

12-Year Product / 30-Year Performance Warranty

Thank you for your purchase of SolarTech Universal photovoltaic (PV) modules. SolarTech Universal manufactures PV modules using only the highest quality materials, carefully engineered and assembled under SolarTech Universal's stringent quality standards. In the unlikely event there is a manufacturing defect or performance loss beyond the previously disclosed linear regression, there is recourse. SolarTech Universal, LLC ("the Company/Company") grants to end user ("end user/user") of this SolarTech Universal photovoltaic (PV) module, henceforth referred to as the ("product") the following Limited Product and Performance Warranty ("warranty"):

- 1. Limited Product Workmanship Warranty: The Company, subject to the terms and conditions of this warranty, offers a prorated warranty for a period of twelve (12) years from the date of purchase from the Company. The Company warrants that the product shall be free from defects relating to the material and workmanship of the product provided installation shall be conducted by a professional licensed photovoltaic installer, and in accordance with regulations, as described in the installation instructions provided with the purchase of this product.
 - a. The appearance of the supplied aluminum frame will be free from scratches, rust, discoloration and other blemishes. Such scratches, rust, discoloration and other blemishes that do not affect the performance of the product, and/or occurred after receipt of the product by the user, do not represent defects if the changes in appearance do not cause an adverse change in the functional capabilities of the product.
 - b. All junction boxes and cables will perform provided the product was installed by a professional, licensed photovoltaic installer; were not exposed to moisture, nor situated in such a way as to cause abrasions from contact with roof tiles; or in other ways were not sufficiently secured.
 - c. The Company will repair or replace the product at a prorated value or offer other remedies should the product show a defect that is not precluded by the above definitions or limitations and exclusions outlined elsewhere, and this defect has an adverse effect on product performance. The Company shall exercise sole discretion as to the appropriate course of remedy (repair, replace, or other remedies).
 - d. The prorated product workmanship warranty shall begin on the date of sale. Copy of original purchase may be requested in order to verify date.
- 2. Limited Performance Warranty: The Company, subject to the terms and conditions of this warranty, warrants for a period of thirty (30) years from the date of manufacture, the performance of the product. The Company asserts that the product's power output, starting on the warranty start date, will maintain at least ninety-seven (97) percent of the initial effective output (defined as maximum power at nominal operating cell temperature (Pmax) multiplied by the lower limit of the power output tolerance as specified in the product data sheet and measured at standard test conditions) through year one. The effective output will decline linearly thereafter, so that the product will maintain at least eighty (80) percent of the effective output at the end of the thirtieth (30th) year.
 - a. In the event of a negative deviation from the above output parameters, the Company will repair or replace the product at a prorated value or offer other remedies for the lower performance of the product. The Company has the option and shall exercise sole discretion as to the appropriate form of remedy (repair, replace, or other remedies). The Company reserves the right to supply repaired modules as replacements.
 - b. The Performance Warranty is restricted to a period of thirty (30) years from the date of manufacture and is not to extend past thirty (30) years due to the repair or replacement of product.
 - c. Verification of the effective and actual output of product, should a performance claim arise, shall be conducted in accordance with IEC 60904 guidelines, under standard test conditions at the Company's facility, or a previously agreed upon, third (3rd) party, independent, accredited, testing institute authorized by the Company.
- 3. Assertion of Claim: End users wishing to assert a claim under this warranty are required to inform the authorized dealer from whom the product was purchased, in writing, of the alleged defect. If the authorized dealer is no longer in existence, the customer shall provide the Company the original sales receipt as evidence of the purchase, as well as a written description of the defect. Acknowledgement of Product or Performance defect, by an authorized representative of the Company, is required to exercise this warranty. The return of product is only permitted with the written consent of the Company.

Documentation must be received within thirty (30) days of the occurrence of the defect, and can be mailed to:

SolarTech Universal, LLC c/o Customer Service 1800 President Barack Obama Highway Riviera Beach, Florida, 33404, USA

- 4. Limitations and Exclusion The following circumstances limit and/or exclude the exercise of this warranty:
 - a. Defects in product or performance caused by improper installation and/or intended operation of this product and defects caused by improper removal and/or re-installation of product.
 - b. Defects caused by balance of system components (mounting structures, connection devices, inverters, etc.) or any other component used for nominal operation of the product.
 - c. Defects caused by any goods subjected to misuse due to common negligence or accident, improper installation, goods which are not being operated in accordance with the printed instructions, intended use, or which are being operated beyond their rated capacity.

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- d. Decrease in performance caused by plant matter, soil, and animal waste; or damage caused by excessive loads outside the specified load ratings; or damage caused by salt, smoke, fire or other elements; or damage caused by external human or animal interaction with product.
- e. Defects caused by any modification or repair of the product by anyone other than the Company.
- f. Defects caused by storage of the product outside recommended conditions including: extreme thermal or environmental parameters and/or rapid changes in those conditions and humidity.
- g. Defects caused by transportation or improper handling of product.
- h. Defects in product and/or performance caused by damage due to weather related events (including, but not limited to: lightning strikes, fire, hurricanes, earthquakes, tornados, tsunamis, cyclones, flooding, volcanic eruptions, etc...), snow or wind loads which exceed the rated capacity, acts of God, force majeure, power surges, acts of war and other unforeseen circumstances beyond the control of the Company.
- i. Damage caused by accident, vandalism, willful, and common negligence, misuse or other malicious damage to product.
- j. Improper care or cleaning of product that deviates from the directions outlined in the installation documentation.
- k. Resale or transfer of the product by the end user to an entity not authorized by the Company to sell the product.
- 1. Decrease in performance due to micro-fractures caused during the transportation, installation, and/or operation of the product.
- m. Products where the label or serial number is missing, defaced, removed or otherwise tampered with, may be excluded at the discretion of the Company.
- n. End user has accepted the goods to be used in the accepted course of dealing and performance, and in furtherance to the usage of trade, and its installation thereto
- 5. Cost Exclusions: The warranty covers only the prorated value of the product. This warranty does not cover costs associated with the return of product; nor does this warranty cover costs associated with the delivery of repaired or replaced product; nor does this warranty cover the costs associated with the removal or reinstallation of product; nor other expenses incurred by the end user. The warranty does not cover costs and expenses claimed, inclusive of legal fees, exceeding the cost of the product or incidental or consequential claims of damages alleging loss of business; such claims are void and unenforceable.
- 6. Exclusive Remedy: The remedies expressed in this document are the sole remedies available to the end user of the product. The Company shall not be liable for damages except as expressed in this document. Further, the Company shall not be held liable for indirect damages, however not limited thereto, associated with the product.
- 7. **Exclusion of Liability:** This warranty expressly excludes all other expressed or implied warranties. This warranty is the final expression of the agreement between the parties and supersedes all prior agreements, warranties, or statements regarding the product written or otherwise.
- 8. Choice of Law: This warranty shall be governed by and in accordance with the laws of the State of Florida. Any suit, action, or other legal proceeding relating to this warranty or the product shall be brought in the state or federal courts located within Palm Beach County, Florida.
- 9. **Arbitration:** This limited warranty provides that any and all claims and disputes between the end user and the Company which the end user and the Company are unable to resolve by mutual agreement, shall be resolved solely and exclusively through final and binding arbitration in accordance with the terms and process described within this document. By this agreement, both the end user and the Company are waiving the right to litigate disputes in court. Preceding premised at Company's sole discretion.
- **Severability:** If any provision, or portion thereof, of this warranty is, or becomes invalid under any applicable statue or rule of law, it is to be deemed stricken from the warranty and the rest of the warranty shall remain in full force and effect.

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