

WARRANTY POLICY of

CIB SOLAR LTD

This Warranty Policy (hereinafter "Policy") is issued by CIB Solar Ltd (hereinafter "CIBSolar") and applies to the solar thermal collectors manufactured by CIBSolar discussed in this Policy (hereinafter "Products") that are purchased by original end users of the Products (each, a "Customer") from CIBsolar distributors for solar thermal collectors worldwide.

Installation Procedure

Upon installation of Products by a professional contractor nominated by the CIBSolar distributors, the CIBSolar distributor responsible for the sale of Products to the Customer must record the serial numbers of the Products, and a basic description of the installation. The Customer shall retain its own records.

Warranties

CIBSolar provides the various warranties set forth in this Policy subject to the terms, conditions, and exclusions provided for herein.

1. Copper Header Pipe and risers of Solar Collector

CIBSolar hereby warrants and represents that , for five (5) years from the date of the delivery of any solar collector to the Customer, the copper header pipe and risers in the solar collector shall free from manufacturing defects resulting in leakage of the heat transfer liquid when operating within specified allowable limits and using approved liquids, provided that this warranty excludes:

- a) Leakage from any connection to header inlet or outlet;
- b) Defects resulting from exposure of the manifold header pipe and risers to pressure exceeding 0.6Mpa/6bar/87psi;
- c) Defects resulting from exposure to flow rates exceeding 15L/min / 3.96gpm.
- d) Defects resulting from the freezing of the liquid contained in the manifold header pipe and risers;
- e) Defects resulting from mal-installation or tough handling of the collectors.
- f) Leakage of the manifold header pipe and risers as a clear result of metallic corrosion and not structural braze failure;
- g) Poor heat transfer, excessive pressure drop, or blockage of header pipe or risers as a result of scale formation; and
- h) Installation of more than two end port manifolds in series without flexible connections at least every second manifold.

For a Customer to receive any remedies in connection with a breach of this warranty, the following conditions must be met:

- a) Customer must provide CIBSolar a dated photograph of the solar collector showing a water trail from the solar collector, as well as dated photograph of the serial etching;
- b) Customer must quote the serial number when making a warranty claim;

- c) The solar collector that in the subject of the warranty claim must be kept in storage for no less than ninety (90) days and made available for inspection by CIBSolar or its designee upon the request of CIBSolar.

2. Evacuated Solar Collector Tubes

CIBSolar hereby warrants and represents that the evacuated tubes in any solar collector shall be free from manufacturing defects resulting in spontaneous loss of vacuum for five (5) years from the date of the delivery of such solar collector to the Customer, provided that this warranty excludes loss of vacuum due to breakage during transport, handling or installation and that gradual reduction in vacuum degree over time are normal and accordingly are not defects in violation of this warranty.

For Customer to receive any remedies in connection with a breach of this warranty, the following conditions must be met:

- a) Customer must provide to CIBSolar a dated photograph of the tube still installed in the solar collectors showing white bottom end and no structural tube damage; and
- b) The evacuated tubes must be removed and kept in storage for no less than ninety (90) days and made available for inspection by CIBSolar or its designee upon the request of CIBSolar.

3. Heat pipe of HP Series Solar Collector

CIBSolar hereby warrants and represents that the heat pipe in any HP series solar collector shall be free from manufacturing defects resulting in loss of heat transfer properties for five (5) years from the date of the delivery of the solar collector to the Customer.

For Customer to receive any remedies in connection with a breach of this Policy, the following conditions must be met:

- a) Customer must provide CIBSolar dated photographs of faulty heat pipes, if applicable, showing the point of failure or rupture;
- b) The solar collector with failed heat pipe must be kept in storage for no less than ninety (90) days and made available for inspection by CIBSolar or its designee upon the request of CIBSolar.

Qualifications regarding Warranty

The warranties of the various Products and components thereof set forth above in the Policy shall not apply if:

- a) Breaches of warranty result (i) from any use of a Product for any purpose other than its ordinary purpose, as well as any neglect, accident, or ordinary wear and tear; or (ii) from damage from transport, shipping, handling, or any act of God or other Force Majeure;
- b) Breaches of warranty result from internal freezing of pipes and;
- c) Breaches of warranty result from installation that is not in accordance with (i) CIBSolar's Collector Manual in effect on the date when the Product is sold to the Customer, including, without limitation, any misaligned or non-leveled framed; or (ii) instructions and/or all relevant standards, codes of practice, electrical wiring and safety regulations and any regional authority regulations;
- d) A solar collector is damaged because of the failure of mounting brackets, fasteners or, nails, straps or other components for solar collector mounting that are either not supplied by CIBSolar or not fastened according to the installations supplied by CIBSolar;

- e) A solar collector is damaged because of the failure to fasten it to structurally sound material, resulting in significant movement or vibration of the Products;
- f) Any component of the solar collector is damaged as a result of exposure to wind speed exceeding 128km/h / 80mph;
- g) The Products is exposed to environmental conditions or mechanical forces that exceed the levels that component materials can be reasonably expected to withstand;
- h) The defective part, accessory, or component of the Products was not manufactured by CIBSolar;
- i) The Products is opened, serial etching damaged or defaced;
- j) If any maintenance or repair on the Products is completed by un-authorized persons; and
- k) The Products is relocated from its original point of installation;
- l) When installed in a system using a glycol based heat transfer liquid and the solar collector is left exposed to daily sunlight without hot water usage or effectively heat dissipation, such that the collector dry stagnates, with the exception of stagnation due to system component failure or power outage, where the system failure is remedied within 48 hours of occurring;
- m) The solar collector is left dry (no liquid circulation) and exposed to daily sunlight (not covered) for a period of time exceeding 14 consecutive days.

Remedies for Breach of Warranty

A Customer will notify the CIBSolar distributors from whom it purchased a Product promptly in writing of any alleged defect in that Product. The distributor will investigate the defect to determine if it is covered by the Policy and report it to CIBSolar. Based upon such review, CIBSolar will have the right in its sole and absolute discretion to determine whether or not the defect violates the applicable warranty. Customer's sole and exclusive remedy with respect to any breach of any warranty (as determined by CIBSolar in its sole discretion) by a Product during the applicable warranty period will be the repair or replacement of the Product by a designee of CIBSolar or, in CIBSolar's sole discretion a refund of the purchase price of the Product to the Customer. These remedies will be provided within a reasonable amount of time and without additional charge. CIBSolar will not be responsible for any costs or expenses associated with the investigation or analysis of an alleged defect or any repair charges for services to the Products that is not covered hereby. CIBSolar's total liability to Customer with respect to any Product shall be limited to Customer's purchase price for the Products. CIBSolar shall not be liable to any party, including the Customer, for any consequential, exemplary, incidental, indirect, liquidated, punitive, special, speculative or other similar damages, including without limitation, any damages to property or cost of replacement goods, resulting from any breach of warranty by a Product of any product defect. This paragraph sets forth a Customer's sole and exclusive remedy with respect to any Product, and a Customer shall not have any other remedy or remedies at law, in equity, or otherwise.

No Other Warranties

Except to the extent expressly provided for in this policy, CIBSolar hereby expressly disclaims and excludes any and all representations and warranties, whether written or oral, whether express or implied, whether arising by contract, at law, in equity, by strict liability, or otherwise, with respect to the Products, including, but not limited to, any warranty of merchantability, any warranty of fitness for a particular purpose, any warranty against exhibitory defects, and any warranty against infringement of the third party intellectual property rights under the laws of any jurisdiction, including, without limitation, any patents, trademarks, or Copyrights.