



# ***25-Year Product Warranty***

## ***May 2012***

# *Warranty Coverage Highlights*

- 25 Years Coverage
- Immediate Coverage (NO Waiting Periods)
- Worldwide Coverage
- Non-Cancellable
- Helps to meet banks and lenders requirements
- 3<sup>rd</sup> party Bankruptcy rights

# Coverage of the Insurance

- The insurance company will pay for Claims for Expenses JA Solar incurs:
  - *To repair, replace or furnish financial settlement to JA Solar customers for damaged Covered Solar Energy Collection Equipment when that damage arises from a product defect.*
  - *To repair, replace or furnish financial settlement to JA Solar customers for undamaged Covered Solar Energy Collection Equipment when a Serial Product Defect arises.*
  - *For amounts JA Solar is obligated to pay and that arise from JA Solar product's failure to achieve its Warranted Energy Production Level.*
  
- It is in accordance with the warranty terms contained in the warranty statement or limited warranty statement issued by JA Solar during the policy period. Coverage does not exceed the actual cash value of the covered solar energy collection equipment.

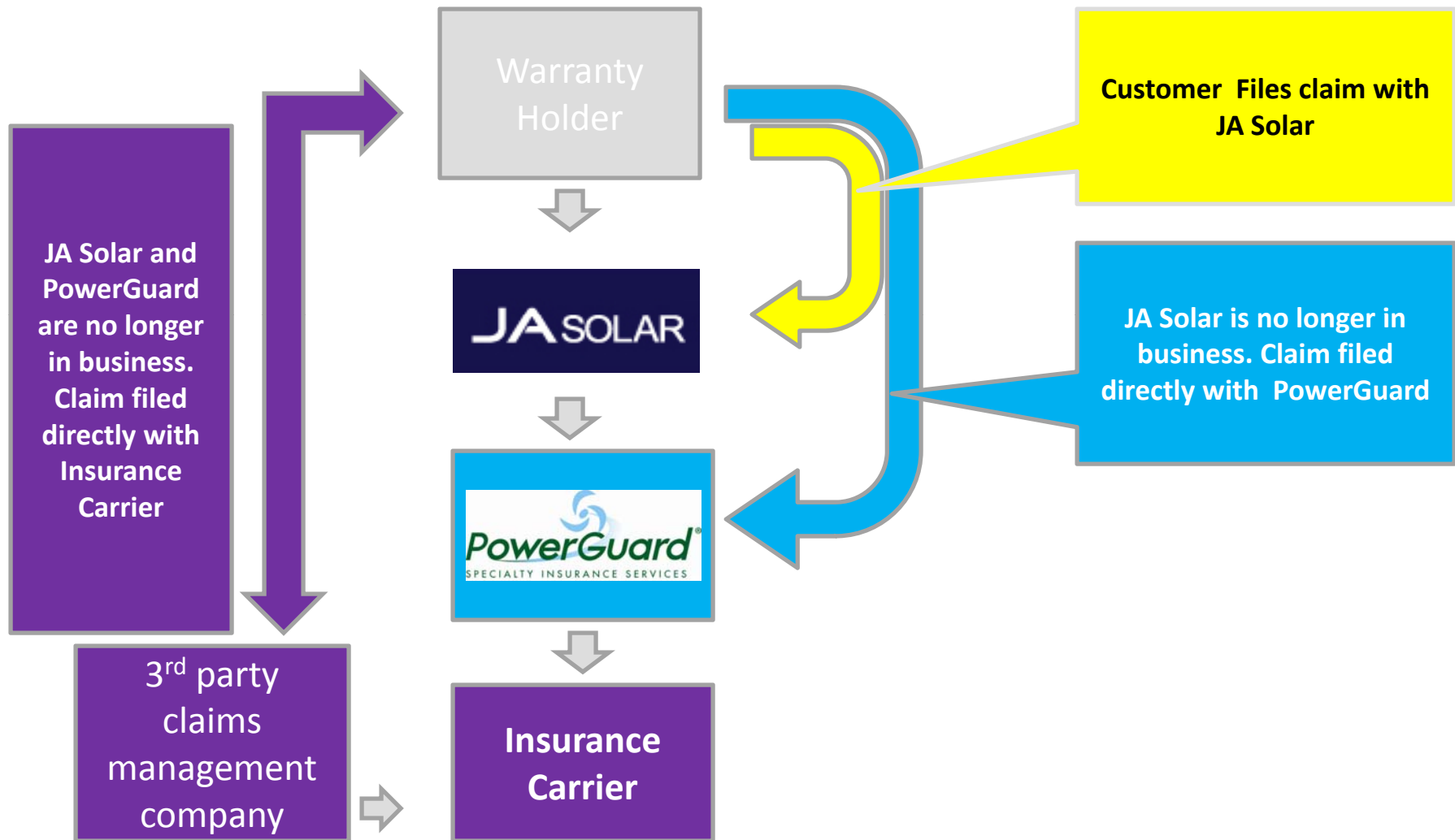
# *Third Party Bankruptcy Rights*

## **7. Bankruptcy**

**Your bankruptcy or insolvency or the bankruptcy or insolvency of any entity comprising you shall not relieve us of our obligations under this policy, and, in the event of your bankruptcy or insolvency, your customers shall have the same rights under this policy that you have.**

**•Taken verbatim from the 2012 PowerGuard Policy Form as purchased by JA Solar.**

# Claims Process



# *Exclusions of the Insurance*

- Consequential or incidental loss of any kind, including loss arising from JA Solar performance or the performance of its agents, employees or any repair facility, its agents or employees.
- Any loss or damage arising from those events specially excluded under a product warranty to any covered solar energy collection equipment.
- Any loss or damage arising from the interruption of service from any covered solar energy collection equipment, such as unavailability or delay of replacement parts, service or servicing equipment.
- Any loss or damage or expense arising from a willful, tort, or wrongful act, or negligence. Other exclusions are listed in the insurance program.

# Definitions

➤ ***Actual Cash Value*** : Means the price at the time of purchase of Covered Solar Energy Collection Equipment reduced by an amount equal to 4% of that price per each 365 day period following the date of purchase until the conclusion of the twenty-fifth period.

➤ ***Covered Solar Energy Collection Equipment*** :

- **Includes** : photovoltaic cells, panels and modules that are sold under the terms of a covered Equipment Sales Agreement JA Solar issues during the Policy Period and for which JA Solar has filed serial numbers with insurance company.
- **Does not include** : foundation, support apparatus or footings; cabinet, compartment, conduit or ductwork; vehicle or any equipment mounted on a vehicle; low-voltage or high-voltage cables, wires or lines and related equipment carrying electricity from the covered solar energy collection equipment to points external of the covered solar energy collection equipment or data.

# Definitions-Continued

- **Warranty Terms:** means the terms issued by JA Solar to a Contract Holder during the Policy Period and accepted by the insurer in writing. Under no circumstances shall the coverage afforded by this policy exceed JA Solar's "Warranty Terms."
- **Expenses:** means the sums incurred by JA Solar to fulfill its warranty terms. It does not include any sums JA Solar may incur to rectify or remedy a defect in production design, material or workmanship.
- **Product Defect:** means a unit or a part of a component that breaks; ceases to perform the function; fails to conform to JA Solar's technical specifications in any material respect; is not produced in any material respect in accordance with JA Solar's technical specification; or is not free of defect in material or workmanship.



# *Duties in the Event of Loss*

➤ *In the event of any loss or damage that may lead to a possible claim, JA Solar shall:*

- As soon as reasonably practicable notify your insurance broker at PowerGuard by telephone, or email and send written Notice of Claim after the loss or damage. PowerGuard's address is 19000 MacArthur Blvd., Suite 575, Irvine, CA 92612-1447. [claims@powerguardins.com](mailto:claims@powerguardins.com)
- Take all reasonable steps to preserve and salvage the property insured and to minimize the loss.
- Submit a written report to insurance company describing the extent of the damage or loss, the causes thereof the measures which JA Solar recommends are to be taken to remedy same.
- Control all necessary repairs, provided however that JA Solar shall ensure that such repairs are performed in a proper, reasonable and economical manner.
- Carry out repairs of any minor loss or damage or replace items which have sustained any loss or damage of less than the Self Insured Retention.

# *Payment of Claim*

- Payment of claim may not be required nor shall action lie against the insurance company until:
  - JA Solar has fully complied with all the terms of this Policy.
  - JA Solar has demonstrated that it has or that it will incur Expenses, as evidenced by contracts, loan agreements, qualified estimates or invoices, to repair or replace damaged Covered Solar Energy Collection Equipment with equipment or parts in an amount that is equal to the Self Insured Retention and / or from Loss of Income.
  - The repairs or replacements covered hereunder have been substantially undertaken.
- Claims shall be adjusted by an independent claims adjustment company appointed by the insurance company and in accordance with the terms of the Policy.
- In the event of settlement, the insurance company will make payment directly to JA Solar or to such party as JA Solar may instruct the insurance company.



*Thank you*

