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## Limited Warranty for Photovoltaic Module(s)

**Changzhou Almaden Co., Ltd. (Hereinafter as “ALMADEN”) grants the following limited warranty for the standard Photovoltaic Solar Module(s) (hereinafter as” MODULE(S)”) listed below to the first customer installing (for their own use) the MODULE(S) (hereinafter as” CUSTOMER”).**

### ALMADEN Product list:

SEAP60T-XXX; SEAP72T-XXX; SEAM60T-XXX; SEAM72T-XXX; SEAB60T-XXX; SEAC60T-XXX; SEAC72T-XXX;  
SEAP60W-XXX; SEAP72W-XXX; SEAM60W-XXX; SEAM72W-XXX; SEAC60W-XXX; SEAC72W-XXX; SEAP60B-XXX;  
SEAP72B-XXX; SEAM60B-XXX; SEAM72B-XXX; SEAC60B-XXX; SEAC72B-XXX;  
SEBP60T-XXX; SEBP72T-XXX; SEBM60T-XXX; SEBM72T-XXX; SEBC60T-XXX; SEBC72T-XXX; SEBP60W-XXX;  
SEBP72W-XXX; SEBM60W-XXX; SEBM72W-XXX; SEBC60W-XXX; SEBC72W-XXX; SEBP60B-XXX; SEBP72B-XXX;  
SEBM60B-XXX; SEBM72B-XXX; SEBC60B-XXX; SEBC72B-XXX;

### Limited Product Warranty---Twelve Years Repair, Replacement or Refund Remedy

Changzhou Almaden Co., Ltd. warrants its MODULE(S), including factory assembled DC connectors and cables, if any, to be free from defects in material and workmanship and Snail Trail which inhibit their normal functioning under normal application, installation, use and service conditions. Any color change on MODULE(S) or any other changes on module appearance do not constitute defects under this warranty unless degradation of functionality of the MODULE(S) occurs. If the MODULE(S) fail to conform to this warranty during the period of 12 Years from the Warranty Start Date (as defined below). ALMADEN will, at its option, either repair or replace the MODULE(S), or refund the then current market price of the MODULE(S). The repair or replace or refund remedy shall be the sole exclusive remedy provided under this “Limited Product Warranty”. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under “Limited Peak Power Warranty” as follows.

### Limited Peak Power Warranty---30 Year Limited Power Output Warranty

Under normal application, installation, use and service conditions, ALMADEN warrants that for a period of thirty years from the warranty start date, any loss of power output of the nominal power output specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC) for the Product(s) shall not exceed

- **2.5 %** during the first year.
- **0.5%** per year from the 2<sup>nd</sup> year to the 29<sup>th</sup> year and ending with 83% in the 30<sup>th</sup> year after the warranty start date.

ALMADEN will at its option, either repair or replace the MODULE(S), or 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

In the event it is proved with evidence that there is negative deviation of actual performance from warranty power out values, ALMADEN, at its option, will compensate for such loss in power either:

1. provide additional module to the CUSTOMER to remedy the total wattage loss; or
2. repair the defective MODULE(S) at no cost to the CUSTOMER; or
3. replace the defective MODULE(S) or parts of the MODULE(S) thereof by a new or refurbished equivalent at no charge to the CUSTOMER. Nevertheless, the costs and expenses for defective MODULE(S) removal, installation and reinstallation shall be covered by the CUSTOMER; or
4. provide equivalent financial compensation to the CUSTOMER for the reduced performance of the defective MODULE(S).

**Warranty Start Date,**

The Warranty Start Date shall be defined as the date of installation or 90 (ninety) days after the delivery by ALMADEN, whichever date is earlier.

**Exclusions and Limitations**

The Limited Warranty for Photovoltaic MODULE(S) do not apply to any MODULE(S), which have been subjected to:

1. improper application, installation, use and service; or non-observance of ALMADEN's installation and maintenance instructions;
2. modification, misuse, abuse, neglect or accident;
3. fire, earthquake, explosion, war, commotion, lightning, flood, power failure incident, strikes, accidental breakage or other events beyond ALMADEN's control.
4. the MODULE(S)' appearance, configuration, type, serial number or label has been altered, destroyed, removed, ripped off or made illegible.
5. any damage caused by improper transportation by CUSTOMER or any third party.
6. failure to comply with ALMADEN's installation manual during installation and reinstallation.
7. service by unqualified technicians under the relevant law and/or applicable regulations at the place of installation.
8. exposure to any inappropriate voltage or power surges or abnormal environmental conditions.
9. Inadequate or defective components in the construction or mounting system where the MODULE(S) is mounted.

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**Limitation of Warranty Scope**

The “Limited Product Warranty” and the “Limited Peak Power Warranty” as set forth herein are expressly in lieu of and exclude all other express or implied warranties and all other obligations or liabilities on the part of ALMADEN. ALMADEN only provides Limited Warranty in the period of validity of “Limited Product Warranty” and “Limited Peak Power Warranty”.

ALMADEN 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 MODULE(S), including, without limitation, any defects in the MODULE(S), or from use or installation. Under no circumstances shall ALMADEN be liable for the following:

- 1) CUSTOMER requires compensating the damage caused by above reasons
- 2) Any third party requires CUSTOMER compensating the damage
- 3) Special, Incidental or indirect damages, or any consequential economic loss (including profit, saving, tax, transportation charge or installing loss etc.), even if ALMADEN has been notified the possibility of happening these damage or loss.

ALMADEN’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(S).

**Severability**

Should any part, provision or clause of this Limited Warranty for Photovoltaic Module(s) is proved to be invalid, unenforceable or contrary to law, the remaining provisions of this Limited Warranty for Photovoltaic Module(s) shall remain to be valid enforceable.

**Disputes and Arbitration**

1. In case of any discrepancy in “Limited Warranty for Photovoltaic Module(s)” claim, a first-class international test-institute such as Quality Supervision & Testing Center of Chemical and Physical Power Sources of Ministry of Information Industry, or TÜV SUD in Munich/Germany or ASU Arizona State University (“Technical Expert”) shall be involved. The judgment of the appointed Technical Expert from above test institute shall be final, conclusive, binding and enforceable in any proceeding brought hereunder. Both fees and expenses shall be born by losing party.
2. CUSTOMER is obligated to directly inform ALMADEN immediately after discovery of any claim under this Limited Warranty for Photovoltaic Module(s) by mailing a letter or sending an e-mail letter to ALMADEN’s customer service center listed hereunder. Along with the letter or e-mail, evidence of the claim and the corresponding serial number have to be enclosed. An

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invoice with clear indication of the purchase date, purchase price, module type, stamp or signature of ALMADEN or its distributors should also be submitted as part of the evidence.

3. The return of any MODULE(S) will not be accepted unless prior written authorization has been granted by ALMADEN.

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 AND 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.

**Warranty Assignment**

This Limited Warranty for Photovoltaic MODULE(S) is transferrable when the products remain installed in their original installation location.

**Validity**

This Limited Warranty for Photovoltaic MODULE(S) is effective from Nov. 1<sup>st</sup>, 2012. This Limited Warranty for Photovoltaic Module(s) shall remain valid until a new revised version is released by ALMADEN.

Changzhou Almaden Co., Ltd.  
No.639 Qinglong East Road, Changzhou, Jiangsu, China  
Tel: +86 519 8888 0015 / 0016  
Fax: +86 519 8888 0017  
E-mail: INFO@CZAMD.COM