

## LIMITED MODULE WARRANTY

JinkoSolar (U.S.) Inc. (“**Seller**”) provides the Warranties set forth herein to Buyer and its permitted successors and assigns with respect to the Modules, subject to the terms and conditions herein (“**Limited Warranty**”). Section references set forth herein refer to this Limited Warranty unless otherwise specified.

1. **WARRANTY START DATE.** Seller provides the Warranties set forth herein commencing upon the earlier of delivery of Modules to the original purchaser thereof or that date which is one hundred and eighty (180) days following the Module manufacture date, as indicated by the serial number [digit no. 7 – 12 (YYMMDD), starting from the left side of the serial number] for such Module (“**Warranty Start Date**”).

2. **LIMITED PRODUCT WARRANTY.** Beginning on the Warranty Start Date and terminating on that date which is one hundred and twenty (120) months thereafter, Seller warrants that the Modules and their respective DC connectors and cables, if any, shall be free from material defects in design, materials and workmanship that affect the performance of the Module (“**Limited Product Warranty**”). Material defects shall not include normal wear and tear.

3. **LIMITED POWER WARRANTY.** Seller warrants that the Degradation Rate shall not exceed the following for the periods identified following the Warranty Start Date: (a) for mono-crystalline Modules: (i) 3.0% in the first year; (ii) 0.7% each year thereafter until that date which is twenty-five (25) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 80.2% of the Nominal Power Output; and (b) for poly-crystalline Modules: (i) 2.5% in the first year; (ii) 0.7% each year thereafter until that date which is twenty-five (25) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 80.7% of the Nominal Power Output (“**Limited Power Warranty**”).

4. **POWER DEFINITIONS.** “**Nominal Power Output (PO<sub>0</sub>)**” means the original manufactured nameplate specification of the Module, expressed in Watts, as certified by Seller and indicated on the Module, excluding any specified positive tolerance. “**Actual Power Output (PO<sub>t</sub>)**” means the power output of the Module, expressed in Watts, at Watt peak that a Module generates at a given point in time in a year after the Warranty Start Date (t) in its ‘Maximum Power Point’ under Standard Test Conditions, corrected for any measurement error (“**STC**”). STC are as follows, measured in accordance with IEC 61215: (a) light spectrum of AM 1.5; (b) an irradiation of 1000W per m<sup>2</sup>; and (c) a cell temperature of 25 degrees centigrade at right angle irradiation. The “**Degradation Rate (DR)**” shall be any positive amount calculated in accordance with the following formula, expressed as a percent:

$$DR = 1.00 - [(PO_t) / (PO_0)]$$

5. **CLAIMS.** Buyer shall bear the burden of establishing a breach of the Warranties hereunder. If Buyer believes there has been a breach of the Limited Product Warranty or Limited Power Warranty (collectively, "**Warranties**"), then Buyer shall promptly, and not later than thirty (30) days after knowledge thereof, provide notice to Seller setting forth the following information related to the claim: (a) party making claim; (b) detailed description; (c) evidence, including photographs and data; (d) relevant serial numbers; (e) Warranty Start Date; (f) Module type; (g) physical address; (h) any additional evidence reasonably requested by Seller; and (i) upon request from Seller, the actual Module(s) allegedly causing the breach. Notwithstanding anything to the contrary herein, Seller shall be entitled, in Seller's sole discretion upon written notice to Buyer, to require that any breach of the Warranties alleged by Buyer be reviewed by TÜV Rheinland, TÜV SUD or other neutral third party testing laboratory selected by Seller and approved by Buyer, such approval not to be unreasonably withheld or delayed ("**Independent Testing Lab**"). The power measurement tolerance of any testing equipment utilized by any Independent Testing Lab in performing tests required by this Section 5 shall be disclosed in writing to both Parties prior to performance of any such tests and shall be reflected in any final test results provided by the Independent Testing Lab. The determination by an Independent Testing Lab as to whether a breach has occurred shall be final and conclusive with respect to the matters covered by such determination. Seller shall be responsible for all costs incurred by it in connection with the shipment by Buyer of a Module pursuant to Section 5(i) hereto and any Independent Testing Lab's services provided pursuant to this Section 5, including shipping, testing services, storage, insurance and any Module destruction incidental thereto; provided, however, Buyer shall promptly upon receipt of notice indemnify Seller for all such costs on a dollar-for-dollar basis in the event the Independent Testing Lab is unable to confirm a breach of the Warranties or Buyer is otherwise unable to establish a breach of the Warranties.

6. **REMEDIES.** In Seller's sole discretion, Seller shall repair, replace or provide additional modules compensating for the related power loss for any Module which causes a breach of the Warranties. Additional, repaired or replacement Modules shall be delivered to the same destination and on the same INCOTERMS 2010 delivery basis that the original Module causing breach of the Warranties was delivered under the purchase agreement to which this Limited Warranty applies. Replaced Modules received by Seller pursuant to Section 5 shall be the sole property of Seller. Seller shall be solely responsible for all shipping costs incurred performing its additional supply, repair or replacement obligations under this Section 6. Additional or replacement Modules shall be of the same type and physical form as the original Module, electrically compatible with the original Module, and have an electrical output of not less than the warranted power output of the original Module at the time of supply or replacement, based on the warranted degradation rates set forth at Section 3 hereto. Notwithstanding the foregoing, if Seller no longer supplies Modules meeting the foregoing criteria, then additional or replacement Modules provided under this Section 6 shall be those Modules then supplied by Seller most substantially meeting the foregoing criteria. Seller's performance of any repair, replacement or additional supply pursuant to this Section 6 shall not extend the term of any Warranties.

7. **EXCLUSIONS.** This Limited Warranty is subject to the exclusions set forth in this Section 7. The Warranties shall not apply to any Module which has been: (a) altered, repaired or modified without the prior written consent of Seller or otherwise inconsistent with Seller's written instructions; (b) removed and re-installed at any location other than the physical location in which it was originally installed following purchase by Buyer or receipt from Seller as a replacement Module; (c) subject to misuse, abuse, neglect, or accident except as may be caused by Seller in the course of storage, transportation, handling, installation, application, use or service; (d) subject to force majeure, electrical surges, lightning, flood, fire, vandalism, tampering, accidental breakage, or other events beyond Seller's control, resulting in material damage to the Module; (e) installed on mobile platforms (other than single- or dual-axis trackers) or in a marine environment; (f) subject to direct contact with corrosive agents or salt water; pest damage; or malfunctioning PV system components; or (g) used in a manner inconsistent with the version of Seller Installation Manual set forth at Exhibit 2 (*Specifications*). The Warranties shall not apply to any Module for which the labels thereon indicating type or serial number have been altered, removed or made illegible. The Warranty shall not apply to Modules for which full and final payment has not been received by Seller.

8. **LIMITS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LIMITED WARRANTY, EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO WARRANTIES, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED, ARISING FROM OR RELATING TO THE MODULES AND SELLER DISCLAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY LAW, INCLUDING IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE, ARISING FROM OR RELATING TO THE MODULES. THE REMEDIES FOR BREACH OF THIS WARRANTY ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES ARISING FROM OR RELATING TO ANY BREACH OF THE WARRANTIES. IN NO EVENT SHALL SELLER BE RESPONSIBLE PURSUANT TO THIS WARRANTY FOR ANY PERFORMANCE ANALYSIS, INSPECTION, DIAGNOSIS, REMOVAL, CUSTOMS, IMPORT DUTIES, EXPORT DUTIES, TAXES, REINSTALLATION COSTS, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSSES OR DAMAGES CAUSED BY REASON OF LOSS OF USE, LOSS OF PROFITS OR REVENUE, INTEREST CHARGES (EXCEPT AS EXPRESSLY PROVIDED HEREIN), LOSS OF BONDING CAPACITY, COST OF CAPITAL OR CLAIMS OF BUYER DAMAGES, WHETHER LIABILITY ARISES AS A RESULT OF BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY, BY OPERATION OF LAW OR IN ANY OTHER MANNER. EXCEPT AS SET OUT IN THIS LIMITED WARRANTY, SELLER 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 THIS LIMITED WARRANTY.**

9. **ASSIGNMENT.** Notwithstanding anything to the contrary herein, this Limited Warranty is for the sole and exclusive benefit of Buyer and there are no third party beneficiaries hereof; provided, however, subject to written notice to and Seller's receipt of full and final payment

for the Modules, this entire Limited Warranty may be assigned in whole but not in part to any person or entity. Any permitted assignee of this Limited Warranty shall execute such agreements as may reasonably be requested by Seller to confirm the applicability of any term hereof as a condition to assignment.

**10. LAW AND FORUM.** Any dispute related to or arising out of this Limited Warranty, including without limitation any question regarding its existence, validity, breach, or termination, shall be referred to and finally resolved pursuant to the Agreement. As a condition to any obligation of Seller hereunder, Seller may require any Buyer seeking to enforce this Limited Warranty to execute such additional agreements as may reasonably be required to enforce the terms of this Section 10.

**11. MERGER CLAUSE.** This Limited Warranty sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

**12. SEVERABILITY.** If one or more provisions of this Limited Warranty are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Limited Warranty, (b) the balance of this Limited Warranty shall be interpreted as if such provision were so excluded and (c) the balance of the this Limited Warranty shall be enforceable in accordance with its terms.

**13. NOTICES.** Any notice, request, demand or other communication required or permitted under this Warranty to Seller shall be provided in writing and deemed to be properly given by the sender and received by the addressee if made in writing and (a) if personally delivered or delivered by courier on the date of such delivery; (b) three (3) business days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; (c) if sent by facsimile upon the sender's receiving confirmation of receipt; or (d) if sent by email followed by a delivery as described in any of paragraphs (a), (b) or (c) above and provided that such notice shall be deemed to be received upon confirmation of delivery of such email. Mailed notices and facsimile notices shall be addressed as follows to:

JinkoSolar (U.S.) Inc.  
ATTN: Senior Legal Counsel (U.S.)  
595 Market St., Suite 2200  
San Francisco, CA 94105

With a copy to:  
JinkoSolar (U.S.) Inc.  
ATTN: General Manager  
595 Market St., Suite 2200  
San Francisco, CA 94105

For the avoidance of doubt, e-mail alone shall not constitute valid notice pursuant to this Section 13.

[END OF LIMITED WARRANTY]