



To whom it may concern

Limited Product Warranty for CdF- Series PV Modules

1. Limited Product Warranty

Eterbright Solar Corporation (“ETERBRIGHT”), previously called “Hulk Energy Technology Co., Ltd.”, warrants to the original customer (“CUSTOMER”) its Photovoltaic Solar Module(s) (“MODULE” or “MODULES”) to be free from defects in materials and workmanship that are attributable to ETERBRIGHT, which materially impede the functions of the MODULES, under normal application, installation, use and service conditions to their specifications. If any MODULE fails to conform to this warranty during the period ending (10) years from the date of sale as shown in the commercial invoice (“INVOICE”) to the CUSTOMER of the MODULE, ETERBRIGHT will, at its sole discretion, either provide a replacement, repair or refund the Purchase Price paid by the CUSTOMER annually reduced by a linear depreciation (taking into an account an anticipated life time of 25 years), and stated in the INVOICE of such MODULE that ETERBRIGHT determines to be defective under the terms of this Limited Warranty. Notwithstanding anything to the contrary, the repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the ten (10) years period set forth herein. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (“Limited Peak Power Warranty”).

2. Limited Peak Power Guarantee – Limited Remedy

2.1 Definition of Peak Power at STC

“Peak Power at STC” is the power in watt peak that a MODULE generates in its Maximum Power Point.

The Standard test Conditions (“STC”) for all measurements and electrical value determination has to be ensured as follows:

- (a) Light spectrum of AM 1.5,
- (b) An irradiation of 1000 W/m², tested with irradiation explored at a right angle, and direction
- (c) A module temperature of 25 degrees centigrade at right angle irradiation.

Saturated light soaking must be pre-treated before doing peak power measurement based on IEC 61646 standard test procedure.

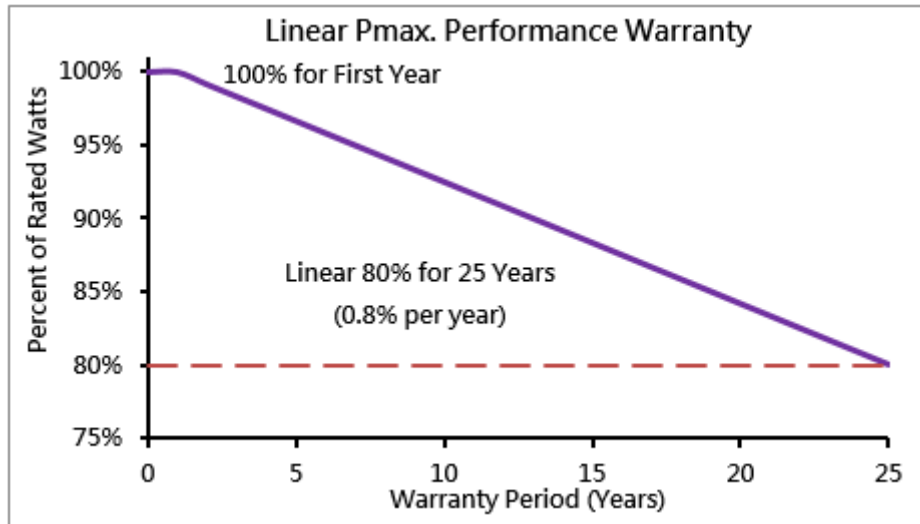
2.2 25 years Guarantee for Peak Power

- (a) Within a term of one year from invoice issued date, the peak power of a single



module shall be guaranteed above 100%.

- (b) From 2nd to 25th year, the peak power shall be guaranteed relatively with 25-year linear shown as the figure below.



- (c) Within terms of 25 years from invoice issued date, the peak power of a single module shall be guaranteed above 80.0%.
- (d) From 11th to 25th year, the peak power of a single module shall be guaranteed as upon described, but not including such loss in power caused by the factors of material or workmanship.

The initial date of peak power guarantee shall be the same as product warranty

- 2.3 If, any MODULE exhibits a peak power at STC less than 25-year linear relatively described as 2.2(a) \ (b) \ (c), and ETERBRIGHT determine that such loss in power at its sole and absolute discretion to be solely due to defects in material or workmanship, ETERBRIGHT will restore such warranted level power output performance at the option of ETERBRIGHT to remedy customer by either
 - (a) providing additional MODULES to the CUSTOMER to restore the power output performance to the warranted level as specified in this paragraph. or
 - (b) repairing or replacing the defective MODULES, or
 - (c) refunding the difference between the actual performance of the MODULES and the warranted performance based on current market price of the MODULES or
 - (d) providing monetary compensation equivalent to the cost of additional PV modules.

The remedies set forth in the clause 2 shall be the sole and exclusive remedies provided under the “Limited Peak Power Warranty”.

3. Exclusions and Limitations



3.1 In any event, all warranty claims must be filed within the applicable warranty period.

3.2 This Limited Warranty for PV Modules does not apply, at ETERBRIGHT's absolute judgment, to any Module which have been subjected to:

- (a) Cosmetic or color changes, or other changes in the external appearance of the MODULE, including but not limited to corrosion, noticeable degradation, abrasion, scratching, oxidation, stain and mechanical wear-out, which occurs after the delivery of the MODULE, that do not cause a deterioration in the functional capacity of the MODULE.
- (b) Glass breakage not to the extent that there was an external cause of the breakage.
- (c) The effects of exposure to soot, sea water, smoke, salt, acid rain, chemical substances (including cleaning agents), the build-up of dirt, and/or other pollution or extreme environment effect such as being located close to sea, volcano, acidic, alkaline or corrosive environment.
- (d) Defects occurring during transportation or storage taking place after the MODULES have been delivered.
- (e) Installation or mounting not in conformance with ETERBRIGHT's specifications, installation manuals, operation manuals, or labels attached to the MUDULE.
- (f) Improper application, such as, but not limited to, use with mirrors, concentrated sunlight, and contact with solar thermal systems.
- (g) Inappropriate handling during transportation or storage.
- (h) Uses for purpose other than the generation of solar power.
- (i) Uses or other exploitation of the MODULE, which fail to take into account the technical security requirements in force on site.
- (j) Misuse, abuse, vandalism, neglect or accident.
- (k) Improper alteration, reinstallation, application or removal
- (l) Connection with any other manufacturer's Photovoltaic Solar Modules.
- (m) Failure to strictly follow ETERBRIGHT's repair and maintenance instructions
- (n) Failure to product proof that a repair or modification is make by and ETERBRIGHT-approved service technician
- (o) The type or serial number of the MODULE being altered, removed or made illegible.
- (p) "Peak Power Guarantee" will be exemption after product warranty expired if the peak power cannot reach warranty level described in clause 2 and caused by module material and its workmanship,
- (q) Power failure, surges, electrical overloads, atmospheric discharge, direct or indirect lightning, flooding, plague, fire, explosions, rock falls, earthquake, extraordinary weather conditions, hailstorms, typhoons, hurricanes, volcanic eruptions, actions



by third party accidental breakage, animals, acts of war, civil actions, riot, terrorist acts, or any other reason outside the normal operating conditions of the MODULES or outside ETERBRIGHT's control.

3.3 The "Limited Product Warranty" and "Limited Peak Power Warranty" do not cover any labor cost, transportation charge, customs clearance or any other costs for return of MODULES, or for reshipment of any repaired or replaced MODULES, or costs associated with installation, removal or reinstallation of MODULES.

4. Limitation of Warranty Scope

The limited warranties as set forth herein are expressly in lieu of and exclude 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 ETERBRIGHT, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by ETERBRIGHT. ETERBRIGHT 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 MODULES, including, without limitation, any defects in MODULES, or from use or installation. Under no circumstances shall ETERBRIGHT be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. ETERBRIGHT's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as stated and paid by the CUSTOMER, for the single unit of MODULES.

Nothing herein shall be construed as to exclude any mandatory provision of law. The limitation hereunder shall be enforceable only to the maximum extent allowed by the applicable law. CUSTOMER may have additional rights under laws of applicable jurisdiction governing the sale of consumer goods, including, without limiting to national laws implementing EC directive 99/44.

For sales to US:

These limited warranties given CUSTOMER specific legal rights, and CUSTOMER may also have other rights by state law that varies from state to state.

For sales to CUSTOMER that are "CUSTOMER" within the meaning of the Australian consumer law: The following statement shall apply, "Our goods come with guarantees that cannot be excluded under the Australian consumer law. You are entitled to a replacement or refund from a major failure and for compensation for any other reasonable foreseeable loss of 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.”

5. Obtaining Warranty Performance

If the CUSTOMER feels he/she has a justified claim covered by this Limited Warranty for PV Modules, he/she must immediately notify (a) the dealer, who sold the MODULES, or (b) any authorized ETERBRIGHT distributor, of the claim in writing, or (c) send such notification to ETERBRIGHT directly. Together with the notification, the CUSTOMER 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. If applicable, CUSTOMER’s dealer or distributor will give advice on handling the claim. If further assistance is required, CUSTOMER is invited to write ETERBRIGHT for instructions. The return of any MODULE will not be accepted unless prior written authorization has been given by ETERBRIGHT.

6. Severability

Nothing herein is intended to exclude or limit any mandatory requirement prescribed under the applicable laws and/or regulations. If a part, provision or clause of the “Limited Warranty for PV Modules”, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this “Limited Warranty for PV Modules”, and to this end such other parts, provisions, clauses or applications of the “Limited Warranty for PV Modules” shall be treated as severable.

7. Disputes

In case of any discrepancy in a warranty claim, both Parties shall discuss and decide one of below recognized certification test institutes for dispute resolution (“Selected Test Institute”). Both Parties agree that the judgment of Selected Test Institute shall be final and binding on both Parties. All fees and expenses shall be bear by the losing Party, unless otherwise awarded.

The recognized certification test institutes include, in the most preferred order, ranking down when the previous preferred order is not available:

- (a) TÜV Inter Cert
- (b) Underwriters Laboratories.
- (c) TÜV Rheinland. (
- (d) Fraunhofer Society (Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e. V.) in its Solar Energy Systems Institute.



8. Miscellaneous

The repair or replacement of MODULES or the supply of additional MODULES, does not cause the beginning of new warranty terms, nor shall the original terms of the “Limited Warranty for PV Modules” be extended. Any replaced MODULE shall become the property of ETERBRIGHT made for their disposal. ETERBRIGHT has the right to deliver another type (different in size, color, shape, brand and/or power) in case ETERBRIGHT discontinued producing the replaced MODULES at the time of the claim.

9. Force Majeure

ETERBRIGHT shall not be responsible or liable in any way to the CUSTOMER or any third party arising from any non-performance or delay in performance of any terms and conditions of sale, including the “Limited Warranty for PV Modules”, due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of ETERBRIGHT. In such cases, performance by ETERBRIGHT of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

10. Choice of Law

This Limited Warranty for PV Modules is subject to the laws of Taiwan.

Any dispute, controversy or claim arising out of or in relation to this Limited Warranty for PV Modules, including the validity, invalidity, breach of termination thereof, shall be settled under applicable rules and procedures permitted by the Arbitration Association of the Republic of China by three (3) arbitrators. Each party shall select one (1) arbitrator and these two arbitrators shall select the third arbitrator. The arbitration shall be in English and binding on Parties. The place of the arbitration shall be submitted exclusively in Hsinchu, Taiwan. Any arbitration award shall be final and binding on Parties hereto.