



ET Solar Group
2008

ET Tracker Warranty

Initial Customer:

Warranty Activation Date:

ET Tracker(s) Type:

Number of ET Trackers:

Serial Numbers (see Serial Number Addendum)

Warranty number:

Project contractor:

City/ State:



1. Five Year Parts and Workmanship Warranty

ET Solar Group Ltd. (ET Solar) grants a five year limited warranty against parts and workmanship failure for the purchased equipment listed on the serial number addendum below.

The five year warranty is effective upon the transfer of ownership. The activation date corresponds with the date the Customer/Owner presents the Bill of lading to the Port Authorities and takes physical ownership and responsibility for the goods.

In the event that ET Trackers arrive at the port at varied delivery dates, each of these individual shipments will have their own warranty activation date.

The five year Warranty includes repair or replacement of all tracker parts and components as outlined in the details of this warranty. Any substituted parts will be identical or of similar characteristics depending on availability.

The five year Warranty excludes any type of additional components installed or connected to the ET Tracker but not supplied by ET Solar, such as photovoltaic modules and inverters. These additional components are covered by the warranty provided by their own manufacturers.

In the event of transfer of ownership, the previous Customer/Owner is required to give written notification to the third party informing them of the parameters of the ET tracker warranty and in addition notify ET Solar of ownership change. If ET is not notified within 60 days of ownership transfer, the ET tracker warranty will be void. The new Customer/Owner must also inform ET Solar in writing of the legal date of acquisition and its contact details. Failure to comply with the notification to ET of ownership transfer will void the warranty. Provided the warranty is transferred properly, lifetime of transferred warranty will be based on the original warranty activation date.

2. Warranty Scope

2.1 Responsibility

ET Solar will assume responsibility for the following direct material damages of internal origin that are of accidental and unforeseeable form.

- A. Hidden Defects: Damages caused as a result of manufacturing defects, failure of materials, defects of smelting, weld or fit, and, in general, intrinsic causes brought about by the design and/or manufacturing of the machine.
- B. Tear: Breakage of the machine caused by normal tracker movement and use.
- C. Electrical Phenomena: Electrical defects, damages caused by short circuit, electrical arcing and surge that are not the result of outside influences such as electrical storms and power surges etc.
- D. Auto Combustion: Damages caused by fire that has internal origins and inherent causes. This includes the damages produced by the smoke, soot and gases caused by auto combustion.
- E. Abnormal Operation: Damages caused by defects of lubrication in areas that are not accessible for routine maintenance and are internal or hidden in nature such as sealed motor bearings etc. Any damages caused by lack of proper maintenance, as outlined in the tracker maintenance checklist and maintenance manual, are excluded.

2.2 Exclusions and Limitations

- A. The damages that originate from fire, explosion, acts of vandalism and maliciousness,



corrosion, severe atmospheric phenomena (such as excessive wind, ice, storms, flood), and other natural occurrences (such as earthquakes).

- B. Indirect Damages , such as loss of funds, suspension of work, contractual breach, fines, penalties, losses caused by cessation of civil responsibility.
- C. Damages caused by visible imperfections and defects existing upon warranty activation. Within 30 days from the Warranty activation date, the Customer/Owner must notify ET Solar in writing of any visible product imperfections and defects.
- D. Damage or malfunctioning caused by incorrect installation or violation of proper installation procedure as outlined in the installation manual
- E. Failure to regularly maintain system as outlined in the ET Tracker Preventative Maintenance Section of this Warranty.
- F. Normal wear and tear, gradual deterioration due to atmospheric conditions and influences of a chemical or thermal order.
- G. Modifications of any kind.
- H. Breach in the effective and normal procedures of operation, maintenance and repairs.
- I. Losses or damages caused by tracker foundation, including but not limited to ground settling, concrete quality and installation non-compliant with the ET installation manual.
- J. The cost of consumables such as lubricant, cleaning supplies or paint and fuels etc
- K. Any damage caused if the tracker continues to be operated or ceases to be properly maintained after failure and before the definitive repair has been completed.
- L. Any and all labor charges for troubleshooting, removal or replacement of tracker and/or its components are not covered by this warranty and will not be honored by ET Solar.
- M. Direct or indirect damage to other goods or other losses to profit that could originate from the failure of the ET Trackers. ET Solar will not provide indemnification or compensation of any kind in this case.

2.3 Preventive Maintenance

The ET Tracker is comprised of quality components, and should provide many years of reliable service. The tracker utilizes moving parts and also electronic components, and operates in a challenging environment, so proper maintenance is important for long-term performance.

ET Solar reserves the right to void this Warranty unless the following preventive maintenance has been strictly followed:

- A. Maintenance: ET Solar has supplied an annual maintenance checklist and manual. Maintenance on the tracker must comply with ET specifications.
- B. Maintenance schedule: Maintenance must be performed annually, at a minimum. Depending on the operating and environmental conditions some maintenance items may need to be performed more frequently and are the responsibility of the Customer/Owner. The Customer/Owner agrees to maintain the system up to the standards specified in the maintenance manual.
- C. Modifications and replacements: No modifications are to be made to the tracker system without written approval from ET Solar. Any replaced parts should be new and per tracker specifications.
- D. Inspections: During the Warranty period, ET Solar may enter the site to perform physical inspections and may request a review of the maintenance logs. ET Solar will provide



written notice at least 5 days prior to inspection.

- E. Performance Data: To assist in evaluating tracker performance, ET Solar will be provided with access to tracker performance data on a per tracker basis. Any system passwords provided by the Customer/Owner will be maintained as confidential.
- F. Updates: In the interest of maximum system longevity and performance, ET Solar reserves the right to add to or modify installation and maintenance items. The Customer/Owner agrees to implement modifications and additions.
- G. Maintenance Verification: The Customer/Owner will be provided with maintenance verification forms and agrees to complete and return the form to ET Solar within 30 days of the annual, Warranty Activation date. ET Solar may request more frequent maintenance verification depending on the characteristics of the site. In this case the Customer/Owner agrees to return the maintenance verification form within 30 days of the request.

3 Warranty Service

When making a warranty claim the Customer should promptly notify ET Solar's, regional customer service center. The notification should be by phone and in writing and include the following:

- A. Serial number of the tracker in need of repair
- B. Clear description of the problem and its history

An ET Solar Return Merchandise Authorization (RMA) must accompany all returned components. ET Solar will not accept the return of any parts or pieces without a RMA.

Cost of shipping all parts to a local ET Solar customer service center is the responsibility of the Customer/Owner. Cost of shipping all repaired or replaced parts to the Customer/Owner will be covered by ET Solar.

For questions and customer support, please contact us:

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Tracker Serial Number Addendum

Tracker Warranty Number: _____

Seller: ET Solar Group Ltd.

Buyer:

Representative:

Representative:

Title:

Title:

(Authorized Signature)

(Authorized Signature)

Date:

Date: