

## 08.DISPUTE RESOLUTION

In case of any dispute in terms of warranty-claims, a first-class international testing institute, such as TÜV Rheinland, TÜV SÜD or Intertek, UL, shall be entrusted by both parties upon mutual consents in order to provide third party verification and comments. All fees and expenses shall be borne by the party that demanded such verification procedure, unless otherwise agreed. Further dispute over the claim shall be submitted to dispute resolution as stipulated in the main sales contract to which this Warranty is a part of and subject to the applicable jurisdiction agreed by the parties in the sales contract.

## 09.VARIOUS

The repair or replacement of the MODULES or the supply of additional MODULES does not lead to a new commencement of warranty terms, nor shall the original terms of this Warranty be extended. Any replaced MODULES shall become the property of JA Solar. JA Solar shall at its own options to deliver another type of MODULES (different in size, color, shape, or power), either a new brand or the original one, in case that JA Solar has discontinued producing the module in question at the time of the claim and in case the delivery of another type of MODULES will be technically feasible and reasonable for customer.

## 10.FORCE MAJEURE

JA Solar shall not be responsible or liable to the Customer whatsoever or any third-party arising out of any non-performance or delay in performance of any terms and conditions of the sales, including this Warranty, due to causes of natural disasters such as fire, flood, blizzard, hurricane, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labor or materials and other events which are out of control of JA Solar.

## 11.PRODUCTION BASE

### ■ FENGXIAN PRODUCTION BASE

#### JA SOLAR (Shanghai)PV Technology Co., Ltd

Add:No. 168, Lane 3111, Huancheng West Road,  
Fengxian District, Shanghai, China  
Tel:+86(21)3718 1000/3718 1111  
Fax:+86(21)3718 1234

### ■ HEFEI PRODUCTION BASE

#### JA SOLAR (Hefei)PV Technology Co., Ltd

Add:No. 999, Changning Avenue, Gaoxin District,  
Hefei City, Anhui Province, China  
Tel:+86(551)530 5525  
Fax:+86(10)530 5533

### ■ HEBEI PRODUCTION BASE

#### JA SOLAR Co., Ltd

Add:5th Jionglong Industrial Park.No.123 Xinxing Road  
Ningjin, Xingtai City, Hebei Province, China  
Tel:+86 03195808112  
Fax:+86 03195808112

### ■ XINGTAI PRODUCTION BASE

#### JA SOLAR (Xingtai)PV Technology Co., Ltd

Add:No. 1688, Chang'an Road, Development Zone,  
Xingtai City, Hebei Province, China  
Tel:+86 03193929813  
Fax:+86 03193829801

### JA SOLAR HOLDINGS CO.,LTD

Add:Building No.8, Nude Center,Automobile Museum East Road,Fengtai District,  
Tel:+86(10)63611888  
Fax:+86(10)63611999

# Harvest the Sunshine

## Premium Cells, Premium Modules

## JA SOLAR MODULE PRODUCT

LIMITED WARRANTY



JA Solar Holdings Co., Ltd., (hereinafter referred to as “JA Solar”) warrants its Photovoltaic Solar modules’ (MODULES) performance starting from the date of sale to the first customer installing (for their own use) the modules (“Customer”) or starting at the latest 6 months after modules dispatch from the JA Solar factory, whichever occurs earlier (the “Warranty Commencement Date”).

## 01.LIMITED PRODUCT WARRANTY – TWELVE YEARS REPAIR OR REPLACEMENT

JA Solar warrants that the MODULES together with the factory-assembled DC connectors and cables are free from any defects in materials and workmanship under normal application, usage, installation and service conditions as described in the installation manual, technical datasheet and the maintenance instructions for a period of one hundred and forty-four (144) months from the Warranty Commencement Date. If MODULES become malfunctioning or non-operative due to defects in material or workmanship during the one hundred and forty-four (144)-month period from the Warranty Commencement Date, as verified by an independent testing agency that will be selected and confirmed mutually by JA Solar and Customer in advance, JA Solar will, at its sole option, either repair or replace the malfunctioning or inoperative MODULES. MODULES’ repair or replacement remedy shall be the sole and exclusive remedy provided under this Limited Product Warranty and shall not extend beyond the period set forth herein. Repair or replace the defective MODULES including free shipping to the location as set out in the original sales contract entered between JA Solar and the customer. This Limited Product Warranty does not warranty a specific power output at or during any time frame, which shall be exclusively covered under Section 2 of this Warranty hereinafter (“Limited Peak Power Warranty”).

## 02.LIMITED PEAK POWER WARRANTY– LIMITED REMEDY

JA Solar warrants with regard to the natural performance degradation of the module that for a period of twenty-five years (for single glass module) or thirty years (for double glass module) starting from the Warranty Commencement Date, loss of power output against the minimum “Peak Power at STC” as specified on the label of the modules (hereinafter “Nominal Power”) when measured at Standard Test Conditions (STC) for the Product(s) shall not exceed:

(1) For Mono-cell single glass Products: 3 % for the first year from the Warranty Commencement Date, and 0.65% per year thereafter from the 2nd to the 25th year of the warranty period : with a power output standing at 81.4% of the Nominal Power at the end of the 25-year warranty period;

(2) For Poly-cell single glass Products: 2.5 % for the first year from the Warranty Commencement Date, and, 0.7% per year thereafter from the 2nd to the 25th year of the warranty period : with a power output standing at 80.7% of the Nominal Power at the end of the 25-year warranty period.

(3) For Mono-cell double glass Products: 3 % for the first year from the Warranty Commencement Date, and 0.5 % per year thereafter from the 2nd to the 30th year of the warranty period: with a power output standing at 82.5% of the Nominal Power at the end of the 30-year warranty period;

(4) For Poly-cell double glass Products: 2.5 % for the first year from the Warranty Commencement Date, and, 0.5% per year thereafter from the 2nd to the 30th year of the warranty period: with a power output standing at 83% of the Nominal Power at the end of the 30-year warranty period.

Within the period of twenty-five (25)-year warranty period from the Warranty Commencement Date, should any qualified Module sold by JA Solar exhibit a loss of power output exceed the aforementioned warranted values, provided that the reason for such declared loss in power is a stronger degradation than the as the warranted and has been verified by JA Solar, at its sole discretion is due to MODULES’

defects in materials or workmanship attributable to JA Solar’s own causes and further confirmed by an independent testing agency (if so requested by a customer) (which is to be selected and confirmed mutually by JA Solar and Customer in advance), JA Solar will, at its sole option and discretion, either (1) make up such loss in power by providing to customer(s) additional MODULES if technically feasible and reasonable ;or (2) repair or replace the defective MODULES including free shipping to the location as set out in the original sales contract entered between JA Solar and the customer. The remedies set forth herein are the sole and exclusive remedies JA Solar is bound to provide under the Limited Peak Power Warranty. The following statement applies to Australian purchasers: “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 compensation for any other reasonably for eseeable 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.” Australian Consumers may send a claim under this warranty to JA Solar Australia PTY Limited.

Tel: +61 435504819 Email: michael@jasolar.com

Add: GPL SOLUTIONS, LEVEL 1, 86-90 BAY STREET, BROADWAY NSW 2007

Caveat: The shipping charges for any allegedly defected MODULES shall be borne by the customers making such claims in advance. Should the independent testing agency confirm that such filed defected are to be covered under this Warranty by JA Solar, the shipping charges advanced by the customers may be reimbursed by JA Solar against the original proof of expenditure.

## 03.EXCLUSIONS AND LIMITATIONS

(a)Warranty claims from any customers, in any event, shall be filed in writing to JA Solar within the applicable warranty period and not beyond the last day of the applicable period of time as stated above.

(b)The Limited Product Warranty and Limited Peak Power Warranty shall not apply to MODULES which have been subject to:

- Misuse, abuse, neglect, vandalism or accident;
- Repair or modifications that do not strictly follow the manufacturer’s instructions;
- Non-observance of JA Solar’s maintenance instructions;
- Power failure, electrical spikes or surges, lightning, flood, fire, accidental breakage or other events outside JA Solar’s control.
- Alteration, improper installation or application which is not compliant with JA solar standard installation manual.

• Failure to pay the purchase price towards JA Solar or its subsidiaries which have put the modules on the market even though (i), the payment was due and (ii) the direct customer who has obtained the modules from JA Solar or its subsidiary (“Direct Customer”) is not entitled to withhold the purchase price or parts of the purchase price. JA Solar must inform the Buyer about the non-payment and provide the name and the full address of the Direct Customer which has failed to pay the modules. In case that JA Solar can reject the claim under this warranty based on this provision, the Buyer can deposit the amount not paid in order to trigger the warranty claims;

(c)The Limited Product Warranty and Limited Peak Power Warranty do not cover any costs associated with installation, removal or re-installation of the MODULES and (except as explicitly set forth in this Limited Warranty) customs clearance or any other costs for return of the MODULES.

(d)Warranty claims will not be honored if the type or serial number of JA Solar MODULES have been altered, removed or made illegible without written authorization from JA Solar.

## 04.LIMITATION OF WARRANTY SCOPE

This Warranty as set forth herein is expressly in lieu of 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 JA Solar, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by JA Solar. JA Solar shall have no responsibility or liability whatsoever for 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 JA Solar be liable for incidental, consequential or special damages, howsoever caused, like loss of use, loss of profits, loss of production, and loss of revenues. The aforementioned alleged losses by customers are specifically and without limitation excluded from responsibilities of JA Solar. JA Solar’s aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the Customer, for the single unit of MODULES; excepted from this are only the claims for damages in case of injuries to life and limb or health.

## 05.OBTAINING WARRANTY PERFORMANCE

If the Customer has a justified claim covered by this Warranty, an immediate (in no event later than five (5) working days) written notification shall be directly made to JA Solar by means of registered letter to the address of JA Solar listed hereunder, or, sending a notification via e-mail to the e-mail account of JA Solar listed hereunder. Together with the notification, the Customer should enclose the evidence of the claim with the corresponding serial number of the MODULES and the date on which the MODULES have been purchased. An invoice with clear indication of the purchase date, purchase price, module type, stamp or signature of JA Solar or its distributors should also be submitted as part of the preliminary evidence. If the MODULES will be returned to JA Solar for inspection, repair or replacement by JA Solar, JA Solar shall provide the Customer with a Return Merchandise Authorization (RMA). However, JA Solar will not accept a return of any MODULES without such RMA. In connection with both the Limited Product Warranty and Limited Peak Power Warranty, JA Solar may reimburse customer for reasonable, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repair or replacement MODULES, only if such cost reimbursement is authorized by JA Solar’s Customer Service Department in advance.

## 06.TRANSFERABILITY

This warranty is extended to the original customer, who has installed the MODULES for the first time, and is also transferable to any subsequent owner of the location or holder of the product when the entire remaining contract price has been paid and MODULES remain at their original installed location upon satisfactory proof of succession or assignment.

## 07.SEVERABILITY

If a section, provision or clause of this Warranty, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such shall not affect and thus shall leave all other sections, provisions, clauses or applications under this Warranty severable, and therefore validly binding.