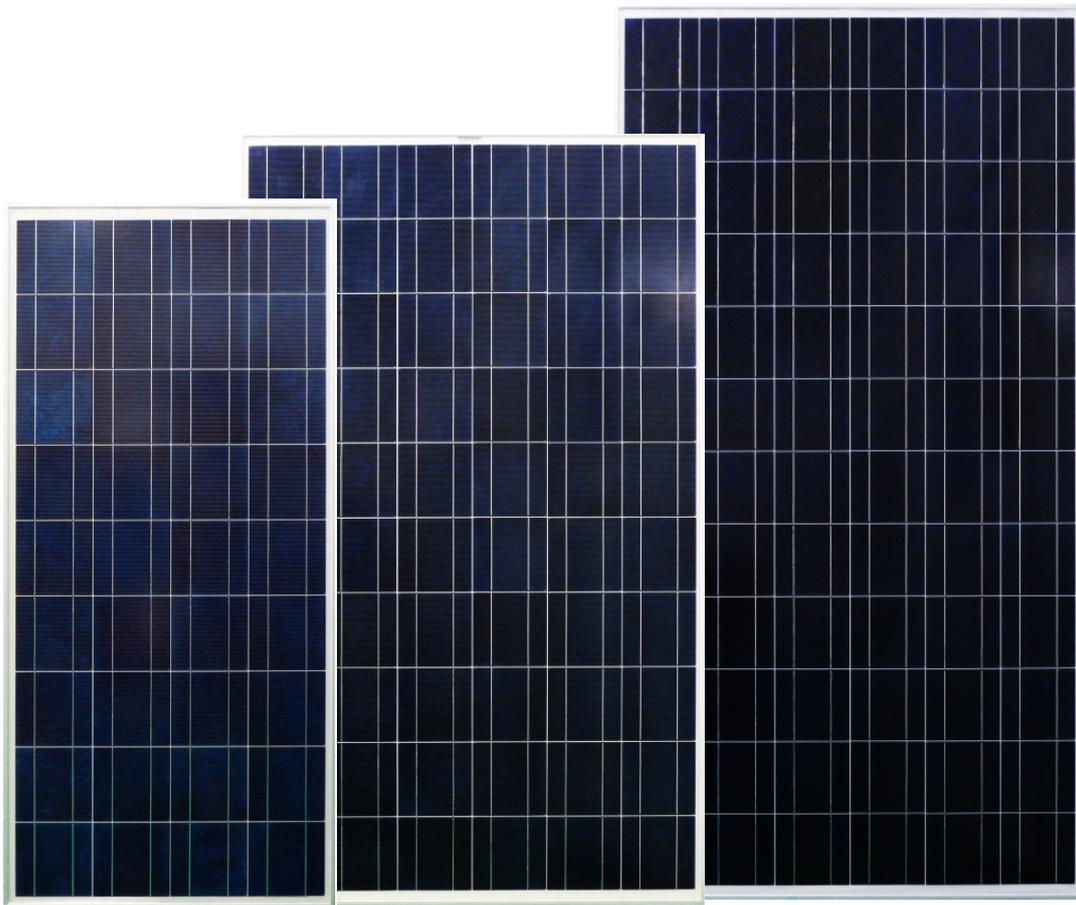


BYD Photovoltaic Module Warranty Letter



Shanghai BYD Co., Ltd. (hereinafter referred to as “BYD”), a corporation duly organized and existing under the laws of the P.R. China, with its registered office at No.999, Xiangjing Road , Chedun Town , Songjiang District , Shanghai (201611), China hereby makes this Limited Warranty Letter for Photovoltaic (“Warranty”) regarding to its Photovoltaic as follows.



1. WARRANTY SCOPE AND SPECIFICATIONS

1.1 Warranty Scope.

BYD standard Photovoltaic product model names covered under this Warranty are as follows:

1.1.1 Monocrystalline Silicon Photovoltaic:

5" Monocrystalline Silicon Photovoltaic:

72 slices: BYD ***M5-36 (***=160, 165, 170, 175,180, 185, 190)

54 slices: BYD ***M5-27 (***=120, 125, 130, 135,140, 145)

36 slices: BYD ***M5-18 (***=080, 085, 090, 095)

1.1.2 Polycrystalline Silicon Photovoltaic:

6" Polycrystalline Silicon Photovoltaic:

72 slices: BYD ***P6-36 (***=240, 245, 250, 255,260, 265, 270, 275, 280, 285, 290, 295, 300)

60 slices: BYD ***P6-30 (***=200, 205, 210, 215,220, 225, 230, 235, 240,245,250)

54 slices: BYD ***P6-27 (***=180, 185, 190, 195, 200, 205, 210, 215)

48 slices: BYD ***P6-24 (***=160, 165, 170, 175, 180, 185, 190)

36 slices: BYD ***P6-18 (***=120, 125, 130, 135,140, 145)

5" Polycrystalline Silicon Photovoltaic:

72 slices: BYD ***P5-36 (***=160, 165, 170, 175,180, 185, 190)

54 slices: BYD ***P5-27 (***=120, 125, 130, 135,140, 145)

36slices: BYD ***P5-18 (***=080, 085, 090, 095)

1.2 Photovoltaic specifications shall be specified in BYD's relevant specification documents.

1.3 With respect to the nominal power for each Photovoltaic in the product documents, this is the power produced at the maximum power point under the standard conditions. The standard conditions refer to:

- (1) spectral distribution at 1.5 AM (Atmospheric Mass); and
- (2) a radiation intensity of 1000 W/m²; and
- (3) cell temperature of 25°C when radiation is at a right angle.



2. LIMITED WARRANTY

2.1 Limited Warranty of Material and Workmanship

BYD warrants that the Photovoltaic, including related direct current connectors and cables provided by the factory of BYD, are free from defects in material and workmanship under normal conditions of use, installation, and maintenance, within a guarantee period of sixty (60) months. In the event that any Photovoltaic is found to be defective in material or workmanship during aforesaid period, BYD may, at its discretion, ask for repair, replacement or refund, but the refund shall be subject to the price of purchasing such Photovoltaic or the market price of such Photovoltaic at the time of receiving claims from customer. BYD reserves the final right to clarify the sale price.

2.2 Limited Warranty of Output Power

The output power of the Limited Warranty is based on the report of output power of flash test (**Photovoltaic Simulator Test**) from BYD, with a tolerance deviation range of $\pm 3\%$ (Tolerance Rate). BYD shall be liable for the Product, of which the deviation of the output power exceeds the Tolerance Rate. In the event of following 2.2.1-2.2.4, BYD may, at its sole option, either (1) provide additional Photovoltaic to make up for such loss in power (according to the proportion of service time); or (2) replace the defective Photovoltaic to eliminate such loss in power; or (3) refund customer the cost of the balance between the actual output power and 95% of the minimum output power as specified as of the delivery date in BYD's product documents, and this cost shall be calculated subject to the market price of such Photovoltaic at the time of receiving claims from customer or the price of purchasing such Photovoltaic by customers. BYD reserves the final right to clarify the sale price.

2.2.1 Within a period of ten (10) years from the commencement date of the guarantee period, under the standard measurement conditions, any Photovoltaic exhibits a power output less than 90% of the minimum output power as specified as of the delivery date in BYD's product flash test report, provided that such loss in power is determined by BYD to be due to defects in material or workmanship.



2.2.2 Within a period of twenty five (25) years from commencement date of the guarantee period, under the standard measurement conditions any Photovoltaic exhibits a power output less than 80% of the minimum output power as specified as of the delivery date in BYD's product documents, provided that such loss in power is determined by BYD to be due to defects in material or workmanship.

2.3 With regard to any replacement, BYD shall be entitled to deliver another type of Photovoltaic different in size, form, color or output, in the event that the type of the reclaimed Photovoltaic or parts is no longer produced at the time of claim.

3. WARRANTY EXCLUSION AND LIMITATION

3.1 In any event, all warranty claims shall be made within the applicable warranty period for this Warranty.

3.2 The warranty does not apply to any Photovoltaic which has been subjected to:

- 3.2.1 Misuse, abuse, neglect or accident;
- 3.2.2 Alteration, improper installation or application;
- 3.2.3 Non-observance of BYD's installation and maintenance instructions;
- 3.2.4 Repair or modifications by technical maintenance personnel not accredited by BYD;
- 3.2.5 Power failure, lightning, flood, fire, accidental breakage or other events beyond BYD's control.

3.3 The Warranty does not cover any costs associated with installation, removal or re-installation of the Photovoltaic and customs clearance or any other costs for return of the Photovoltaic.

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



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3.5 This Warranty does not apply to any Photovoltaic marked as “Grade B”, degraded Photovoltaic on sale and any other Photovoltaic which is not covered by the Warranty Scope expressly.

4. PERFORMANCE OF WARRANTY SERVICE

4.1 In the event that customer claims any warranty service which is covered by this Warranty, the customer shall immediately notify BYD in written through below contact information:

Tel: +86-21-57778888-32207

E-mail: PVSservice@byd.com

Address: No.999 Xiangjing Road, Songjiang, Shanghai. 201611, P.R.China

4.2 Together with the notification, the customer shall submit the invoice with clear indication of purchase date, purchase price, panel type, stamp or signature of BYD and its distributor as evidence.

4.3 The return of any Photovoltaic will not be accepted unless prior written authorization has been given to the customer. In connection with the Warranty, BYD shall bear reasonable, customary charges arising out of sea freight or reshipment, or land transportation of any returned, repaired or replaced Photovoltaic only if such charges are evidenced with documents and authorized by BYD.

5. LIMITATION OF LIABILITY

This Warranty sets forth herein supersedes and excludes all other express or implied warranties (including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application) and all other obligations or liabilities on the part of BYD, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by BYD. The Warranty provided shall not extend to end users directly. For avoidance of any doubt, any claims from end user for the warranty of Photovoltaic, shall not be accepted except confirmed and submitted by direct customer of BYD. BYD will, at its discretion, negotiate with its direct consumer and settle such claims. BYD 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 Photovoltaic, including without limitation, any defect in the Photovoltaic, or from use or installation. Under no circumstances shall BYD be liable for indirect, incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues shall not be borne by BYD. BYD's aggregate liabilities, if any, in damage to customers or other liabilities shall not exceed the invoice value as paid by the customer, for the single unit of Photovoltaic.

6. GENERAL

6.1 BYD shall not accept any return of sold Photovoltaic by the customer without BYD's prior written consent.

6.2 Any repair, replacement, or additional delivery of Photovoltaic or any part of it will not extend the warranty period specified in this Warranty.

6.3 In the event that the customer claims warranty service, as repair or replacement after warranty period, BYD shall charge relevant fees.

6.4 BYD may assign or transfer its warranty obligations under this Warranty to any third party after prior written notice to the customer.

6.5 Any dispute arising out of discrepancy in a warranty claim, shall be submitted to and finally resolved by a first-class international test institute such as Fraunhofer ISE in Freiburg, Germany; TÜV SÜD in Cologne, Germany; or ASU Arizona State University in USA. Furthermore, such institute shall be appointed by both BYD and the customer. All fees and expenses shall be borne by the losing party.

6.6 No issue or claim as to quality, regardless of form, arising out of or in any way connected with this Warranty, shall be notified to BYD to settle later than one (1) year after the occurrence of such issue.



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7. Application

This Warranty shall be applicable from and on the date 1st May 2011, and shall apply to all BYD Photovoltaic manufactured from that date, and remain valid until BYD updates this Warranty in written form.