

# Infinity New Energy Co. Ltd

## QUALITY WARRANTY

### ARTICLE 1: GENERAL TERM

Infinity New Energy Co.Ltd.(hereafter is simplified as ("Infinity Solar " ) provides the Limited Warranty for Solar Modules (hereafter is simplified as "MODULES") only to the direct client (hereafter is simplified as "client") that purchases the MODULES from Infinity Solar.

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

Unless other notice from Infinity Solar, this Limited Warranty is only available in the country or area where client get the MODULES. If any questions, please contact with Infinity Solar.

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. The benefits under this product and performance warranty are in addition to other rights and remedies you may have under law in relation to the modules.

### ARTICLE 2: INFINITY SOLAR LIMITED WARRANTY FOR THE MODULES

Infinity Solar warrants its MODULES to be free from defect in materials and workmanship, and satisfy the specification issued Infinity Solar by when the MODULES be loaded to the containers and prepare to ship.

#### 1. Limited Product Warranty – 10 Year Repair, Replacement

Infinity Solar warrants its Modules to be free from defect in Workmanship, as per the Mechanical and Electrical Characteristics of the Module's Datasheet, under Infinity Solar normal application, installation, use and service conditions. If Modules fail to conform to this warranty, within One Hundred Twenty (120) months after the limited warranty starting date (hereinafter referred to as the "Limited Warranty Starting Date"), Infinity Solar will, at its option, either repair or replace the Modules. The repair or replacement shall be the sole and exclusive remedy provided under the clause "Limited Product Warranty" and shall not extend period of warranty set forth herein.

#### 2. Limited Performance Warranty – 25 Year Limited Remedy

Infinity Solar warrants that, for Poly Module, 97.5% in the first year from the Limited Warranty Starting Date, thereafter, for years two (2) through twenty-five (25), 0.7% maximum decrease from Module's nominal power output per year, ending with the 80.7% in the 25th year after the defined Limited Warranty Starting Date. Infinity Solar warrants that, for Mono Module, 97% in the first year from the Limited Warranty Starting Date, thereafter,

for years two (2) through twenty-five (25), 0.7% maximum decrease from Module's nominal power output per year, ending with the 80% in the 25th year after the defined Limited Warranty Starting Date.

#### ARTICLE 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 Infinity Solar's installation and maintenance instructions;
- 3). Repair or modifications by someone other than an approved service technician of
- 4). Misuse, abuse, neglect or accident;
- 5). In the event of any fire, earthquake, explosion, war, commotion, lighting, flood; Power failure incident, strikes, accidental breakage or other events outside control.
- 6). The MODULES' appearance, configuration, type, serial number or label has been altered, destroyed, removed, ripped off or made illegible.
- 7). The damage caused by improper transportation or third party

#### ARTICLE 4: OBTAINING WARRANTY SERVICE

If the client feels a justified claim covered by this "Limited Warranties for solar modules", provide a written notification to immediately. 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. Infinity Solar will appoint technician to prove it.

Client can't take down or remove the defective MODULES or return defective MODULES to Infinity Solar privately unless prior written authorization has been given by Infinity Solar.

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 Warranty for SOLAR MODULES" be extended. Any replaced MODULES shall become the property of made for their disposal. Infinity Solar has the right to delivery not new or another type (different in size, color, shape and/or power) in case Infinity Solar discontinued producing the replaced MODULES at the time of the claim. But Infinity Solar warranty all replacement of the MODULES can remain good working, at least the function is the same as original replaced MODULES

#### ARTICLE 5: LIMITATION OF WARRANTYSCOPE

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 . Infinity Solar only provides Limited Warranty in the period of validity of "Limited Product Warranty "and "Limited Peak Power Warranty".

Infinity 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 be liable for three articles as follows:

- 1) Client requires compensating the damage caused by above reasons

- 2) The third party requires client compensating the damage
- 3) Special, Incidental or indirect damages, or any consequential economic loss (Not including profit, saving, tax, transportation charge or installing loss etc.), even if Infinity Solar has been notified the possibility of happening these damage or loss. Infinity Solar'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. If some special regulation or clause on the CHINA or INTERNATIONAL law, which cause part provisions, clauses or applications of this "Limited Warranty for SOLAR MODULES" exist blank on the law or lack forcible, this shall not affect other parts, provisions, clauses or applications of this "Limited Warranty for SOLAR MODULES" fulfill.

#### ARTICLE 6: WARRANTY TRANSFER

This warranty is transferable when the product remains installed in its original location and the warranty registration.

#### ARTICLE 7: DISPUTES AND ARBITRATION

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

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 borne by losing party.

Note: This "Limited Warranty for SOLAR MODULES" is valid since Feb 1, 2012. The final explanation right for this limited warranty shall be borne by Infinity Solar. Infinity Solar holds the right to amend the provisions, clauses or applications of this "Limited Warranty for SOLAR MODULES" from time to time without notice.

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. The benefits under this product and performance warranty are in addition to other rights and remedies you may have under law in relation to the modules.