



## Limited Warranty For Solar4America Photovoltaic Modules

Solar4America Technology Inc. ("S4A"), hereby provides the following Limited Warranty ("Limited Warranty") to the Purchaser ("Purchaser") of Photovoltaic Modules (the "MODULES"). This Limited Warranty applies exclusively to new MODULES sold to Purchaser by S4A.

S4A reserves the right to amend the terms of the Limited Warranty as needed from time to time.

Photovoltaic Modules (the "MODULES") as covered by the Limited Warranty as photovoltaic solar modules manufactured and/or sold by S4A or its authorized subsidiaries or manufacturers, legitimately bearing the "Solar4America" trademark.

Warranties:

1. S4A warrants that the MODULES are free from any defects in materials and workmanship at the time when the MODULES are sold to Purchaser.
2. S4A warrants that the MODULES, connectors, and cables will operate under normal application, usage, installation, and service conditions as described in standards IEC61215, IEC61730, and UL1703 for the periods of time as set forth herein.
3. Should S4A determine that the MODULES, connectors, and cables are not in conformity with the Limited Product Warranty, S4A shall, at its sole discretion, and within a reasonable period, either:
  - (a) promptly repair or replace such MODULES, connectors, or cables, or
  - (b) refund the applicable Purchase Order price of the relevant MODULE, connector or cable, with the refund amount being calculated in accordance with the terms of the Limited Warranty.
4. The Limited Warranty shall not apply should any damage to the MODULES, connectors or cables be caused by any non-S4A person or entity who was not under S4A's direct or indirect control during the sale, installation or maintenance of the MODULES, connectors, or cables.
5. The Limited Warranty shall not apply in the case of any misuse, abuse, neglect or unauthorized maintenance practices to the MODULES, connectors or cables implemented by any person or entity who was not under S4A's direct or indirect control during the sale, installation or maintenance of the MODULES, connectors, or cables.

Effective Warranty Date:

1. The effective date of the Limited Warranty commences at the earliest of:
  - (a) the date on which the MODULES are delivered to Purchaser, or
  - (b) 180 days after the date of manufacture of the MODULES.

2. All warranties made under the Limited Warranty, including the warranties of merchantability and fitness for use are limited to the period(s) of time from the Warranty Effective Date, as set forth below. Not contrary to the foregoing, neither the sales personnel of S4A nor any other person is authorized to make any warranties other than those described herein, or to extend the duration of any warranties beyond the time period described below on behalf of S4A.
3. The warranties described herein are the sole and exclusive warranties granted by S4A to Purchaser and shall be the sole and exclusive remedy available to Purchaser for S4A's breach of its warranty obligations under the Limited Warranty and any Purchase Orders. Timely correction of defects or deficiencies in the MODULES, in the manner and for the period of time described herein, shall constitute complete fulfillment of all liabilities and responsibilities of S4A to Purchaser and shall constitute full satisfaction of all Purchaser's warranty claims, whether based on contract, tort, negligence, strict liability or any other theory of liability. S4A shall not be liable or in any way be responsible for any incidental or consequential damages of the Purchaser arising out of S4A's breach of warranty. S4A's aggregate liability, if any, in damages or otherwise, shall not exceed the mutually agreed controlling limitation of liability set forth in the Master Agreement between S4A and the Purchaser.

### **25 Year Limited Product Warranty:**

1. Subject to the terms and conditions of the Limited Warranty, S4A warrants to the Purchaser for a period of twenty five (25) years following the Effective Warranty Date (hereinafter referred to as "Limited Product Warranty Period") that the MODULES (together with the factory-assembled DC connectors and cables), are free from any defects in design, materials, workmanship or manufacturing that have a negative effect on the functioning of the MODULES.
2. Subject to the terms and conditions of the Limited Warranty, S4A warrants to the Purchaser for a period of twenty five (25) years following the Effective Warranty Date (hereinafter referred to as "Limited Product Warranty Period") that the MODULES (together with the factory-assembled DC connectors and cables), comply with the design and technical specifications in the product technical specifications provided by S4A.
3. The Limited Product Warranty provided in Sections 1 and 2 above is only valid provided that the MODULES, connectors and cables have been installed, operated, and serviced under normal operating conditions and in accordance with the S4A module installation manual(s) and product technical specifications; and,
4. Should the MODULES, connectors and cables not function properly during the Limited Product Warranty Period, S4A shall, at its sole discretion, within a reasonable time period, either:
  - (a) repair the MODULES at no charge to Purchaser;
  - (b) provide Purchaser with replacement MODULES; or
  - (c) provide Purchaser with a refund of the purchase price of the MODULES.

The refunded purchase price will be the actual cash value of the defective product(s), or the current market price of the relevant new Product(s) subject to an annual 3.5% depreciation rate.

If Purchaser is unable to provide the original supply invoice, the refunded price will instead be made based on the then market price of an identical or similar module type.

5. Color changes occur normally in solar modules over time. Accordingly, any color change of the MODULES or any other changes in 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.

### **25 Year Limited Peak Power Performance Warranty:**

1. Subject to the terms and conditions of the Limited Warranty, and subject to the “Standard Test Conditions” (STC) as described below, S4A provides to the Purchaser a Limited Peak Power Warranty with a term of 25 years for single glass Modules from the Warranty Start Date (“Limited Peak Power Warranty Period”):

2. S4A warrants that (under “Standard Test Conditions” (STC) defined below), the Peak Power of the MODULES will conform to the following:

- **Monocrystalline Products (S4Axxx-60MH5, S4Axxx-72MH5)**: within the first year, the output power shall not be less than 97% of the minimum output power in product datasheet, thereafter the loss of output power shall not exceed 0.48% per year, ending with 85.48% in the 25th year.
- **Monocrystalline Products (S4Axxx-108MH10, S4Axxx-144MH10)**: within the first year, the output power shall not be less than 98% of the minimum output power in product datasheet, thereafter the loss of output power shall not exceed 0.55% per year, ending with 84.8% in the 25th year.

3. Standard Test Conditions (STC) are as follows:

The DC power of a Product shall be tested at Standard Test Conditions (STC) by the third party accredited by S4A which are:

- (a) light spectrum of AM 1.5,
- (b) an irradiation of 1,000 Watts per square meter, and
- (c) temperature of  $25\pm 2$  degrees Centigrade.

The measurements are carried out at the junction box terminals per the calibration and testing standards of S4A valid at the date of manufacture of the PV Modules in accordance with IEC61215 and IEC60904. The extended measurement uncertainty  $2\sigma$  (Pmpp) is  $\leq \pm 3\%$ . Pmpp = Power at max power point (as measured on the IV curve).

4. If during the 25 Year Limited Peak Power Performance Warranty period, the MODULE Peak Power Performance is determined to be lower than the Peak Power warranted in Section 2 above, S4A will then provide additional MODULES to Purchaser in order to compensate for the loss of power, or perform maintenance and replacement of faulty MODULES, connectors and cables to eliminate the Peak Power level reduction.

**Additional Item(s) Excluded from Warranty Coverage:**

1. The Limited Warranty coverage does not apply when:

(a) The MODULES, connectors or cables have been subject to misuse, abuse, neglect, or accident which was not caused by S4A in the course of storage, transportation, handling, installation, application, use or servicing the MODULES for the Purchaser.

(b) The MODULES were installed by Purchaser on unsuitable mobile platforms excluding fixed floating solar applications (other than single- or dual-axis trackers) or in a marine environment, or the MODULES were mounted onto a base or structural component supplied by the Purchaser that was defective.

(c) The MODULES were subjected to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution).

(d) Excessive corrosion of the MODULES occurred due to direct contact with corrosive agents and mold, etc.

(e) The MODULES were subjected to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening or repair, repair by use of unauthorized spare parts, accident, forces of nature (including lightning strikes), influence from chemical product or other acts beyond S4A reasonable control (including but not limited to damage by fire, flood, etc.).

(f) Death or injury to persons resulted from any cause other than negligence of S4A, its employees or representatives.

(g) Incidental, consequential, or special damages occurred such as loss of use, loss of profits, revenues, business, goodwill, damage to reputation or expensed payable to a third party.

(h) Failure of MODULES, such as PID (potential induced degradation) caused by incorrect system design, installation, or system components mismatch.

(i) The MODULES have been altered, repaired, or modified, or used in processes or in combination with other products not supplied by S4A or in a manner not consistent with the written instructions of S4A or without the prior written consent of S4A or its affiliates.

(j) the MODULES were removed and re-installed by Purchaser at any location other than the physical location in which it was originally installed.

(k) the MODULE is a replacement MODULE supplied by S4A.

(l) The product type, nameplate or serial number of the MODULES has been removed, altered, erased, or rendered illegible.

2. Notwithstanding any other provision set forth in the Limited Warranty and including if S4A is liable to compensate Customer hereunder, the total compensation paid or payable by S4A to Purchaser, and the total liability of S4A hereunder, shall not exceed the amount received by S4A from Purchaser as indicated in the original Purchase Order for the Claimed Modules. The limitations of liability under this Limited Warranty will not apply to the extent restricted or prohibited by applicable mandatory law.

**Other:**

1. The repair or replacement of the MODULES or the supply of additional MODULES does not cause the beginning of a new Limited Warranty term.

2. Any MODULES that have been removed from the Purchaser's possession to be replaced by S4A shall become the property of S4A.

3. S4A has the right to deliver another type of MODULE (i.e.: different in size, color, shape and/or power) in case S4A discontinues producing the replaced MODULES at the time of the claims.

**Force Majeure:**

S4A shall not be responsible or liable in any way 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", due to acts God, war, riots, strikes, unavailability of suitable and sufficient labor, material shortages or delays in same, 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 Products or the claim.

## **How Purchaser Obtains Warranty Reimbursement:**

1. If the Purchaser can make valid warranty claims under the Limited Warranty, S4A shall acknowledge and respond in writing to the Purchaser regarding its receipt of such warranty claim via S4A electronic mail or by mail. The Purchaser shall enclose the warranty certificate issued by S4A, if any, along with the information pertaining to the corresponding Module components, serial number and applicable purchase date. At the same time, invoices for Payment of such Module should be provided which clearly display the purchase date, purchase price, component type, seal or signature of S4A or its distributor as evidence. Any return of the PV Module will not be accepted before S4A issues a written return-merchandise authorization and confirmation.

2. Purchaser shall only return MODULES in accordance with the written instructions issued by S4A. Otherwise, S4A shall have the right to reject the warranty claim and refuse to accept the Modules returned by Purchaser without authorization, and the related risk of loss and expenses shall be borne by Purchaser.

3. Unless specifically agreed otherwise by S4A and the Purchaser, Costs and expenses associated with removal of the Modules and the reinstallation of the repaired or replacement Modules as well as customs clearance costs incurred by the return of the Modules (if any) shall be borne by Purchaser. Any dispute on technical facts relating to claims brought under this Limited Warranty shall be finally determined by an independent third-party testing organization. S4A and Purchaser shall jointly select a reputable testing organization such as TUV Rheinland in Cologne, Germany or Arizona State University, USA.

This Limited Warranty is the final and entire agreement between S4A and Purchaser. If a part, provision or clause of the "Limited Warranty", 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", and to this end such other parts, provisions, clauses or applications of this "Limited Warranty" shall be treated as severable.

### **Applicable Law:**

This Limited Warranty shall be construed in accordance with the laws of the State of California.

### **Notice:**

Any notice or communication can be directed to S4A at this address:

Solar4America Technology Inc.  
4803 Urbani Ave  
McClellan Park, CA 95652

Website: [Solar4America.com](http://Solar4America.com)

Telephone: (916) 671-5606