

LIMITED WARRANTY STATEMENT

FOR DAQO BRAND CRYSTALLINE SOLAR PHOTOVOLTAIC MODULES

(Ver. 2020)

Nanjing DAQO New Energy Co. Ltd. (hereafter is simplified as “DAQO”) hereby grants the following Limited Warranty to the Final Customer of Buyer for the “DAQO” brand crystalline solar photovoltaic modules.

1) Warranted Products

This Limited Warranty shall only apply to the following products:

a) DAQO Monocrystalline Modules

DQ***MFA, DQ***MSC, DQ***MSD

b) DAQO Polycrystalline Modules

DQ***PSB, DQ***PSC, DQ***PSD

Note: The “***” placeholder stands in each case for the power indication set out in the relevant Product Data Sheet (for example “DQ300PSD”)

2) 12 Year Limited Product Warranty

Subject to the exclusions contained below, DAQO warrants to the original buyer (the “Buyer”) that the modules 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 DAQO’s standard product documentation. DAQO guarantees that the module will maintain the mechanical integrity and stability in accordance with approved operation methods described in our installation instructions; the glass of a module will maintain its integrity provided there are no indications of localized impacts or external forces; and that the cable and connector plug of a module will remain safe and operational provided modules are professionally installed. Any damages caused by abrasion, improper installation or animals are exempt from this warranty.

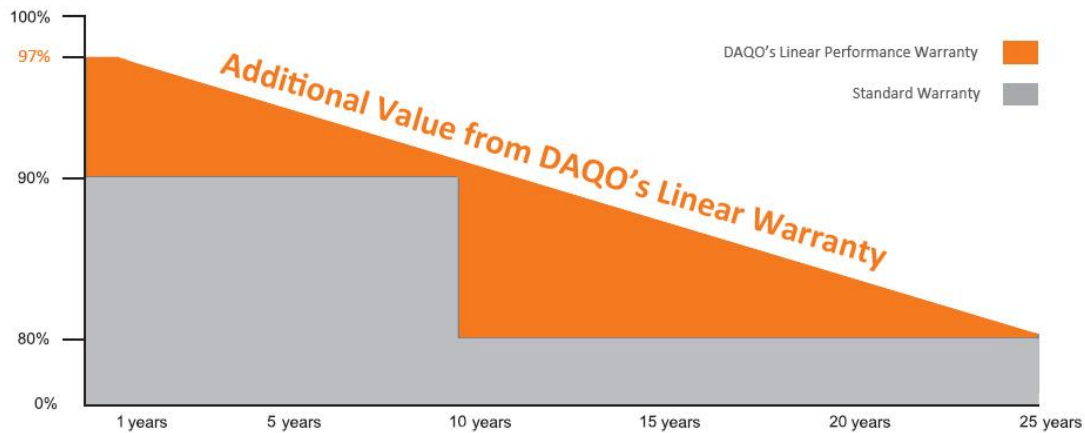
Claims under the warranty can only be accepted if the Buyer can provide proof that the malfunctioning or non-conformity of a module results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in DAQO’s standard product documentation. Any color change on module or any other changes on 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. If the product fails to conform to this warranty, DAQO will, at its option, either repair or replace the product, or provide an appropriate residual market value of the product(s) as compensation.

THE REPAIR OR REPLACEMENT REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY PROVIDED UNDER THE LIMITED PRODUCT WARRANTY AND SHALL NOT EXTEND BEYOND THE TWELVE (12) YEAR PERIOD SET FORTH HEREIN.

The limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under clause 3 hereinafter (the “Limited Performance Warranty”)

The Limited Product Warranty and the Limited Power Warranty are collectively referred to as “Limited Warranties” hereinafter.

3) 25 Year Limited Performance Warranty



DAQO guarantees that for a period of twenty-five years the module will maintain a performance as set forth below:

During the first year, DAQO guarantees the actual power output of the module will be no less than 97% of the labeled power output.

From year 2 to year 24, the actual annual power decline will be no more than 0.7%; by the end of year 25, the actual power output will be no less than 80% 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 DAQO facility or by a DAQO recognized 3rd party testing institute. Testing equipment tolerances will be applied to all actual power output measurements.

In the event it is determined that there is a negative deviation of actual performance from the warranted values then DAQO, at its option, will compensate for such loss in power by either providing to the Buyer additional modules to make up the total wattage loss, or by repairing or replacing the modules or providing to the Buyer financial compensation for the reduced performance of the module.

4) Warranty Effective Date

The warranty effective date shall be defined as the date of installation or 90 (ninety) days after the Modules dispatch from the DAQO factory, whichever date is earlier.

5) 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, or which has been subjected to power failure 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 DAQO's control. Unless otherwise required by any mandatory applicable law, the limited warranties do not cover any transportation costs for return modules, or for reshipment of any repaired or replaced module, or any other cost associated with installation, removal or reinstallation of modules.

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 type or serial number of the applicable product has been altered, removed or made illegible.

6) Obtaining Warranty Performance

If the Customer has a justified claim covered by this limited warranty, the Customer must immediately notify (a) the dealer, who sold the DAQO module(s), or (b) any authorized DAQO distributor of the claim in writing, or (c) send such notification directly to DAQO. The notification shall include a description of the claimed defect, the module serial number, the evidence of the claim and an invoice with clear indication of the purchase date, purchase price, and module type. The stamp or signature of DAQO or its distributors should also be submitted as part of the evidence.

Together with the notification, the Customer should enclose evidence of the date of sale on which the modules have been purchased.

If applicable, the Customer's dealer or distributor will give advice on handling the claim. If further assistance is required, the Customer is invited to write to DAQO.

The return of any modules will not be accepted unless prior written authorization has been given by DAQO and the Buyer has complied with the packaging and shipping instructions provided by DAQO.

DAQO customer service centers:

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T: +86.25.6698.7038

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module@DAQO.com

7) Disputes

Warranty claims must be filed within the applicable warranty period. No action, regardless of form, arising out of or in any

way connected with this limited warranty, may be brought by the Customer more than one (1) year after the cause of action has accrued. In case of any discrepancy in a warranty claim, a mutually agreed upon test institute shall be involved for the final judgment. All fees and expenses shall be borne by the losing party unless otherwise awarded.

8) Severability

If a part, provision or clause of this Limited Warranty Policy, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this Limited Warranty Policy, and to this end such other parts, provisions, clauses or applications of this Limited Warranty Policy shall be treated as severable.

9) Miscellaneous:

The repair or replacement of the Modules or the supply of additional Modules does not result in the beginning of a new warranty period, nor shall the original period of this Limited Warranty Policy be extended.

The title of any replaced Modules shall be transferred to DAQO at the time that DAQO authorizes such replacement.

DAQO has the right to deliver another type (different in size, color, shape and/or power) in case DAQO ceases to produce the replaced Module at the time of such warranty claim.

10) Force Majeure:

DAQO shall not be in any way responsible or liable to the Purchaser or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty Policy, due to Acts of God (including earthquakes, whirlwinds, floods, lightning, snow damage), 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 limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the Modules or the claim.

11. Validity

This "Limited Power Warranty for PV Modules" is valid for module(s) dispatched from DAQO between Jan.1st 2020 and Dec. 31st 2020.

NANJING DAQO NEW ENERGY CO., LTD