



## Limited Warranty for JA Solar Brand Crystalline Solar PV Modules

This *Limited Warranty for JA Solar Brand Crystalline Solar PV Modules* (hereinafter referred to as "**Limited Warranty**") is issued by JA Solar Technology Co., Ltd. (JA SOLAR TECHNOLOGY CO., LTD.), which is headquartered at Building No.8, Nuode Center, Automobile Museum East Road, Fengtai District, Beijing, China (100160), or its legal successors or assigns (hereinafter collectively referred to as "**JA Solar**"), and applies exclusively to *Modules* (as defined in Section 1 hereof).

### 1. Definition of Modules:

**Modules** are defined in this *Limited Warranty* as photovoltaic solar modules manufactured by *JA Solar* or its authorized manufacturers, legitimately bearing "JA Solar" brand, that are of the following product types:

Mono-crystalline single glass products:

JAMXXS10-XXX/XX; JAMXXS20-XXX/XX; JAMXXS21-XXX/XX; JAMXXS30-XXX/XX; JAMXXS31-XXX/XX; JAM72S17-XXX/GR; JAMXXS4X-XXX/MR; JAMXXS4X-XXX/GR; JAMXXS4X-XXX/LR

Mono-crystalline double glass products:

JAMXXD10-XXX/XX ; JAMXXD20-XXX/XX ; JAMXXD21-XXX/XX ; JAMXXD30-XXX/XX ;  
JAMXXD31-XXX/XX ; JAMXXD4X-XXX/MB; JAMXXD4X-XXX/GB ; JAMXXD4X-XXX/LB ;  
JAMXXD4X-XXX/HB

Note: "X" represents different types of product and different power class.

### 2. Effective Date, Beneficiary and Warranty Start Date:

2.1 This Limited Warranty takes effect on [10th] [May], **2024**(hereinafter referred to as "**Effective Date**") and applies to *Modules* first sold after the *Effective Date* (the date of sale shall be the date indicated in the contracts for the supply of the relevant *Modules* signed by *JA Solar* and its affiliates that sold the *Modules*). *Modules* sold before the *Effective Date* is still subject to the *Limited Warranty* applicable at the time of sale. This version of the *Limited Warranty* shall remain in effect for the duration of the *Limited Product Warranty Period* and *Limited Peak Power Warranty Period* for the applicable *Modules* covered.

2.2 The sole and exclusive beneficiary of this Limited Warranty is: the purchaser or its permitted successors or assignees under Section 7, whichever is the end user ( "Customer" ) with respect to any Module set forth herein sold by JA Solar under any Module Supply Agreement. For avoidance of doubt, such Customer is limited to a Buyer who acquires the title of Modules and maintains such Modules at the original place of installation without having Modules moved or disassembled after initial installation. Upon *JA Solar's* written request, *Customer* shall confirm ownership of the *Modules*.

2.3 The term of this *Limited Warranty* starts from the earlier of: (i) the date of initial delivery to the *Customer* by *JA Solar* or its authorized manufacturer, or (ii) six (6) calendar months after *Modules* dispatch from the *JA Solar* factory as indicated by the serial numbers for such *Modules* (hereinafter referred to as "**Warranty Start Date**").

### 3. Limited Warranty:

#### 3.1 Limited Product Warranty:

Subject to the terms and conditions of this Limited Warranty, JA Solar warrants to the Customer for

- 1) a period of one hundred and eighty (180) calendar months of JAM54D4X-XXX/MB; JAM54D4X-XXX/GB; JAM54D4X-XXX/LB; JAM54S4X-XXX/LR; JAM54S4X-XXX/MR; JAM60S4X-XXX/LR  
or
- 2) a period of one hundred and forty-four (144) calendar months of all other models, **the relevant models are listed in Annex (last page of document)**

Following the Warranty Start Date (hereinafter referred to as "Limited Product Warranty Period") that the Modules (together with the factory-assembled DC connectors and cables); when installed; used; and serviced under normal operating conditions and in accordance with the JA Solar module installation manual; product technical specifications and maintenance manual (which; if not provided in the supply contract; can be downloaded from JA Solar' official website at [www.jasolar.com](http://www.jasolar.com)) will:

be free from any defects in design; materials; workmanship or manufacturing which affects module function.

(Hereinafter referred to as "**Limited Product Warranty**").

The *Limited Product Warranty* does not cover any changes in appearance (including but not limited to color changes) and normal wear and tear (including but not limited to scratches; contamination; mechanical wear; rust; mildew and other forms of natural wear and tear) that occur after the delivery or installation of the *Modules*. The *Limited Product Warranty* does not warrant a specific power output or performance of any *Modules*; which shall be exclusively covered under Section 3.2 below.

#### 3.2 Limited Peak Power Warranty

Subject to the terms and conditions of this *Limited Warranty*; *JA Solar* provides to the *Customer* a *Limited Peak Power Warranty* for single glass *Modules* for a period of 25 years from the *Warranty Start Date*; or double glass *Modules* for a period of 30 years from the *Warranty Start Date* from the *Warranty Start Date* ("**Limited Peak Power Warranty Period**"):

- 1) For p type mono-crystalline single glass *Modules* (whose product types are: JAMXXS10-XXX/XX): the *Degradation Rate* shall not exceed 2.5% in the first year beginning from the *Warranty Start Date*; and an additional 0.6% each year thereafter from the beginning of the second year until that date which is twenty-five (25) years following the *Warranty Start Date*; at which time the *Peak*

*Power Output* shall be not less than 83.1% of the *Nominal Power Output*;

For p type mono-crystalline single glass *Modules* (whose product types are: JAMXXS20-XXX/XX; JAMXXS21-XXX/XX; JAMXXS30-XXX/XX; JAMXXS31-XXX/XX; JAM72S17-XXX/GR): the *Degradation Rate* shall not exceed 2% in the first year beginning from the *Warranty Start Date*; and an additional 0.55% each year thereafter from the beginning of the second year until that date which is twenty-five (25) years following the *Warranty Start Date*; at which time the *Peak*

*Power Output* shall be not less than 84.8% of the *Nominal Power Output*;

- 2) For p type mono-crystalline double glass *Modules* (whose product types are: JAMXXD10-XXX/XX): the *Degradation Rate* shall not exceed 2.5% in the first year beginning from the *Warranty Start Date*; and an additional 0.5% each year thereafter from the beginning of the second year until that date which is thirty (30) years following the *Warranty Start Date*; at which time the *Peak Power Output* shall be not less than 83% of the *Nominal Power Output*;

For p type mono-crystalline double glass *Modules* (whose product types are: JAMXXD20-XXX/XX; JAMXXD21-XXX/XX; JAMXXD30-XXX/XX; JAMXXD31-XXX/XX; ): the *Degradation Rate* shall not exceed 2% in the first year beginning from the *Warranty Start Date*; and an additional 0.45% each year thereafter from the beginning of the second year until that date which is thirty (30) years following the *Warranty Start Date*; at which time the *Peak Power Output* shall be not less than 84.95% of the *Nominal Power Output*;

- 3) For n type mono-crystalline single glass *Modules* (whose product types are: JAM54S4X-XXX/LR; JAM54S4X-XXX/MR; JAM60S4X-XXX/LR ): the *Degradation Rate* shall not exceed 1% in the first year beginning from the *Warranty Start Date*; and an additional 0.4% each year thereafter from the beginning of the second year until that date which is thirty (30) years following the *Warranty Start Date*; at which time the *Peak Power Output* shall be not less than 87.4% of the *Nominal Power Output*;

- 4) For n type mono-crystalline single glass *Modules* (whose product types are: Except for the models mentioned in (3) above ): the *Degradation Rate* shall not exceed 1% in the first year beginning from the *Warranty Start Date*; and an additional 0.4% each year thereafter from the beginning of the second year until that date which is twenty-five (25) years following the *Warranty Start Date*; at which time the *Peak Power Output* shall be not less than 89.4% of the *Nominal Power Output*;

- 5) For n type mono-crystalline double glass *Modules* (whose product types are: JAMXXD4X-XXX/MB; JAMXXD4X-XXX/GB; JAMXXD4X-XXX/LB): the *Degradation Rate* shall not exceed 1% in the first year beginning from the *Warranty Start Date*; and an additional 0.4% each year thereafter from the beginning of the second year until that date which is thirty (30) years following the *Warranty Start Date*; at which time the *Peak Power Output* shall be not less than 87.4% of the *Nominal Power Output*;

- 6) For n type mono-crystalline double glass *Modules* (whose product types are: JAMXXD4X-XXX/HB): The *Degradation Rate* shall not exceed 1% in the first year beginning from the *Warranty Start Date*; and an additional 0.37% each year thereafter from the beginning of the second year until that date which is thirty (30) years following the *Warranty Start Date*; at which time the *Peak Power Output* shall be not less than 88.27% of the *Nominal Power Output*;

(Hereinafter referred to as "**Limited Peak Power Warranty**")

Note: "X" represents different types of product under different power class.

For the avoidance of doubt; unless otherwise specified in this *Limited Warranty*; the terms used in the *Limited Peak Power Warranty* shall have the following meanings:

“**Nominal Power Output**” means the power output measured for the *Modules* under the *Standard Test Conditions*; as indicated on its original nameplate; excluding any positive tolerance that may exist in the *Modules*.

“**Standard Test Conditions**” or “**STC**”: (a) light spectrum of AM 1.5; (b) an irradiation of 1000W per square meter; and (c) a cell temperature of 25 degrees centigrade at right angle irradiation. The measurements are carried out in accordance with IEC61215 (equivalent to GB/T 9535) as tested at the junction box terminals per the calibration and testing standards of *JA Solar* valid at the date of manufacture of the *Modules*.

“**Peak Power Output**” means the power output at the maximum power point on the output characteristic curve that *Module* generates in the relevant warranty period after the *Warranty Start Date* under *STC* as measured in accordance with IEC61215, considering uncertainty.

“The amount of claimed modules” that is the amount of abnormal modules represented by the test sampling

“**Degradation Rate**” means any positive amount calculated in accordance with the following formula; expressed as a percentage:

[Note] For the avoidance of doubt; it is hereby declared that the **Degradation Rate** of the warranty commitment is the **Yearly Degradation Rate** from the **Warranty Start Date**; the Degradation Rate for less than one year shall be calculated as a whole year.

**Degradation Rate = 100%\*(Nominal Power Output - the Average of Peak Power Output)/Nominal Power Output**

For the avoidance of doubt; notwithstanding anything to the contrary herein; the *Limited Peak Power Warranty* for bifacial double glass series *Modules* shall apply only to the front-side power output of such *Modules*.

### 3.3 Exclusions:

The *Limited Product Warranty* provided in Section 3.1 and the *Limited Peak Power Warranty* provided in Section 3.2 shall not apply to the following events:

- 1) The *Modules* have been subject to misuse; abuse; neglect; or accident except as may be caused by *JA Solar* or its affiliates that sold the *Modules* in the course of storage; transportation or handling;
- 2) The *Modules* have been installed; used and serviced in a manner that fails to strictly comply with the relevant provisions of the *JA Solar* module installation manual; product technical specifications and maintenance manual;
- 3) The *Modules* have been installed or serviced by installation personnel or other personnel who do not have the relevant qualifications in violation of the relevant laws and regulations;
- 4) The *Modules* have been altered; repaired or modified; or used in processes or in combination with other products not supplied by *JA Solar* in a manner not consistent with the written instructions of or without the prior written consent of *JA Solar* or its affiliates;
- 5) The *Modules* (or the repaired or replaced or supplemented new *Modules* provided by *JA Solar* under the *Limited Warranty*) have been removed and re-installed at any location other than the

- physical location in which it was originally installed;
- 6) The product type; nameplate or serial number of the *Modules* have been removed; altered; erased or rendered illegible;
  - 7) The design or layout of the photovoltaic power plant system in which the *Modules* are installed does not conform to the designated module application (certification) or does not meet applicable requirements (e.g. IEC 62548:2016; IEC TS 62738:2018) and generally accepted codes of practice for a safe and harmless operation.;
  - 8) The *Modules* are installed on mobile units (except photovoltaic tracking systems); such as vehicles; ships; etc.; or on offshore facilities;
  - 9) Exposure of the *Modules* to an extreme environment or damage caused by drastic changes in such environments; including but not limited to extreme heat; acidic rainfall (including snow); blowing sand; corrosiveness; salty air (e.g. marine environment); contaminated air; soil or groundwater; abnormal levels of oxidation; mold; or any nearby fire; explosion; smoke; or charring.
  - 10) Damage caused by force majeure such as natural disasters; including but not limited to lightning; hail; frost; snow; storms; tidal waves; floods; extreme temperatures; earthquakes; typhoons; tornadoes; volcanic eruptions; meteorites; ground motions; earth fissures; landslides; or animal damage;
  - 11) Direct or indirect damage caused by third party vandalism or acts beyond the control of *JA Solar* and its affiliates that sold the *Modules*; including but not limited to accidents; riots; war; insurrection and communal violence; and
  - 12) Damage caused by an accident at the photovoltaic power plant in which the *Modules* are installed due to any external factor. External factors include but are not limited to voltage fluctuations; power peaks; excess current; power failure; poor electrical or mechanical engineering work; untrained personnel; or other faults occurring in the power supply system (whether or not such failures are caused by any act or omission of the *Customer*).

In addition; the *Limited Product Warranty* provided in Section 3.1 and the *Limited Peak Power Warranty* provided in Section 3.2 shall not apply to *Modules* for which *JA Solar* and its affiliates that sold the *Modules* have not received all or part of the receivable derived from the sale of the *Modules* (whether or not the *Customer* is the debtor for the receivable). Where *JA Solar* exercises the right to reject a warranty claim under this provision; the *Customer* may pay the outstanding payment to *JA Solar* to get the claim accepted. If *Customer* was not the debtor; then after the *Customer* pays the outstanding payment; it can assert a claim against the actual debtor. To this end; *JA Solar* can assist the *Customer* by issuing a debt transfer certificate.

## 4. Warranty Claims

### 4.1 Time Limit for Warranty Claims

All claims under the *Limited Product Warranty* must be submitted in writing to *JA Solar* within the *Limited Product Warranty Period*; while all claims under the *Limited Peak Power Warranty* must be submitted in writing to *JA Solar* within the *Limited Peak Power Warranty Period*. *JA Solar* shall have the right to reject any and all warranty claims submitted outside of the respective warranty period.

## 4.2 Burden of Proof for Warranty Claims

In any circumstance; the burden of proof for any warranty claim made by the *Customer* shall rest upon the *Customer*. The warranty claim will only be accepted if the *Customer* provides sufficient documentary evidence to fully demonstrate that **the only cause** of the fault or non-conformity in the *Modules* is a breach of the *Limited Product Warranty* and/or the *Limited Peak Power Warranty*.

## 4.3 Warranty Claim Procedures

*Customer* shall; as soon as it becomes aware of an instance of non-conformity with the *Limited Product Warranty* and/or the *Limited Peak Power Warranty* (such *Modules* involved in the warranty claim are referred to as the "***Claim Modules***"); immediately (but in any event no later than the earlier of (i) 14 calendar days after it became aware of or should have become aware of such events; and (ii) the respective expiry date of the *Limited Product Warranty Period* and/or the *Limited Peak Power Warranty Period* for the *Claim Modules*) notify *JA Solar's* Quality Management Department by giving it written notice sent to: Building No.8; Nuode Center; Automobile Museum East Road; Fengtai District; Beijing; China (100160); Tel: 010-63611888; or via email sent to: [Services@jasolar.com](mailto:Services@jasolar.com).

*Customer* shall provide the following information along with the notice: a) cause of the claim and related supporting documents; b) proof of purchase of the *Claim Modules* (including but not limited to the supply contract; commercial invoice; delivery and acceptance certificate; payment voucher; etc. If *Customer* did not purchase the *Claim Modules* directly from *JA Solar* or one of its affiliates; it shall provide proof of purchase from the supplier that can be traced back to the supply contract; commercial invoice; etc.; signed by *JA Solar* and its affiliates); c) product type and serial number of the *Claim Modules*; d) *Warranty Start Date* of the *Claim Modules*; e) place of installation of the *Claim Modules*; f) other additional information requested by *JA Solar*.

*JA Solar* will review and evaluate the claim. *JA Solar* may require the *Customer* to ship the *Claim Modules* back to *JA Solar's* factory for testing if it deems necessary; in which case; *JA Solar* will issue a return merchandise authorization (hereinafter referred to as "***RMA***") to *Customer*. ***Customer shall only return the Claim Modules in accordance with the requirements of the RMA after receiving of the same issued by JA Solar. Otherwise; JA Solar shall have the right to reject the warranty claim and refuse to accept the Claim Modules returned by Customer without authorization; and the related risk of loss and expenses shall be borne by Customer.*** If the *Claim Modules* returned are confirmed to be not in conformity with the *Limited Product Warranty* and/or the *Limited Peak Power Warranty*; *JA Solar* will reimburse *Customer* for the actual shipping and insurance costs associated with the returning of the *Claim Modules* based on the invoices related to such costs provided by *Customer*.

*JA Solar* has the right to decide at its sole discretion whether to conduct an on-site investigation and verification at the installation site of the *Claim Modules* by a representative. If *JA Solar* decides to conduct on-site investigation and verification; it shall notify *Customer* in writing at least 10 working days in advance

of its plan for such on-site investigation and verification. *Customer* shall reply and confirm as soon as possible after receiving written notice from *JA Solar*. The parties shall communicate timely and cooperative to plan and enable a constructive and efficient on-site investigation and verification. For this purpose; *Customer* or plant operation staff is requested to fully cooperate (technical and logistical) with *JA Solar's* representative during the onsite investigation. If *Customer* refuses *JA Solar's* on-site investigation and verification request without any proper reason; *JA Solar* shall have the right to postpone the claim processing until additional and evaluable data are provided; or if not delivered within a reasonable period of time; to reject the related warranty claim.

#### 4.4 Technical Disputes

Any dispute on technical facts relating to claims brought under this *Limited Warranty* shall be finally determined by an independent third-party testing organization. *JA Solar* and *Customer* shall jointly appoint a reputable international or Chinese testing organization or any other neutral third-party testing organization (hereinafter referred to as "***Third-party Testing Organization***") to determine the dispute. The ***Third-party Testing Organization*** should have the certificate of ISO/IEC17025; and should be mutually recognized and accepted by both parties at the time of the complaint. Neither *Customer* nor *JA Solar* shall unreasonably refuse to participate in the evaluation or delay the relevant testing and evaluation procedures; and shall provide convenience for the relevant testing and evaluation (including but not limited to providing convenience at the installation site and/or providing convenience for *JA Solar* to ship the *Claim Modules* involved to the *Third-party Testing Organization* for testing). Before carrying out such testing and evaluation; the *Third-party Testing Organization* shall inform *JA Solar* and *Customer* of the test equipment's power tolerance; which should be reflected in the final conclusions. The *Third-party Testing Organization* shall act as an expert; adjudicate on the disputed technical facts; allow the parties a reasonable opportunity to make representations and counter-representations and take those representations and counter-representations into account in making final conclusions. The final conclusions arrived at by the *Third-party Testing Organization* shall be final; conclusive and binding on both parties; and shall be a mandatory prerequisite for the judicial assertion of a warranty claim. Reasonable expenses incurred by the *Third-party Testing Organization* in carrying out the evaluation shall be paid in advance by *Customer*; including the cost of shipping the *Claim Modules* to the designated testing location of the *Third-party Testing Organization*; insurance costs; storage costs; etc.; as well as the service charges for testing and evaluation. If the *Third-party Testing Organization* concludes that the *Claim Modules* do not conform to the *Limited Product Warranty* and/or the *Limited Peak Power Warranty*; *JA Solar* shall reimburse for actual testing and transportation expenses prepaid by *Customer* upon receipt of the relevant written notice and copies of the relevant invoices. The risk of damage to and loss of the *Claim Modules* in the process of testing and evaluation by the *Third-party Testing Organization* shall be transferred at the same time as their ownership.

#### 4.5 Ownership of the Claim Modules

The ownership of the *Claim Modules* is transferred to *JA Solar* only after *JA Solar* confirms *Customer's* warranty claim and provides replacements or refunds in accordance with the remedies provided under

this *Limited Warranty*. Until such time; ownership of the *Claim Modules* shall remain with *Customer*.

## 5. Remedy for Warranty Claims:

### 5.1 Remedy under the Limited Product Warranty:

Should *JA Solar* confirm that the *Claim Modules* are indeed not in conformity with the *Limited Product Warranty*; it shall; at its sole discretion; within a reasonable time period; either: a) repair the *Claim Modules* at no charge to *Customer*; b) provide *Customer* with replacement *Modules* in place of the *Claim Modules*; c) for refund; it shall refer to the current market price(ex. The latest published price of PV Infolink) ; a refund of the purchase price as calculated by current market price per watt \* nominal power \* (remaining limited product warranty years/Limited product warranty years)); or d) other compensation methods agreed by the parties; such as *JA* providing letter of credit / Credit Note; etc.; Unless the parties agree otherwise; *JA Solar* shall ship the repaired *Modules* or replacement *Modules* in the same manner and to the same destination as specified in the original supply contract signed by *JA Solar* or one of its affiliates. The cost of shipping shall be paid in the same manner as specified in the original supply contract.

### 5.2 Remedy under the Limited Peak Power Warranty:

Should *JA Solar* confirm that the *Claim Modules* are indeed not in conformity with the *Limited Peak Power Warranty*; it shall; at its sole discretion; within a reasonable time period; either: a) repair the *Claim Modules* at no charge to *Customer*; b) provide *Customer* with replacement *Modules* in place of the *Claim Modules*; c) make up the difference to the guaranteed power output by providing additional *Modules* at no cost to *Customer* such that the total power output of additional *Modules* equals the amount of degradation in the *Claim Modules*; calculated as follows:

***(Nominal Power Output – the Average Peak Power Output of the Sampling Modules)\* number of Claim Modules;***

d) for refund; it shall refer to the current market price(ex. The latest published price of PV Infolink); a refund of the purchase price as calculated by current market price per watt \* nominal power \* (remaining limited product warranty years/Limited product warranty years)); or e) other compensation methods agreed by the parties; such as *JA* providing letter of credit / Credit Note; etc..

### 5.3 Exclusive Remedy:

**The Remedy under the Limited Product Warranty and the Remedy under the Limited Peak Power Warranty as set forth above are the sole and exclusive responsibility and obligation of JA Solar to Customer under this Limited Warranty; and are also the sole and exclusive remedy of Customer for the Claim Modules under this Limited Warranty. JA Solar will only reimburse for expenses expressly stipulated in this Limited Warranty. Costs and expenses associated with removal of the Claim Modules and the reinstallation of the repaired or replacement Modules as well as customs clearance costs incurred by the return of the Claim Modules (if any) shall be borne by Customer. JA Solar's performance of its warranty obligation under this Limited Warranty shall not extend the Limited Product Warranty Period or the Limited Peak Power Output Warranty Period. The original warranty periods shall still apply to the repaired or replacement Modules. If the production**



of the same type of the *Claim Modules* has been discontinued; withdrawn from the market; or is otherwise unavailable; *JA Solar* shall have the right to replace the *Claim Modules* with a similar type; the performance of which should not be lower than the original type.

#### 6. Limitation of Liability:

- 1) Notwithstanding anything to the contrary herein; the warranties set forth in this *Limited Warranty* are in lieu of all other warranties; whether express; implied; or statutory; including but not limited to any implied warranties of merchantability; fitness for a particular purpose or non-infringement. However; if *Customer* is identified as a “consumer” and the *Modules* as a “consumer product” in accordance with the laws governing the protection of consumer rights in the country where the *Modules* were first installed; to the extent required by applicable law; any implied warranties of merchantability; fitness for a particular purpose or non-infringement are limited to the *Limited Product Warranty Period* or the *Limited Peak Power Output Warranty Period* set forth above; or such shorter period as required by applicable law. This *Limited Warranty* gives *Customer* specific legal rights; and *Customer* may also have other rights that vary by state; province or jurisdiction; and such other rights shall remain unaffected.
- 2) Unless otherwise provided by applicable mandatory law in the country where the *Modules* were first installed; *JA Solar* shall not be liable for any of the following losses: a) personal injury or property damage; b) any other loss or injury whatsoever arising out of or in connection with the *Modules* (including but not limited to any defects in the *Modules* or arising from the use or installation thereof); c) any incidental; consequential or special damages resulting from any cause; and d) lost power; lost profits; lost production; lost revenue or lost interest caused by the non-usability of the *Modules*; even if *JA Solar* was aware of the possibility of such damages. *JA Solar*’s liability for fraudulent or willful intent; gross negligence or personal injury; in each case; under applicable mandatory liability law shall remain unaffected. Notwithstanding any other provision of this *Limited Warranty*; and including if *JA Solar* is liable to compensate *Customer* here under; the total compensation paid or payable by *JA Solar*; and the total liability of *JA Solar* hereunder; shall not exceed the amount actually received by *JA Solar* as indicated in the original invoice for the *Claim Modules*. The limitations of liability under this *Limited Warranty* will not apply to the extent restricted or prohibited by applicable mandatory law.
- 3) *Defective modules or discarded modules; unless JA Solar had agreed or is required to retrieve these modules by law; shall be properly disposed by customers in accordance with applicable local laws and regulations. If JA Solar decided or required by law to take back such modules; the rights to the related products will belong to JA Solar.*
- 4) *Customer* acknowledges that the foregoing limitations on liability are an essential element of the relevant supply contract between the parties and that in the absence of such limitations the purchase price of the relevant *Modules* would be substantially higher.
- 5) *JA Solar* has adopted reasonable methods such as bolding; blackening and highlighting

**to draw the Customer's attention to clauses which exclude or limit its liability under this Limited Warranty; and have fully explained the relevant clauses as required by Customer. There is no disagreement between the parties over the understanding of any clause of this Limited Warranty.**

## **7. Assignment**

Upon written notice to *JA Solar*; *Customer* may assign this *Limited Warranty* to a new owner of the entire power plant project or an individual consumer who is passed title of Module product after its initial installation; provided that: (i) the *Modules* remain in their original place of installation; (ii) there is no outstanding payment due under the supply contract; and (iii) the assignee agrees to be bound by these *Limited Warranty* terms. If requested by *JA Solar*; *Customer* shall provide reasonable evidence of such succession or transfer of ownership. This *Limited Warranty* may not otherwise be assigned or transferred; and any attempt to assign or transfer in violation of this Section 7 shall be null and void.

## **8. Miscellaneous**

### **8.1 Severability**

If any portion or provision of this *Limited Warranty* is held to be invalid; illegal or unenforceable under applicable law; or the application of such portion or provision to certain persons or in certain circumstances is held to be invalid; illegal or unenforceable; then the portion or provision shall be deemed to be changed and interpreted to accomplish the objectives of such portion or provision to the greatest extent possible under applicable law and the remaining portions or provisions of this *Limited Warranty* or the applicability of this *Limited Warranty* will remain unaffected; independent and valid.

### **8.2 Force Majeure:**

*JA Solar* shall not be responsible or liable in any way to *Customer* for any non-performance or delay in *JA Solar's* performance of its obligations under this *Limited Warranty* due to occurrences of force majeure events such as natural disasters; war; riots; strikes; unavailability of suitable or sufficient labor; material; or capacity or technical or yield failures and any unforeseen event beyond its control; including; without limitation; any technological or physical event or condition which is not reasonably known or understood by *JA Solar* at the time of the sale of the *Claim Modules* or the notification by *Customer* of the relevant warranty claim.

### **8.3 Governing Law and Dispute Resolution**

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 governing law clauses and dispute resolution procedures under the supply contract between the original purchaser and *JA Solar*. As a condition to any obligation of *JA Solar* hereunder; *JA Solar* may require any *Customer* seeking to enforce this *Limited Warranty* to execute such additional agreements as may reasonably be required to enforce the terms of this Section. The laws governing this *Limited Warranty* shall exclude any conflicts-of-law rule as well as the United Nations Convention on Contracts

for the International Sale of Goods (CISG) concluded on April 11; 1980 and any other uniform code.

## 9. Statement

The following statement applies to Australian purchasers: "Our goods come with quarantees that cannot be excluded under the Australian Consumer Law, You are entitled to a replacement or compensation for see able 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 amajor failure." Australian Consumers may send a claim under this warranty to JA Solar Australia PTY Limited.

*JA Solar Australia Pty Ltd.*

*Add: C -PKF Newcastle, 755 Hunter Street,Newcastle WestNSW 2302*

*Tel: +61 (0) 2 8328 0488*

*Email: services@jasolar.com, service.au@jasolar.com*

*Web: [www.jasolar.com](http://www.jasolar.com)*

*JA Solar Technology Co., Ltd.*

*Add: No.123 Xinxing Road 055550 Ningjin County.*

*Hebei Province.PEOPLE'S REPUBLIC OF CHINA*

*Email: services@jasolar.com*

*Web: [www.jasolar.com](http://www.jasolar.com)*

*Beijing JA Solar PV Technology Co., Lta.*

*Add: Building 8, Nuode Center, East Auto Museum Road, Fengtai District,*

*Beijing 100160, China*

*Tel: +86 10 6361 1888*

*Fax:+8610 6361 1999*

*Postcode: 100160*

*Email: services@jasolar.com*

*Website: [www.jasolar.com](http://www.jasolar.com)*

**Annex:**

MODEL NUMBER	POWER RANGE	Limited Warranty
JAM54S30-XXX/MR	390-420	12
JAM66S30-XXX/MR	480-510	12
JAM72S30-XXX/MR	525-560	12
JAM72S30-XXX/LR	560-580	12
JAM54S30-XXX/LR	415-435	12
JAM54S40-XXX/LR	420-450	15
JAM60S40-XXX/LR	475-500	15
JAM72S40-XXX/LR	560-600	12
JAM66D45-XXX/LB	600-610	12
JAM66D42-XXX/MB	580-585	12
JAM72D42-XXX/LB	625-635	12
JAM72D40-XXX/LB	590-595	12
JAM54D40-XXX/LB	440-445	12
JAM54D41-XXX/LB	440	12
JAM72D30-XXX/MB	545	12
JAM72D40-XXX/MB	570-575	12
JAM72D40-XXX/GB	560-580	12