

LIMITED WARRANTY STATEMENT PHOTOVOLTAIC KU MODULE PRODUCTS

Effective June 1st, 2019

This warranty statement will apply only to Canadian Solar Inc. (“Canadian Solar”) Ku series module products, including KuMax, KuPower, HiKu and KuBlack modules.

TWELVE (12) YEAR LIMITED PRODUCT WARRANTY

Subject to the exclusions contained below, Canadian Solar warrants to the original buyer (the “Buyer”) that the module shall be free from defects in materials and workmanship that have an effect on module functionality under normal application, installation, use, and service conditions as specified in Canadian Solar’s standard product documentation.

Canadian Solar warrants that the module will maintain its mechanical integrity and stability in accordance with the approved operation methods described in Canadian Solar’s installation manual and its annexes; the glass of the module will maintain its integrity provided there are no indications of localized impacts or external forces; and the cable and connector plug of the module will remain safe and operational provided the module is professionally installed. Any damage caused by abrasion, improper installation, artificial damage or animals are excluded from this warranty.

Claims under this warranty will only be accepted if the Buyer can provide proof that the malfunctioning or non- conformity of the module results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in Canadian Solar’s standard product documentation. Any color change of the module or any other changes in module appearance do not represent defects, insofar as the change in appearance does not stem from defects in material and/or workmanship, and does not cause degradation of functionality of the module.

TWENTY- FIVE (25) YEAR LIMITED PERFORMANCE WARRANTY

Canadian Solar warrants that for a period of twenty-five years the module will maintain a level of performance as set forth below:

- During the first year, Canadian Solar warrants the actual power output of the module will be no less than 97.5% of the labeled power output.
- From year 2 to year 25, the actual annual power decline will be no more than 0.6%; by the end of year 25, the actual power output will be no less than 83.1% of the labeled power output.

The actual power output of the module shall be determined for verification using Standard Testing Conditions only. The actual power output measurement is either carried out by a Canadian Solar facility or by a Canadian Solar recognized third-party testing institute. Testing equipment uncertainty will be applied to all actual power output measurements.

WARRANTY EFFECTIVE DATE

The warranty effective date shall be defined as the date of installation or ninety (90) days after delivery by Canadian Solar to the Buyer, whichever date is earlier.

EXCEPTIONS

The limited warranties set forth herein **DO NOT** apply to any module which has been subjected to negligence in transportation, handling, storage or use; or has been repaired, or in any way tampered with; or which has been subjected to extraordinary salt or chemical exposure; or which has been subjected to improper installation, application, alteration, unauthorized service, improper system design which caused constant shading to the modules; or which has been subjected to power failure or surges, flood, fire, direct or indirect lightning strikes, or other acts of nature; or which has been subjected to accidental breakage, vandalism, explosions, acts of war, or other events outside Canadian Solar's control; or which has been moved from its original installation location.

In addition, the limited warranties do not apply to any cosmetic change in appearance stemming from the normal wear and tear over time of product materials. Warranty claims will not apply if the product label, type or serial number of the applicable product has been altered, removed or made illegible.

REMEDIES

If the product fails to conform to the warranties set forth above, Canadian Solar, at its option, will either repair or replace the product, or provide additional modules to make up the total wattage loss, or provide an adjusted residual market value of the product(s) as compensation. If the failure to conform to the performance warranty is caused by a failure to conform to the product warranty, the adjusted residual market value will be based on the warranted power output set forth above; otherwise, the adjusted residual market value will be based on the difference between the warranted and actual power output. All remedies shall be based upon the warranted power output of the module at the reporting time of the warranty claim.

Canadian Solar shall cover reasonable transportation costs for returning the affected product to Canadian Solar and shipping the additional, repaired or replaced product to the Buyer. If Canadian Solar opts for repair as the remedy, Canadian Solar shall cover reasonable material and labor costs related to the repair. The costs and expenses for the removal, installation or reinstallation of the module, including fees, levies, taxes or other financial duties due in relation to any applicable electronic waste disposal regulation, shall remain with the Buyer. The cost of any fees, levies, taxes or other financial duties imposed on the remedies implemented by Canadian Solar or imposed on the modules subject to such remedies, that are due to regulatory, government or judicial decisions not existing at the time of purchase of the affected products shall not be paid by Canadian Solar.

Any repair or replacement of an affected product shall not increase the applicable warranty period. The warranty period for replaced or repaired product is the remainder of the warranty for the affected product. Canadian Solar reserves the right to deliver a similar product (of similar size, color, shape, and/or power output) in replacement of the returned product if production of the returned model is discontinued or such model is otherwise unavailable. Ownership of all products which have been replaced is passed to Canadian Solar.

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE FOREGOING REMEDIES STATE CANADIAN SOLAR'S SOLE AND EXCLUSIVE OBLIGATION AND THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTIES.

CLAIM PROCESS

If the Buyer believes that it has a justified claim covered by the limited warranties set forth above, then the Buyer shall submit such claim in writing, with supporting information including but not limited to the claimed quantity, serial numbers, purchasing invoices and proofs, to Canadian Solar within the applicable warranty period specified above to the following address, or such future address as Canadian Solar may provide from time to time:

Australia

Canadian Solar MSS (Australia) Pty Ltd.
Technical Department
44 Stephenson Street Cremorne VIC 3121, Australia
Tel: +61 3 8609 1844
E-mail: service.au@canadiansolar.com

WARRANTY ASSIGNMENT

This Limited Warranty is transferrable to a party taking legal title to the module, provided that the module remains installed in its original installation location.

DISPUTE RESOLUTION

In case of any dispute related to warranty claims, such dispute shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the purchase agreement between the Buyer and Canadian Solar.

NOT INDEPENDENT WARRANTIES

The Buyer has the right to pursue claims under each of the warranties set forth above; provided that if claims arise under multiple limited warranties from a single defect, then if Canadian Solar remedies that defect as set forth above, Canadian Solar shall be deemed to have resolved all applicable warranty claims arising from that defect.

DISCLAIMERS

THE LIMITED WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, AND ALL OTHER OBLIGATIONS ON THE PART OF CANADIAN SOLAR UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY CANADIAN SOLAR. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CANADIAN SOLAR HEREBY DISCLAIMS, AND 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 ANY OF ITS PRODUCTS OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL CANADIAN SOLAR BE LIABLE TO THE BUYER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE BUYER, FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE PRODUCTS, EVEN IF CANADIAN SOLAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CANADIAN SOLAR'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO CANADIAN SOLAR BY THE BUYER FOR THE PRODUCT IN THE CASE OF A WARRANTY CLAIM.

THE BUYER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE PRODUCTS WOULD BE SUBSTANTIALLY DIFFERENT. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU IN THOSE AREAS.

NOTE

In the event of any inconsistency among different language versions of this warranty statement, the English version shall prevail. For modules covered by Canadian Solar's warranty, please refer to our product lists published on our website at: <http://www.canadiansolar.com/warranty/> as such list is updated from time to time.

The installation and handling of PV modules requires professional skills and should only be performed by qualified professionals. Please read the safety and installation instructions before using the modules.