

PRODUCT & PERFORMANCE LIMITED

WARRANTY

1) Warranted Products

This Limited Warranty for PV Modules (“Limited Warranty”) shall only apply to the modules supplied by “Sun2Earth Solar”.

2) Limited Product Warranty-repair, replacement or refund

Sun2Earth Solar warrants the customer that each module will be free in all material respects from defects in materials and workmanship under normal application, installation, usage and service conditions for a period of,

- 5 years for modules with outputs.

Starting from the Warranty Start Date (as defined in Section 12. “Validity”). If any module fails to conform to the warranty in this Section 2, Sun2Earth Solar will, at its sole discretion, either

- repair or replace the module or
- Refund a reasonable pro-rata portion of the purchase price paid by the customer for the module as compensation. Any deterioration in appearance of the product (including any scratches, stains, mechanical wear, rust, spots and aesthetic defects), or any other changes to the product which occur after delivery to the customer, do not constitute defects under this Limited Warranty. This type of change does not lead to deterioration in the operational capabilities of the module. Claims in the event of glass breakage shall only be enforceable to the extent that there was no external cause for the breakage. The foregoing remedies shall be Sun2Earth Solar’s sole and exclusive obligation, and the customer’s sole and exclusive remedy, for any modules failure to conform to the Limited Warranty in this Section 2, and any repair or replacement shall not extend the warranty period set forth herein. The warranty in this Section 2 does not warrant a specific power output, which shall be exclusively covered in Section 3 of the Limited Power Warranty.

3) Limited Power Warranty – 25 years

Sun2Earth Solar warrants that within a period of TWENTY FIVE (25) years from the Warranty Start Date, the module will exhibit a nominal power output of: 90% for a period of 10 years and 80% for a period of 25 years under the Standard Test Conditions (STC) of 25°C, 1.5 AM, 1000 W/m² as stated in the product data sheet.

4) Limited Remedy

If any module fails to conform to the Limited Power Warranty thresholds in Section 3 and, provided that such loss in power is determined by Sun2Earth Solar (at its sole and absolute discretion) to be due solely to defects in materials or workmanship, then Sun2Earth Solar will, at its sole discretion, replace such loss in power by either

- repairing or replacing the module,
- supplying an additional module to the customer to make up for such loss in power,
- Providing financial compensation for the reduced output power performance of the module. The foregoing remedies shall be Sun2Earth Solar’s sole and exclusive obligation, and the customer’s sole and exclusive remedy, for any module’s failure to conform to the warranty in Section 3, and any repair or replacement shall not extend the warranty period set forth herein.

5) Exclusions and Limitations

In addition to any other exclusion, limitations or conditions set forth in this Limited Warranty, the following exclusions and limitations apply hereto:

a) All warranty claims must be received within the applicable warranty period for this warranty to be effective

b) This Limited Warranty does not apply to any module which, in Sun2Earth Solar's sole judgment, has been subjected to:

- Failure to pay the purchase price towards Sun2Earth Solar or its subsidiaries which have put the modules on the market even though (i), the payment was due and (ii) the direct customer who has obtained the modules from Sun2Earth Solar or its subsidiaries („Direct Customer”) is not entitled to withhold the purchase price or parts of the purchase price. Sun2Earth Solar must inform the Buyer about the non- payment and provide the name and full address of the Direct Customer which has filed to pay the modules. In case that Sun2Earth Solar can reject the claim under this Warranty based on this provision, the Buyer can deposit the amount not paid in order to trigger the warranty claims;
- Misuse, abuse, neglect or accident
- Improper transportation, storage or handling and product installations on mobile units (except photovoltaic tracking systems), such as vehicles, ships or offshore-structures
- Alteration, improper installation or application
- Non-compliance with instructions in the installation manual
- Service by service technicians who are not qualified under the relevant law and/or applicable regulations at the place of installations or approved service technician of Sun2Earth Solar
- Installation in direct contact with salt water, that is to say in offshore (e.g. platforms) and marine (e.g. piers, boats) applications, or contamination resulting from exceptional exposure to salt water or other chemicals
- power failure surges, lightning, installation failure, flood, fire, natural disaster, accidental breakage, heavy snow loads, vandalism or other events outside Sun2Earth Solar 's control .
- Exposure to voltage in excess to the maximum system voltage or power surges
- Normal wear and tear
- Negligence or will full-misconduct or other improper acts or omissions of the customer, its employees or agents, or other third parties

c) This Limited Warranty does not cover any costs associated with the installation, removal or re-installation of any module, or (except as explicitly set forth in the final clause of Section 6 below) customs clearance or any other costs for the return of any module.

d) The customer (and/or its Forwarding Company) shall be responsible for inspecting and accepting the modules delivered by Sun2Earth Solar. Any claim related and/or linked to damages in the packaging, such as impacts on pallets, will only be accepted by Sun2Earth Solar if these occur during delivery itself. In all other cases, damages should be claimed from the Forwarding Company or Insurance Company.

e) Warranty claims will not be honoured if the type or serial number of any module has been altered, removed or made illegible.

The SL No. on the module or back label should remain free from tampering for the warranty to be honoured.

6) Limitation of Warranty scope

a) Disclaimer

This limited warranty is expressly in lieu of and excludes all other express or implied warranties, including but not limited to warranties of merchantability, title, non-infringement and fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of Sun2Earth Solar, unless such other obligations or liabilities are expressly agreed to in writing, and signed and approved by Sun2Earth Solar.

b) Limitation of Liability

To the maximum extent permitted by the applicable laws, Sun2Earth Solar shall 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 any module, including, without limitations, any defect in any module, or from use or installation of any module. To the maximum extent permitted by applicable law, under no circumstances shall Sun2Earth Solar be liable for incidental, consequential or special damages, howsoever caused, even if Sun2Earth Solar has been advised of or reasonably could have foreseen such damages. Loss of use, loss of profits, loss of production and loss of revenues are hereby specifically, and without limitation, excluded to the maximum extent permitted by applicable law. Notwithstanding anything contained elsewhere in this document, Sun2Earth Solar's aggregate liability, if any, for damages or otherwise, shall not exceed the amount paid by the customer for the module that gave rise to the warranty claim.

7) Warranty Claim Submission and Verification

If the customer believes it has a justified claim covered by this Limited Warranty, and wishes to seek a remedy hereunder, the customer shall promptly contact the local Customer Service Manager, where applicable, submitting written notification by registered mail or by sending an email, who will then provide instructions and a claim form for filing the claim. If not applicable, the customer shall submit written notification directly to Sun2Earth Solar by mailing a registered letter to the address of Sun2Earth Solar listed hereunder (Section 11) or by sending an email to the email account of Sun2Earth Solar listed hereunder (Section 11) in order to receive instructions and the claim form for filing the claim. The customer shall provide Sun2Earth Solar with all the serial numbers of the faulty modules to validate the claim. Upon receipt of all the documentation required and specified in Sun2Earth Solar's claim form, Sun2Earth Solar may, at its sole and absolute discretion, seek further verification of the customer's claim. The return of any module will not be accepted unless prior written authorization has been given by Sun2Earth Solar and the customer has complied with the packaging and shipping instructions provided by Sun2Earth Solar. Any claim for remedy under this Limited Warranty shall be submitted by the customer to Sun2Earth Solar within three (3) months after discovery of the faulty modules.

8) Severability

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

9) Miscellaneous

The customer may have specific legal rights outside this warranty, and may also have other rights that vary from jurisdiction to jurisdiction. This Limited warranty does not affect any additional rights the customer may have under mandatory rules of law in its jurisdiction. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, as a result of which the limitations or exclusions in this Limited Warranty may not apply to the customer. In the event that Sun2Earth Solar replaces any module under this Limited Warranty,

- The replaced module shall become the property of Sun2Earth Solar and
- Sun2Earth Solar shall have the right to deliver a replacement module of a different type (e.g. differing in size, colours, shape and/or power output) to that of the replaced module if Sun2Earth Solar has discontinued producing the replaced module at the time of the claim.

10) Warranty Transfer

This Limited Warranty is transferable to any subsequent owner of a module solely in circumstances in which that module remains installed in its original location. Any transferee is subject to all the exclusions, limitations and conditions set forth herein.

11) Force Majeure

Sun2Earth Solar shall not be responsible or liable in any way to the customer or any third party for any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of god, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, earthquakes, volcanic event, tsunami, or any other similar cause or circumstance beyond the reasonable control of Sun2Earth Solar. In such cases, this Limited Warranty shall be null and void.

12) Validity

This Limited Warranty shall apply to modules manufactured by Sun2Earth Solar with production dates from May 1, 2015 onward. The start date of this Limited Warranty ("Warranty Start Date") shall be defined as the earlier of either the sales invoice date from when the module was purchased by the customer. This Limited Warranty shall be valid until a revised version is issued by Sun2Earth Solar. Sun2Earth Solar reserves the right to revise the warranty conditions without any prior notification.

13) Contact Information:

Sun2Earth Solar

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