

1: GENERAL:

Vigest Solar SLU (“Vigest”) provides this Limited Warranty for Photovoltaic Solar Modules (“MODULES”) to the direct client (“client”), being the company that purchases the MODULES from Vigest.

The MODULES means the PV solar modules produced by Vigest, including factory-assembled junction box and cables.

Unless otherwise notified by Vigest, this Limited Warranty applies to the country or area where client is located.

2: VIGEST SOLAR SLU WARRANTY FOR THE MODULES

Vigest warrants its MODULES to be free from any defects in materials and workmanship, and satisfy the specifications issued by Vigest when the MODULES are loaded into containers ready for shipping.

1. Limited Product Warranty

Under normal application, installation, use and service conditions, if MODULES fail to conform to this limited product warranty due to defects in material or workmanship, then for a period ending 144 months from date of sale as shown in the invoice or Contract issued by Vigest, Vigest will, at its option, either repair or replace the MODULES or refund the purchase price as paid by the client for these defective MODULES. The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and will be performed directly to the direct client only. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under “Limited Peak Power Warranty” as follows.

2. Limited Peak Power Warranty**15 years**

Under normal application, installation, use and service conditions, power output less than 90% of the minimum Peak Power at STC as specified in Vigest’s Product Information Sheet, provided that such loss in power is determined by Vigest (at its sole and absolute discretion) to be due to defects in material or workmanship. Within a period of fifteen (15) years from the date shown in the invoice or the contract to the client, the client has the right to invoke the Limited Peak Power Warranty.

Vigest will replace such loss in power by either providing additional MODULES to the client to complement such loss in power, or by replacing the defective MODULES at the option of Vigest.

25 years

Under normal application, installation, use and service conditions, power output less than 80% of the minimum Peak Power at STC as specified in Vigest's Product Information Sheet, provided that such loss in power is determined by Vigest (at its sole and absolute discretion) to be due to defects in material or workmanship. Within a period of twenty-five (25) years from the date shown in the invoice or the contract to the client, the client has the right to require the Limited Peak Power Warranty.

Vigest will replace such loss in power by either providing additional MODULES to the client to complement such loss in power, or by replacing the defective MODULES at the option of Vigest.

The remedies provided under the Limited Peak Power Warranty shall be the sole and exclusive remedies.

3: WARRANTY EXCLUSIONS AND LIMITATIONS

The "Limited Product Warranty" and the "Limited Peak Power Warranty" do not apply to any MODULES, which have been subjected to:

1. The date of Limited warranty provide by client has exceeded the period of validity
2. Improper application, installation, use and service; or non-observance of Vigest's installation and maintenance instructions;
3. Repair or modifications by someone other than an approved service technician of Vigest ;
4. Misuse, abuse, neglect or accident;
5. In the event of any fire, earthquake, explosion, war, commotion, lightning, flood, power failure incident, strikes, accidental breakage or other events outside Vigest's control.
6. The MODULES' appearance, configuration, type, serial number or label has been altered, destroyed, removed, ripped off or made illegible.
7. Any damage caused by improper transportation or a third party.

4 : OBTAINING WARRANTY SERVICE

In the event of a claim covered by this "Limited Warranties for solar modules", the client must provide written notification to Vigest. Together with the notification, the client should enclose the evidence of the claim with the corresponding serial number of the MODULES and the invoice on which the MODULES have been purchased. Vigest will appoint a technician to examine the warranty claim.

The Client cannot take down or remove the defective MODULES or return defective MODULES to Vigest unless prior written authorization has been given by Vigest.

The repair or replacement of the MODULES or the supply of additional MODULES does not cause the beginning of new warranty term, nor shall the original terms of this “Limited Warranty for SOLAR MODULES” be extended. Any replaced MODULES shall become the property of Vigest made for their disposal. Vigest reserves the right to deliver another type (different in size, color, shape and/or power) in the event that Vigest has discontinued production of the defective / replaced MODULES at the time of the claim. Vigest warrants all replacement MODULES will be in good working condition and will function to at least the same power capacity as the original replaced MODULES.

5: 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 Wanfeng. Wanfeng only provides Limited Warranty in the period of validity of “Limited Product Warranty” and “Limited Peak Power Warranty”.

Vigest 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 Vigest be liable for the following:

- 1) Client requires compensating the damage caused by above reasons
- 2) Any third party requires client 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 Vigest has been notified the possibility of happening these damage or loss.

Vigest’s aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the client, for the single unit of MODULES.

6: DISPUTES AND ARBITRATION

Any dispute arising from or in connection with the “Limited Warranty for SOLAR MODULES” shall be settled through friendly negotiation. In the event that no settlement is reached, the dispute shall be submitted to the International Economic and Trade Arbitration Commission stipulated in the contract between client and Vigest.

In case of any discrepancy in “Limited Peak Power Warranty” 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 TUV Rheinland in Cologne/Germany or UL laboratory shall be involved to test the peak power of the MODULES and judge the claim finally. All fees and expenses shall be born by losing party.

Note: This “Limited Warranty for SOLAR MODULES” is effective from June 1, 2011. Vigest retains the right to amend the provisions, clauses or applications of this “Limited Warranty for SOLAR MODULES” from time to time without notice.