warranty.

12) Miscellaneous

If any provision of this Limited Warranty is held invalid, unenforceable or contrary to law then the validity of the remaining provisions of this Limited Warranty shall remain in full force and effect.

13) Limitation of Liability

To the maximum extent permitted by applicable law, Trina Solar's aggregate liability according to this Limited Warranty shall not exceed the purchase price paid by the Buyer for the defective Product(s) in the case of a Warranty Claim. The Buyer acknowledges that the foregoing limitation of liability is an essential element of this Warranty and that in the absence of such limitations the purchase price of the Product(s) would be significantly higher.

14) Applicable Law and Jurisdiction

The validity of this Limited Warranty, the construction of its terms and the interpretation and enforcement of the rights and duties of the Buyer and Trina Solar shall be governed by the laws of the country of the original installation location of the Product(s), to the exclusion of that country's conflicts of law rules as well as of the United Nations Convention on the International Sale of Goods dated 11 April 1980 (CISG) and of any other uniform law.

All disputes arising out of or in connection with this Limited Warranty shall be finally settled before the ordinary courts of the country of the original installation location of the Product(s).

Note

The installation and operation of photovoltaic modules requires professional skills and should only be performed by qualified professionals. Please read the safety and installation instructions before using and operating the Product(s). <http://www.trinasolar.com/en-glb/resources/downloads>