

## Limited Warranty for WINAICO Photovoltaic Products (PV Products) Effective 01/01/2012

Congratulations on your purchase of WINAICO Photovoltaic Products! You have made an excellent decision in choosing a Product that has been manufactured to the highest standards, because at WINAICO we believe that quality is matter of principle.

### 1. Warranted Products (the “Products”)

**WINAICO WSP and WSI series:**

<i>WSP-180P6</i>	<i>WSP-220P6</i>	<i>WSP-240M6</i>	<i>WSI-135P6</i>
<i>WSP-185P6</i>	<i>WSP-230P6</i>	<i>WSP-245M6</i>	<i>WSI-140P6</i>
<i>WSP-190P6</i>	<i>WSP-235P6</i>	<i>WSP-250M6</i>	<i>WSI-145P6</i>
<i>WSP-195P6</i>	<i>WSP-240P6</i>	<i>WSP-255M6</i>	<i>WSI-135M6</i>
	<i>WSP-245P6</i>	<i>WSP-260M6</i>	<i>WSI-140M6</i>
	<i>WSP-250P6</i>	<i>WSP-265M6</i>	<i>WSI-145M6</i>
		<i>WSP-270M6</i>	

This limited warranty product does not allow for the transportation of goods between continents and will become null and void if the Product is transferred from the original country of destination after manufacture without prior written permission from WINAICO.

### 2. 10 year Limited Product Warranty

WINAICO warrants to the first purchaser in the original country of destination (“Customer”) for a period of Ten years (“Warranty Period”) from the first documented date of purchase (“the Warranty start date”), that the Products, including factory assembled DC connectors and cables, will be free from any defects in design, material, workmanship or manufacture that will impede their output performance, in terms of the applicable specifications and drawings on WINAICO’s Website [www.winaico.com/](http://www.winaico.com/)

To qualify for this warranty, the Product must be installed by a licensed and properly qualified installer adhering to guidelines provided in WINAICO’s installation manual, with Products, cables and connectors secured correctly and the Product being installed in an appropriate location. Any damage to the cables, caused by abrasion on a rough lower surface owing to insufficient fixing or to running of the unprotected cable over sharp edges, is not covered by this warranty, nor is any damage caused by animals or incorrect installation location.

Any change in the appearance of the Product, as well as any scratches, stains, mechanical wear, rust, mould, optical deterioration, discoloration and other changes, which occurred after delivery by WINAICO, do not constitute defects covered by this Warranty, unless the change in appearance results in a deterioration in the functional capability of the Product as stated in this warranty. A warranty claim in the event of glass breakage will not be considered if there is evidence of having been caused by an external event such as a storm or other accidental damage.

### **3. 25 year Limited Power Warranty**

WINAICO further warrants to the Customer that for a period of one (1) year from the date of first purchase that the power output of the Products will not be less than ninety seven percent (97%) of the minimum rated power output specified in the applicable Product data sheet at the date of original sale by WINAICO. For each subsequent year from year two (2) to twenty-five (25) from the date of sale WINAICO warrants to the Customer that the power output of the Products will not degrade by more

than 0.7% per year below the minimum rated power output specified in the applicable Product data sheet at the date of original purchase (the "Power Warranty") and that at the end of the Power Warranty, the warranted Product output will be at least 80.2% of the minimum rated power specified in the applicable Product datasheet.

In the event of a breach of the Power Warranty, WINAICO will at its option either:

- a) Repair or replace defective Products or to provide additional Products at no cost to make up for any measured power loss as measured in subclause (c); or
- b) Pay compensation equivalent to the cost at the date of the claim of additional Products required to make up the measured Excess Power Loss as described in subclause (c). If the originally supplied Product type is no longer manufactured then the current standard type Products may be supplied by WINAICO as replacement or additional Products. For determination of power degradation, Products shall be tested with a WINAICO approved Flasher and results at STC conditions shall be compared to the power listed on the Product label (measurement tolerance of +/- 4%).
- c) The Excess Power Loss will be determined by testing procedures approved by WINAICO and, at WINAICO's option, tested under the supervision of authorized WINAICO personnel but will only apply if power loss is more than three percent (3%) during the first (1) year or more than 0.7% per year degradation for years two (2) to twenty-five (25) and which is determined by WINAICO to be due to defective materials or workmanship with respect to the Products.

### **4. Limitations**

The "Limited Warranty" does not apply to any Products to which any of the following applies:

- a) Modification, customer repair, misuse, abuse, neglect or accident;
- b) Failure to comply with WINAICO then current Solar's installation manual;
- c) Service by technicians who are not licensed to install & service Photovoltaic systems under the relevant law and/or applicable regulations at the place of installation;
- d) the Product's type, nameplate or Product serial number is changed, erased or made illegible (other than by any act or omission of WINAICO);
- e) the Product's installation on a mobile road-going vehicle (including but not limited to Recreational Vehicles, or Caravans), other than photovoltaic tracking systems or on marine installations;
- f) exposure to incorrect voltage, power surges or abnormal environmental conditions (such as acid rain or other pollution);

- g) a failure of defective components in the structure on which the Product is mounted;
- h) exposure to mould discoloration or similar external effects;
- i) exposure to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening, servicing by use of unauthorized spare parts, accident, force of nature (such as lightning strike, earthquake), influence from chemicals or other acts beyond WINAICO reasonable control (including damage by fire, storm or flood).

## **5. Assertion of claims**

If you wish to make a claim under the guarantees specified under 2) and 3), WINAICO requires you to inform the relevant seller/dealer of the Product of the alleged defect in writing, or to send this written notification directly to the address mentioned in 6), if the relevant seller/dealer no longer appears to trade (due to business closure or insolvency). Any notification of defects must be accompanied by a copy of the original sales receipt as evidence of the purchase and time of the purchase of the Products.

Notice of the claim must be submitted to the relevant seller/dealer or to WINAICO within six weeks of the occurrence of the alleged defect. The return of Products for assessment is permitted only after the written consent of WINAICO has been received by the customer.

## **5A. Australian Consumer Law**

The Products 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 for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if they fail to be of acceptable quality and the failure does not amount to a major failure.

## **6. Your contacts:**

Any correspondence with WINAICO is to be conducted directly via the following addresses:

### **Headquarters Taiwan**

Win Win Precision Technology Co., Ltd.  
No.96, 3F, Hsinho Road, Sinfong Township, Hsinchu County 304, Taiwan

### **To be contacted:**

#### **Germany Support**

WINAICO Deutschland GmbH  
Industriestraße 68, 97993 Creglingen, Germany  
Tel: +49 7933 700300; Fax: +49 7933 7003010  
[germany@winaico.com](mailto:germany@winaico.com)

#### **Italy Support**

WINAICO Italia S.r.l.  
Via A.Volta 32 Fraz. Dossobuono, 37069 Villafranca di Verona (VR), Italy  
Tel: +39 045 8619247; Fax: +39 045 6317560  
[italia@winaico.com](mailto:italia@winaico.com)

### **Netherlands Support**

WINAICO B.V.  
Teleportboulevard 140, 1043 EJ Amsterdam, The Netherlands  
[info@winaico.com](mailto:info@winaico.com)

### **United Kingdom Support**

WINAICO UK Ltd.  
7200 The Quorum, Oxford Business Park North, Oxford, OX4 2JZ, England  
Tel: +44 1865 487149; Fax: +44 1865 481482  
[uk@winaico.com](mailto:uk@winaico.com)

### **Australia Support:**

WINAICO Australia Pty Ltd  
Level 56 MLC Centre, 19-29 Martin Place, Sydney NSW 2000, Australia  
Tel: +612 9238 6127; Fax: +612 9238 6363  
[australia@winaico.com](mailto:australia@winaico.com)

### **USA Support**

WINAICO Delaware Co. Ltd.  
1209 Orange Street, in the city of Wilmington, Country of New Castle 19801, USA.  
[usa@winaico.com](mailto:usa@winaico.com)

## **7. Severability**

If a part, provision or clause of this “Limited Warranty for PV Products”, or the application thereof to any person or circumstance, is held invalid, void or unenforceable by a competent court, such holding shall not affect all other parts, provisions, clauses or applications of this “Limited Warranty for PV Products”, and such other parts, provisions, clauses or applications of this “Limited Warranty for PV Products” shall be treated as severable.

## **8. Disputes**

In case of any dispute under a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or ASU Arizona State University shall be appointed by WINAICO to determine the claim and its determination will be final and binding on all parties. All relevant costs and expenses of that determination shall be borne by the unsuccessful party, unless otherwise awarded.

## **9. Exclusions**

The warranties expressed herein are the only warranties given by WINAICO with respect to the Products. To the full extent allowed by the relevant law, all warranties implied by law, if any, including but not limited to any implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.

#### **10. Liability**

To the full extent allowed by the relevant law, WINAICO's liability to a Customer under these warranties is limited to performance of the remedies specified herein and in any case shall not exceed original purchase price paid for the relevant Product. In no event shall WINAICO be liable under this warranty for personal injury or property damage or for any indirect, incidental or consequential damages or lost profits, whether such damages are claimed to be based on negligence, contract, tort, strict liability or otherwise.

#### **11. Legal Rights**

This warranty will be governed by the laws of the country of first destination and installation of a Product.

Hsinchu, 01.01.2012



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Szu-Ming Chen, CEO  
Win Win Precision Technology Co., Ltd.



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Sascha Rossmann, CSO  
Win Win Precision Technology Co., Ltd.