

1.0 LIMITED WARRANTY: MATERIALS AND WORKMANSHIP

Nanosolar, Inc. ("Nanosolar") warrants its Photovoltaic Panels ("Modules") to be free from defects in materials and workmanship under normal application, installation, use, operation and service conditions for a period of sixty (60) months ("Workmanship Warranty") from the date of delivery to the original purchaser ("Buyer").

As Buyer's sole and exclusive remedy, and Nanosolar's sole and exclusive liability and obligations, for any breach of the Workmanship Warranty, Nanosolar will, at its sole option, either repair or replace the Module.

Buyer will notify Nanosolar within seven (7) business days from the date Buyer becomes aware of a breach of the Workmanship Warranty. All notices must be in writing and delivered by registered mail, internationally recognized courier (i.e. Federal Express), or confirmed fax.

2.0 LIMITED WARRANTY: POWER OUTPUT

Nanosolar warrants: (i) for a period of ten (10) years from the date of delivery to Buyer that the Module power rating at Standard Test Conditions will remain at 90% or greater of Nanosolar's Minimum Specified Peak Power Rating*; and (ii) for a period of twenty-five (25) years from the date of delivery to Buyer that the Module power rating at Standard Test Conditions will remain at 80% or greater of Nanosolar's Minimum Specified Peak Power Rating* (together, (i) and (ii) are the "Power Output Warranty").

As Buyer's sole and exclusive remedy, and Nanosolar's sole and exclusive liability and obligations, for any breach of the Power Output Warranty, Nanosolar will, at its sole option, either repair or replace the Module or provide Buyer with additional modules to make up the lost power, provided that such degradation is determined to be due to defects in materials or workmanship under normal installation, application, use, and service conditions.

Buyer may monitor any retesting of the Modules in the event of a disputed test and receive the results. Buyer may include independent experts as part of the testing at Buyer's own expense, providing said experts sign the Nanosolar standard confidentiality agreement.

3.0 LIMITATIONS AND CONDITIONS

Buyer's sole and exclusive remedies, and Nanosolar's sole and exclusive liability and obligations, for any breach of the Workmanship Warranty and/or the Power Output Warranty (together referred to herein as the "Limited Warranty") are as set forth in this document, unless otherwise agreed in writing by an authorized representative of Nanosolar.

The Modules must be installed according to the latest Nanosolar Safety and Installation Manual provided by Nanosolar, and in Approved Application Environments and Approved Countries, otherwise this warranty will be void.

The Limited Warranty set forth herein does not apply to any Module which in Nanosolar's sole judgment: (i) has been subjected to misuse, neglect or accident; (ii) has been damaged through abuse, alteration, improper installation or application, or through power failure surges, lightning, flood, fire or other events outside Nanosolar's control; (iii) is due to negligence in use, storage, transportation or handling; (iv) has not been installed according to the latest Nanosolar Safety and Installation Manual provided by Nanosolar; or (v) has in any way been tampered with or repaired by anyone other than Nanosolar or its authorized agents. Cosmetic defects stemming from normal wear and tear of Modules are not covered by the Limited Warranty, nor are Modules installed in locations, which in Nanosolar's judgment, may be subject to direct contact with salt water.

The Limited Warranty will not apply if the type or serial number of the Module is irreversibly altered, removed or made illegible by Buyer's fault or negligence.

The Limited Warranty does not cover costs associated with: (i) Module installation, removal, testing, packaging or reinstallation; (ii) other costs associated with obtaining warranty service; or (iii) costs, lost revenues or lost profits associated with the performance or nonperformance of defective Modules. Any returned parts or Modules become the property of Nanosolar. The Limited Warranty does not cover transportation of the repaired, replaced or returned Modules. The repair or replacement of a Module or the supply of

additional modules to supplement the power shortfall of a warranted Module will not create a new warranty or extend the original term of the Limited Warranty.

This Limited Warranty applies only to the original Buyer of the Module and may not be transferred to subsequent purchasers of the Module, including without limitation transfer to a Project site owner, unless otherwise agreed to in writing by an authorized representative of Nanosolar; transfers to Project site owners will not be unreasonably withheld. Any transfer of this Limited Warranty without Nanosolar's written consent will void this Limited Warranty.

4.0 DISCLAIMERS

THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, REPRESENTATIONS, OR TERMS AND CONDITIONS RELATING TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NONINFRINGEMENT, USE, APPLICATION, SATISFACTORY QUALITY, NON-INTERFERENCE, OR ARISING FROM LAW, COURSE OF DEALING, USAGE OR TRADE PRACTICE, UNLESS SUCH OTHER WARRANTIES, REPRESENTATIONS, OR TERMS AND CONDITIONS ARE EXPRESSLY AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF NANOSOLAR.

Nanosolar will have no responsibility or liability whatsoever for damage or injury to persons or property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the Module, including, without limitation, any defects in the Module, or from use or installation. UNDER NO CIRCUMSTANCES WILL NANOSOLAR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, HOWSOEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE MODULE OR OTHERWISE AND EVEN IF NANOSOLAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Nanosolar's aggregate liability, if any, in damages or otherwise, will not exceed the payment, if any, received by Nanosolar for the particular Module unit furnished or to be furnished, as the case may be, which is the subject of the claim.

Any claim or dispute arising from or relating in any way to this Limited Warranty ("Dispute") will be governed by the laws of the State of California, U.S.A. or, where applicable, by the federal laws of the U.S.A., without regard to rules governing conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If any provision of this Limited Warranty is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary so that this Limited Warranty will otherwise remain in full force and effect and enforceable.

Unless otherwise elected by Nanosolar in writing for a particular instance (which Nanosolar may do at its option), the sole jurisdiction and venue for Disputes will be the Superior Court of the State of California for Santa Clara County or the United States District Court for the Northern District of California. Buyer hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such Disputes.

5.0 LIMITED WARRANTY CLAIM PROCEDURE

If you have a justified claim covered by this Limited Warranty, please notify the (i) installer who sold the Module, or (ii) directly send such notification to Nanosolar, Inc., 5521 Hellyer Avenue San Jose, CA 95138. Please submit a written claim with adequate documentation, including evidence of date of delivery of the Module, serial number, and explanation of Module failure. The return of any Modules will not be accepted unless prior written authorization has been given by Nanosolar.

*The Minimum Specified Peak Power Rating = peak power minus the peak power tolerance (as specified in the Nanosolar Utility Panel data sheet) at Standard Test Conditions (1000 W/m², 25° C cell temperature, and AM 1.5G light spectrum).