

天合光能不使用冲突矿产承诺书

Statement of Commitment on Non-Use of Conflict Minerals

_____了解其生产活动所提供的产品可能对社会、环境造成一定影响、为肩负起企业社会责任，本公司特此承诺：

Our company understands that the products provided by its production activities may have a certain impact on society and the environment, and in order to take corporate social responsibility, we hereby undertake to

1. 本公司承诺所有交付给天合光能的产品或零部件中所使用或包含之金属没有使用来自刚果民主共和国(以下简称“刚果(金)”)及其周边国家(定义见注 1)中由武装力量控制地区的“冲突矿产”(定义见注 2)。

Our company undertakes that all the metals used or contained in the products or parts delivered to Trina Solar are not "conflict minerals" (as defined in Note 1) from the Democratic Republic of the Congo (hereinafter referred to as the "DRC") and its neighbouring countries (as defined in Note 1), which are under the control of the Armed Forces. "(as defined in note 2).

2. 本公司将应天合光能的要求追溯所有产品中所含的金(Au)、钽(Ta)、锡(Sn)和钨(W)来源，如实填写并提交有关“冲突矿产”的调查及资料，并承诺所提供之内容的真实性及正确性。

Our company will trace the sources of gold (Au), tantalum (Ta), tin (Sn) and tungsten (W) contained in all of the products at the request of Trina Solar, and truthfully fill in and submit surveys and information on the "Conflict Minerals" and undertake to ensure the authenticity and correctness of the contents provided.

3. 本公司同时承诺将建立与天合光能的要求、相关法令(包括但不限于美国 Dodd-Frank 法案 第 1502 条)、及非国家机构(如 EICC)所公布之指引相一致的完整冲突矿产政策、管理体系及尽职调查框架, 并以相同标准要求本公司之上游供货商。

Our company also undertakes to establish a complete conflict minerals policy, management system and due diligence framework that is consistent with the requirements of the Trina Solar, relevant laws and regulations (including, but not limited to, Section 1502 of the Dodd-Frank Act in the U.S.), as well as guidelines published by non-state organizations (e.g., the EICC), and to adopt the same standards for the Company's upstream suppliers.

4. 本公司应采取积极行动避免因违背此承诺而给天合光能带来的经济、声誉等方面的损失。如违反本承诺书而致使天合光能遭受损失的(包括并不限于罚款、处罚及调查费等), 本公司愿依法承担赔偿责任。

Our company shall take positive actions to avoid any economic and reputational losses caused to Trina Solar as a result of the breach of this undertaking. If Trina Solar suffers losses (including and not limited to fines, penalties and investigation fees) as a result of the breach of this undertaking, we are willing to bear the liability for compensation in accordance with the law.

5. 非经天合光能书面同意, 本公司不得撤消及自行变更本保证书。

Our company shall not revoke and change this Statement of Commitment on its own without the written consent of Trina Solar.

6. 保证书之成立、生效、解释及履行悉依中华人民共和国法律为准。

The establishment, entry into force, interpretation and performance of the Statement of Commitment shall be governed by the laws of the People's Republic of China.

7. 本保证书签订之日起生效。

The Statement of Commitment shall enter into force on the date on which it is signed.

注 1：“刚果民主共和国周边国家”指刚果民主共和国及其周边国家和地区：刚果民主共和国（刚果（金）或 DRC）及国际公认的与其接壤的国家（苏丹、乌干达、卢旺达、布隆迪、坦桑尼亚、赞比亚、安哥拉、刚果、中非联合国）。

Note 1: "Countries bordering the Democratic Republic of the Congo" refers to the Democratic Republic of the Congo and its neighbouring countries and territories: the Democratic Republic of the Congo (DRC) and the internationally recognised countries bordering it (Sudan, Uganda, Rwanda, Burundi, Tanzania, Zambia, Angola, Congo, United Nations in Central Africa).

注 2：“冲突矿产”：指来自刚果民主共和国及其周边国家用来直接或间接资助武装冲突的矿产，目前包含锡石、黑钨、钶钽铁矿和黄金及其衍生物。

Note 2: "Conflict minerals": refers to minerals from the Democratic Republic of the Congo and neighboring countries that are used to directly or indirectly finance armed conflict, and currently includes cassiterite, wolfram, coltan and gold and its derivatives.

法人代表签名 Signature of the legal representative: _____

公司公章 company seal: _____