

YINGLI SOLAR PANDA MODULE

Limited Warranty



Revision Date: October 1st, 2011

Yingli Green Energy Holding Company Limited (“Yingli Solar”) provides the following Limited Product Warranty and Limited Power Warranty (collectively, the “Limited Warranty”) with respect to its Yingli Solar PANDA photovoltaic module products (“PANDA Modules”), subject to the conditions, exclusions and limitations set forth below.

1 LIMITED PRODUCT WARRANTY

Yingli Solar warrants to the original end user purchaser (the “Customer”) that the PANDA Modules shall be free from defects in materials and workmanship under normal application, use and service conditions during the period beginning on the earlier of the date the PANDA Modules were purchased by the Customer or one (1) year from factory dispatch (the “Warranty Start Date”) and ending ten (10) years after such Warranty Start Date. If a PANDA Module fails to conform to this Limited Product Warranty during this ten-year period, Yingli Solar will, at its reasonable option, either (a) repair or replace the defective PANDA Module at no charge to the Customer for replacement modules or parts, or (b) provide the Customer with a refund equal to the current market price of a comparable PANDA Module at the time of the Customer’s claim. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under the Limited Power Warranty below.

2 LIMITED POWER WARRANTY

A. 1 Year:

Yingli Solar further warrants that if, within one (1) year after the Warranty Start Date, any PANDA Module exhibits a power output less than 98% of the nominal power output for that PANDA Module as specified on its original product label (the “98% Threshold”), and if such decrease in power below the 98% Threshold is due to defects in materials or workmanship under normal application, use and service conditions, Yingli Solar will remedy such decrease in power by, at its reasonable option, either (a) replacing or repairing the defective PANDA Module at no charge to the Customer for replacement modules or parts, (b) providing Customer with additional PANDA Module(s) to make up for such decrease in power so that the power output equals or exceeds the 98% Threshold, provided, it is possible for the Customer to mount such additional PANDA Module(s) or (c) refunding the difference between the actual power output of the PANDA Module and the 98% Threshold, based on the current market price of a comparable PANDA Module at the time of the Customer’s claim.

B. 10 Years:

Yingli Solar further warrants that if, within ten (10) years after the Warranty Start Date, any PANDA Module exhibits a power output less than 92% of the nominal power output for that PANDA Module as specified on its original product label (the “92% Threshold”), and if such decrease in power below the 92% Threshold is due to defects in materials or workmanship under normal application, use and service conditions, Yingli Solar will remedy such decrease in power by, at its reasonable option, either (a) replacing or repairing the defective PANDA Module at no charge to the Customer for replacement modules or parts,

(b) providing Customer with additional PANDA Module(s) to make up for such decrease in power so that the power output equals or exceeds the 92% Threshold, provided, it is possible for the Customer to mount such additional PANDA Module(s) or (c) refunding the difference between the actual power output of the PANDA Module and the 92% Threshold, based on the current market price of a comparable PANDA Module at the time of the Customer’s claim.

C. 25 Years:

Yingli Solar further warrants that if, within twenty-five (25) years after the Warranty Start Date, any PANDA Module exhibits a power output less than 82% of the nominal power output for that PANDA Module as specified on its original product label (the “82% Threshold”), and if such decrease in power below the 82% Threshold is determined by Yingli Solar to be due to defects in materials or workmanship under normal application, use and service conditions, Yingli Solar will remedy such decrease in power by, at its reasonable option, either (a) replacing or repairing the defective PANDA Module at no charge to the Customer for replacement modules or parts, (b) providing Customer with additional PANDA Module(s) to make up for such decrease in power so that the power output equals or exceeds the 82% Threshold, provided, it is possible for the Customer to mount such additional PANDA Module(s) or (c) refunding the difference between the actual power output of the PANDA Module and the 82% Threshold, based on the current market price of a comparable PANDA Module at the time of the Customer’s claim.

D. For purposes of determining PANDA Module power output, measurements shall be based on, or normalized to, standard test conditions of 1000W/m² irradiance, 25°C cell temperature, and AM 1.5 light spectrum. Measurements shall be made in accordance with IEC 60904, and shall account for measurement system error in accordance with EN 50380.

3 GENERAL CONDITIONS, EXCLUSIONS AND LIMITATIONS

- A. THE LIMITED WARRANTIES STATED HEREIN ARE IN LIEU OF ALL OTHER EXPRESS WARRANTIES. IN NO EVENT SHALL ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD IDENTIFIED IN SECTIONS 1 OR 2, ABOVE. Some states or other deciding jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. No seller of the PANDA Modules nor any other person is authorized to make any warranties other than those set forth herein, or to extend the duration of the Limited Product or Limited Power Warranties beyond the periods set forth above, on behalf of Yingli Solar.
- B. Claims under the Limited Warranty must be received by Yingli Solar within the applicable warranty period for the Limited Warranty to be effective. The sales receipt from the first Customer purchase, or other reasonable documentary proof, is required in order to establish the Warranty Start Date.

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- C. The Limited Warranty extends only to the original Customer and, if and so long as the PANDA Modules remain installed at the site where they were first installed, any person to whom title to the PANDA Modules has been transferred (each, a "Claimant").
- D. The Limited Warranty does not apply to any PANDA Modules which have been subjected to:
- Alteration, repair or modification without the expressed, prior written consent of Yingli Solar
 - Removal of PANDA Modules and reinstallation at a new site
 - Non-observance of Yingli Solar's Installation and User Manual
 - Misuse, abuse, neglect, or accident in storage, transportation, handling, installation, application, use or service
 - Electrical surges, lightning, flood, fire, vandalism, tampering, accidental breakage, mold discoloration, or other events beyond Yingli Solar's control, including without limitation any technological or physical event or condition that is not reasonably known or understood at the time the Customer purchased the PANDA Modules
 - Installation on mobile platforms or in a marine environment; direct contact with corrosive agents or salt water; pest damage; or malfunctioning PANDA system components and other operating conditions, which are not expressly allowed in the Installation and User Manual
 - Alteration, removal or obliteration of the original PANDA Module label
- In addition, the Limited Warranty does not cover cosmetic blemishes associated with installation, or the normal wear and tear of PANDA Modules.
- E. The Limited Warranty does not cover PANDA Module installation and removal of defective PANDA Modules, or reinstallation of repaired, replacement or additional PANDA Modules, or the costs of any of the foregoing; and does not cover any other costs, lost profits or lost revenues associated with the performance or non-performance of defective PANDA Modules; provided, however, that for accepted warranty claims, Yingli Solar shall be responsible for reasonable costs on a typical local standard associated with transporting defective, repaired, replacement or additional PANDA Modules from and back to Claimant.
- F. Any additional PANDA Modules provided, and any PANDA Modules repaired or replaced, by Yingli Solar under a warranty claim shall be covered by the same Limited Warranties and terms as the first PANDA Modules purchased that were the subject of the claim; no warranty periods or terms shall be extended because of a warranty claim or remedy. Yingli Solar shall make commercially reasonable efforts to replace defective PANDA Modules with new or refurbished PANDA modules of the same or similar size and aesthetics but reserves the right to deliver another PANDA Module type in the event that Yingli Solar has discontinued production of the PANDA Module type that is the subject of the warranty claim provided, that such other PANDA Module type is compatible to the Customer's PANDA System. Replaced PANDA Modules and parts shall become the property of Yingli Solar.

4 OBTAINING WARRANTY SERVICE

To obtain warranty service, the Customer or other Claimant should promptly contact the seller from which they purchased the PANDA Modules, who will then provide instructions and forms for filing the claim. If such seller no longer exists or cannot be reached, the Customer or other Claimant may contact Yingli Solar directly as indicated through our website, www.yinglisolar.com. Yingli Solar will not accept the return of allegedly defective PANDA Modules unless prior written authorization has been provided by Yingli Solar. Unless otherwise indicated, PANDA Modules that have been authorized for return by Yingli Solar shall be shipped to a local Customer Service Center as designated by Yingli Solar. In the event that a claim is rejected by Yingli Solar, the Claimant is entitled to challenge the results by appealing to an accredited testing laboratory.

5 EXCLUSIVE REMEDIES; LIMITATION OF LIABILITY

The Limited Product and Limited Power Warranties set forth herein shall be the sole and exclusive warranties granted by Yingli Solar, and shall be the sole and exclusive remedies available to the Customer or other Claimant for any breach of warranty, express or implied. Provision of remedies, in the manner and for the periods described herein, shall constitute complete fulfillment of all liabilities and responsibilities of Yingli Solar to the Customer and each other Claimant with respect to the PANDA Modules. IN NO EVENT WILL YINGLI SOLAR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR OUT OF THE PANDA MODULES OR THEIR INSTALLATION, USE, PERFORMANCE OR NON-PERFORMANCE, OR ANY DEFECT OR BREACH OF WARRANTY, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY. DAMAGES FOR LOSS OF USE, LOSS OF PROFITS, LOSS OF REVENUES AND LOSS OF PRODUCTION ARE SPECIFICALLY DISCLAIMED. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. UNDER NO CIRCUMSTANCES SHALL YINGLI SOLAR'S LIABILITY FOR NONCONFORMING PANDA MODULES EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PARTICULAR PANDA MODULES INVOLVED, PLUS REASONABLE TRANSPORTATION COSTS.

6 VALIDITY

This Limited Warranty applies to all PANDA Modules dispatched from Yingli Solar factories after October 1st, 2011.

7 MISCELLANEOUS

If any part or provision of this Yingli Solar PANDA Module Limited Warranty, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect any other parts, provisions or applications of this Yingli Solar PANDA Module Limited Warranty, which shall remain in full force. This Limited Warranty is available in multiple languages. If, for any reason, there is a conflict between the English-language version and any other version, the English-language version shall control.

Yingli Green Energy Holding Co. Ltd.

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