



### Residential PV Kits System Limited Warranty

Trina Solar Co., Ltd (“Trina Solar”) hereby grants the following Limited Warranty to the first customer installing (for its own use) (the “Buyer”) any of the specified (and no other) brand models listed below (the “Products”):

#### 1) Warranted Products

This Warranty applies exclusively to Trina Solar Modules, Trina Solar inverters, Trina Solar Grid-box, Isolators and Breakers, and Balance of system(individually, the “warranty product”) and only to the extent that these products are first installed in India and The Asia-Pacific Region. The warranty is applicable only to the components purchased and specifically supplied by Trina Solar, subject to the different configurations of Trinahome.

##### a) Module Products:

###### (i) Polycrystalline Frame Modules

TSM-\*\*\*PD05, TSM-\*\*\*PD05.05, TSM-\*\*\*PD05.08, TSM-\*\*\*PD05.002, TSM-\*\*\*PD05.052, TSM-\*\*\*PD05.082, TSM-\*\*\*PD05(II), TSM-\*\*\*PD05.05(II), TSM-\*\*\*PD05.08(II), TSM-\*\*\*PD05.00U, TSM-\*\*\*PD05.05U, TSM-\*\*\*PD05.08U,

###### (ii) Monocrystalline Frame Modules

TSM-\*\*\*DD05A(II), TSM-\*\*\*DD05A.05(II), TSM-\*\*\*DD05A.08(II)TSM-\*\*\*DD05A.002(II), TSM-\*\*\*DD05A.052(II), TSM-\*\*\*DD05A.082(II)TSM-\*\*\*DD05A.05U(II), TSM-\*\*\*DD05A.08U(II), TSM-\*\*\*DD05A.00U(II)TSM-\*\*\*DEG5.25(II)

Note: The “\*\*\*” placeholder stands in each case for the power indication set out in the relevant Product Data Sheet

##### b) Inverters Products:

TS-3K1SG, TS-5K2SG, TS-5K2TG, TS-10K2TG,  
TS-0.7K1SJ, TS-1K1SJ, TS-1.5K1SJ, TS-2K1SJ, TS-2.5K1SJ, TS-3K1SJ, TS-3.6K1SJ, TS-4K2SJT-  
4.6K2SJ, TS-5K2SJ, TS-6K2SJ, TS-5K2TJ, TS-10K2TJ  
TS-ESH3KJ, TS-ESH3.6KJ, TS-ESH4.6KJ, TS-ESH5KJ

##### c) Grid-box

TS-GB3KS-LM-\*\*, TS-GB5KS-LM-\*\*, TS-GB5KT-LM-\*\*, TS-GB10KT-LM-\*\*  
TS-GB3KS-NT-\*\*, TS-GB5KS-NT-\*\*, TS-GB5KT-NT-\*\*, TS-GB10KT-NT-\*\*

Note: The “\*\*\*” placeholder stands in each case for the cable standard set out in the box

##### d) Balance of System Material



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(i) Cables

PV1-F-1\*4mm<sup>2</sup> , ZR-YJV-3\*4mm<sup>2</sup> , ZR-YJV-3\*6mm<sup>2</sup> , ZR-YJV-5\*6mm<sup>2</sup> , ZR-RV-1\*4mm<sup>2</sup>

(ii) Rail structures

(iii) Isolators

PEDSC120R-EL32R-4, PEDSC120R-EL32R-4B, PEAS50-EL35-1N, PEAS50-EL35-3N

(iv) Breakers

JHM-63

**2) Warranty**

**1. Modules Warranty:**

**a) 10 -Year Limited Product Warranty**

Trina Solar warrants that for a period of ten years commencing on the Warranty Start Date (as defined below)

- There will be no defects in design, material, workmanship or manufacture that materially impede the functioning of the Product(s), and the Product(s)
- will conform to the specifications and the drawings applicable thereto.

This Limited Product Warranty covers glass breakage provided that there was no external cause of breakage (i.e. only breakage caused by the glass itself or the module is covered).

Any deterioration in the appearance of the Product(s) (including, without limitation, any scratches, stains, mechanical wear, rust, or mold) or any other changes to the Product(s) which occur after delivery (Incoterm 2010) to the Buyer, do not constitute a defect under this Limited Warranty. The rights of the Buyer under Sec. 2) 1 b) shall remain unaffected.

**b) 25 -Year Limited Power Output Warranty**

In addition, Trina Solar warrants that for a period of twenty-five years commencing on the Warranty Start Date, the loss of power output relating to the initial guaranteed power which is defined as Peak Power Watts P<sub>max</sub>(W<sub>p</sub>) plus Peak Power Watts P<sub>max</sub>(W<sub>p</sub>) multiplied by the lower limit of the Power Output Tolerance P<sub>max</sub>(%)—as specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC) for the Product(s) shall not exceed

- For Polycrystalline Products (as defined in Sec. 1 a (i)): 2.5% in the first year, thereafter 0.7% per year, ending with 80.7% in the 25th year after the Warranty Start Date,



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- For Monocrystalline Products (as defined in Sec. 1 a (ii)): 3.0% in the first year, thereafter 0.68% per year, ending with 80.68% in the 25th year after the Warranty Start Date.
- The actual power output shall be determined for verification using STC only and measurement shall either be carried out by Trina Solar or by a Trina Solar recognized third party testing institute. (Remark: According to STC, Measurement system uncertainty will be applied to all actual power output measurements.)

**2. Inverter Warranty**

**a) 5 -Year Limited Product Warranty**

Trina Solar warrants that for a period of five years commencing on the Warranty Start Date (as defined as Sec 3)

- will be free from defects in design, material, workmanship or manufacture that materially impede their functioning .

**3. Grid-box warranty**

**a) 5-year Limited Product Warranty**

Trina Solar warrants that for a period of five years commencing on the Warranty Start Date (as defined as Sec 3)

- will be free from defects in design, material, workmanship or manufacture that materially impede their functioning .

**4. Balance of system Warranty:**

Item	Warranty	
Isolator and Breaker	5 years for Isolators and Breakers	2 years for breakers' Enclosure
Mounting Structure	5 years for Carbon Steel rail	10 years for Aluminum rail
Cables	3.5 years	

Trina Solar warrants that commencing on the Warranty Start Date (as defined as Sec 3)

- will be free from defects in design, material, workmanship or manufacture that materially impede their functioning .

**3) Warranty Start Date**



The Warranty Start date is commencing on :  
Complete the installation and Commission of the product at the original end-user location

#### 4) Exclusions and Limitations

The aforementioned "Limited Warranty" does not apply to any Products which have been subjected to:

- 1) Failure to pay the purchase price towards Trina Solar or its subsidiaries.
- 2) Failure to comply with Trina Solar User installation manual applicable during the Validity of this Limited Warranty pursuant to Sec 10 ;
- 3) The fault is the result of Customers' Negligence ,irrelevant operation ,improper commissioning or transport, insufficient ventilation;  
Service by service technicians who are not qualified under the relevant law and/or applicable regulations at the place of installation;
- 4) The Product's type, nameplate ,label or products serial number is changed, erased or made illegible (other than by any act or omission of Trina Solar);
- 5) Product modified, design changed or parts replaced not approved by Trina Solar Such as unauthorized modification on the hardware or software of components or attempted repair and disassembly,;
- 6) Failure to comply with the safety regulations (e.g. VDE standards IEC Local country grid code, etc.).
- 7) Improper transport, storage, assembly, testing, commissioning, operation, maintenance, insufficient ventilation or other Buyer's negligence or theft;
- 8) The Product's installation on mobile units such as vehicles, ships or offshore-structures;
- 9) Exposure to voltage in excess to the maximum system voltage or power surges;
- 10) Defective components in the construction on which the products are mounted ,including but not limited to roof load doesn't meet Installation requirement ; The product faults and damages due to neighboring devices beyond warranty period or not belong to Trina Residential PV Kits System.
- 11) The Products didn't remain installed in their original installation location.
- 12) Exposure to mold discoloration or similar external effects; Normal wear and tear on enclosure of devices; Aesthetic aspects that do not affect the performance of the follower;
- 13) Exposure to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized opening, servicing by use of unauthorized spare parts, accident, force of nature (such as lightning strike, flood, earthquake), influence from chemical products or other acts beyond Trina Solar's reasonable control .
- 14) Use of the Products in such a manner as to infringe Trina Solar's or any third party's intellectual property rights (e.g. patents, trademarks). Parallel importation, which is defined as subsequent sale without the consent of Trina Solar from the country in which the Product(s) were first put on the market to another country, is regarded as an infringement of Trina Solar's intellectual property rights.



**5) Repair, Replacement or Refund Remedy**

a) If the "warranty products" malfunction or become inoperative due to a defect in workmanship or material under normal operation as specified in product instruction within warranty period, please report defective components with a brief error description to service hotline or portal and send your warranty card to our service department by fax/email to process the warranty claim

- I. While a module fails under the standard warranty period, at Trina Solar's option, it will be
  - i) Refund the salvage value of the defective Product(s). For purposes of this Limited Warranty salvage value shall mean the Current Market price of the defective Product(s) divided by the number of years constituting the warranty period within the meaning of Sec. 2.1.b) and multiplied by the number of full years from the date of notification within the meaning of Sec. 7 a) until the end of the applicable warranty period; or
  - ii) repair the defective Product(s) at no charge (subject to the following paragraph IV); or
  - iii) Replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge (subject to the following paragraph IV). Trina Solar reserves the right to provide a similar Product in replacement of the defective Product if the defective Product is discontinued or otherwise unavailable.

- II. While an inverter fails under Trina Solar standard warranty period, at Trina Solar's option, it will be:
  - i) Returned to Trina Solar and repaired; or
  - ii) Onsite repaired; or
  - iii) Replaced with a refurbished inverter that includes the latest firmware (if original model has been stopped in production, Trina Solar will provide an equivalent model replacement).

If the inverter is replaced within the warranty period, the remaining warranty period will be automatically transferred to the replacement unit. In this event, you will not receive a new warranty cycle, as this replacement will be registered by Trina Solar. In any event, Trina Solar provide a 6-month warranty for replaced inverter.

Purchase invoices should be properly kept for further warranty claim. For return transportation of inverters or components, it must be packed in their original or equivalent packaging. Trina Solar keeps the right to arrange the warranty service by using third parties for performing warranty works.

- III. While Grid box , Isolators and breakers ,Rail structure and cable which provided by Trina Solar fails under Trina Solar standard warranty period, at Trina Solar's option, it will be:
  - i) Onsite repaired; or
  - ii) Replaced with an equivalent model that could match it's original function. (In case original cable fails under Trina Solar standard warranty period 3.5 year, Trina Solar will only provide one time equivalent model replacement)



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- b) In the event that Trina Solar opts for repair or replacement, Trina Solar shall bear all insurance and transportation charges (except air freight), customs clearance and any other costs for returning the defective Product(s) to Trina Solar and shipping the repaired or replaced Product(s) to Buyer (a Buyer may claim reimbursement by Trina Solar for these charges by providing proof to Trina Solar that these charges were incurred, e.g. an invoice from the relevant service provider). Ownership of returned Product(s) shall pass to Trina Solar free of charge. The costs and expenses for the removal, installation or reinstallation shall remain with Buyer.
- c) The warranty period(s) as defined in Sec. 2) (excluding inverter) shall not extend or renew upon the repair or replacement of a defective Product by Trina Solar. The warranty period for replaced or repaired Product(s) is the remainder of the warranty on the original new Product(s).
- d) All other claims under this Limited Warranty against Trina Solar shall be excluded. Under this Limited Warranty, Trina Solar is not responsible for any special, incidental or consequential damages (including loss of profits, business interruption, loss of power generation, harm to goodwill or business reputation, or delay damages) whether such claims are based in contract, warranty, negligence or strict tort. This exclusion applies to the extent permissible by law, and even if the remedies set forth below herein are deemed to have failed of their essential purpose.
- e) YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44 OR PURSUANT TO THE MAGNUSON MOSS WARRANTY ACT. SOME STATES 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.
- f) The following statement applies to customers that are 'consumers' within the meaning of the Australian Consumer Law:  
"Our goods 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 goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure."

**6) Rights and Remedies against Third Parties**

This Limited Warranty shall be construed as a separate warranty and independent from any other contractual arrangement with third parties relating to the Product(s). It shall not affect any rights, obligations and remedies of the Buyer, if any, with regard to third parties for defects or non-



conformity or non-compliance of the Products, notwithstanding its legal basis. The rights and remedies provided hereunder are in addition to any other rights and remedies against third parties to which Buyer may be entitled by agreements with such third parties or by law.

**7) Claims Procedure, Notice Periods, Expiration of Warranty Claims and Limitations.**

- a) Buyer shall notify Trina Solar under this Limited Warranty using Trina Solar's Customer Service Portal at the web address [Http://kitservice.trinasolar.com](http://kitservice.trinasolar.com)
- b) Alternatively by Email letter or by a hotline specifying each alleged claim including evidence of the claims and the serial numbers of the Product(s) at issue. The contact customer support center for the regions are:

**India Customer Support**

Trina Solar Energy India Pvt Ltd,  
Unit no. 824, 8th Floor, DLF Tower, Plot no. 11, DDA  
District Centre, Jasola, New Delhi-110025, India  
T +91 18002588003

**AUS customer Support**

Trina Solar Australia Pty Ltd  
Suite 44.05, Level 44, Governor Phillip  
Tower,1 Farrer Place,Sydney NSW 2000  
T+61 1300 874 627.

- c) Any dispute on technical facts relating to claims brought under this Limited Warranty for defects of Products shall be determined by expert determination. Trina Solar and the Buyer will, at the Buyer's or Trina Solar's request, appoint as independent expert and appraiser a reputable researcher from a first-class international test-institute such as Fraunhofer ISE in Freiburg/Germany, TÜV (e.g. TÜV Rheinland, TÜV SUD or Shanghai TÜV) or ASU Arizona State University, and so on ("Technical Expert"). The determination by such Technical Expert shall be final, conclusive, binding and enforceable in any proceeding brought hereunder. The Technical Expert shall (i) act as an expert; (ii) allow the parties a reasonable opportunity to make representations and counter-representations; (iii) take those representations and counter-representations into account; and (iv) if required by either party give written reasons for his or her determination.
- d) Any claim for breach of this Limited Warranty must be brought within two (2) months after discovery of the breach.
- e) The return of any defective Product(s) will not be accepted unless prior written authorization has been given by Trina Solar.

**8) Force Majeure**

Trina Solar shall not be responsible or liable in any way to the Buyer for any non-performance or delay in performance under this Limited Warranty due to occurrences of force majeure such as, war, riots, strikes, unavailability of suitable and 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 at the



time of the sale of the defective Product(s) or the notification of the relevant warranty claim under this Limited Warranty.

**9) Warranty Assignment**

This Limited Warranty is transferrable when the Products remain installed in their original installation location.

**10) Validity**

This Limited Warranty shall apply to Product(s) delivered to Buyer on or after 21<sup>st</sup> of January 2018 (Incoterms 2010). This Limited Warranty shall be valid until a new revision is issued by Trina Solar.

**11) No Other Express Warranty**

Except as otherwise provided by applicable statutory law (cf. Sec. 5 d) and 5 e) above) or unless modified in writing and signed by an officer of Trina Solar, the Limited Warranty set forth herein is the only express warranty (whether written or oral) by Trina Solar applicable to the Products and no one is authorized to restrict, expand or otherwise modify this Limited Warranty.

**12) Miscellaneous**

If any provision of this Limited Warranty is held invalid, unenforceable or contrary to law then the validity of the remaining provisions of this Limited Warranty shall remain in full force and effect.

**13) Applicable Law and Jurisdiction**

The validity of this Limited Warranty, the construction of its terms and the interpretation and enforcement of the rights and duties of the Buyer and Trina Solar shall be governed by the laws of the country of the original installation location of the Product(s), to the exclusion of that country's conflicts of law rules as well as of the United Nations Convention on the International Sale of Goods dated 11 April 1980 (CISG) and of any other uniform law. All disputes arising out of or in connection with this Limited Warranty shall be finally settled before the ordinary courts of the country of the original installation location of the Product(s).

Country-unique Jurisdiction Term:

India: Disputes arising out of or in connection with this Limited Warranty shall be finally settled by arbitration which shall be held in Bangalore, India in accordance with the laws of India then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.





TRINA SOLAR CO., LTD

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If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Statement of Limited Warranty prevails over any other language version.

**14) Important Note**

The installation and operation of Trina Solar Residential PV Kits System requires electronic professional skills and should only be performed by qualified electronic professionals. Please read the safety and installation instructions before using and operating the Product(s).

<http://kitservice.trinasolar.com/doclist>