

## HELIOS USA LIMITED WARRANTY FOR PV MODULES

**1. Scope of Limited Warranty Coverage:** This warranty applies to all solar photovoltaic models (hereinafter, "Product") sold by HELIOS USA, LLC (hereinafter, "HELIOS USA") and is extended to the original end-user purchaser, and when Product remains at its original installed location, is transferable to any subsequent owner of the location, or subsequent title holder of the Product upon satisfactory proof of succession or assignment (all such persons hereinafter referred to as, "Customer").

**2. Limited Workmanship Warranty.** HELIOS USA warrants the Product to be free from defects in materials and workmanship under normal application, installation, use, and service conditions for a period ending ten (10) years from date of Product purchase by Customer (hereinafter, "Workmanship Warranty"). If the Product fails to conform to this warranty, as determined by HELIOS USA in its sole and absolute discretion, HELIOS USA will employ one of the Limited Warranty Remedies set forth in Section 4 below.

**3. Limited Power Output Warranty.** HELIOS USA warrants the module power output degradation will not fall under 97% of effective output within one year (12 months) of purchase date. The effective output can be found on the nameplate on the reverse of the product. Thereafter, from the beginning of the second year (13<sup>th</sup> month) to the end of the twenty-fifth year (300<sup>th</sup> month) the effective output will decline annually by no more than 0.7% annually. Thus, at the end of the 25<sup>th</sup> year of operation at least 80.2% of effective output will be produced. The effective power output of the module shall be determined for verification using Standard Testing Conditions only. The actual measurement will either be carried out by HELIOS USA or a HELIOS USA recognized third party testing institute.

Upon receipt of a Power Output Warranty claim, HELIOS USA or its designated representative shall conduct measurements to determine the actual power output of the Product. HELIOS USA's measurement shall be the sole determination for purposes of warranty settlement. If HELIOS USA measures power loss under the warranted level and such power loss is the result of a product defect, as determined by HELIOS USA in its sole and absolute discretion, HELIOS USA will supplement the power output deficiency using one of the following Limited Warranty Remedies set forth in Section 4 below. HELIOS USA does not warrant any power output degradation after 25 years from the date of Product purchase.

**4. Limited Warranty Remedies.** Upon the determination by HELIOS USA that a valid Workmanship Warranty or Power Output Warranty claim exists, HELIOS USA will employ one of the following remedies as it determines in its sole and absolute discretion:

- a. HELIOS USA may repair or replace the Product with a new or refurbished Product; or
- b. HELIOS USA may provide an additional new or refurbished Product to restore deficient output; or
- c. HELIOS USA may refund the Customer the original Product purchase price. Any refund will be pro-rated by the number of months from the date of original purchase by the Customer based on a 25-year full depreciation schedule.

**5. Limited Remedy Conditions.** The following conditions will apply to the Limited Warranty Remedies:

- a. The Limited Warranty Remedies will extend only to claims received before the end of the applicable warranty period.
- b. The original warranty period remains in effect and will not be extended, nor will a new warranty period begin, upon repair, replacement, addition, or prorated refund of the defective Product.
- c. The original invoice date from HELIOS USA for the Product shall determine the start of the warranty period in the event HELIOS USA repairs, replaces, adds to, or prorates a refund for the defective Product.
- d. Remedy options may not be combined and only one remedy option will be employed at HELIOS USA's sole discretion.
- e. The warranty remedy is applicable to the Product only and does not apply to any other system components or parts.
- f. If a Product is the subject of third party financing, any applicable refund will be paid jointly to the title-holder and lien-holder of the Product.
- g. Product removal, packaging, transportation, reinstallation, and related costs and fees are excluded from these limited warranties.
- h. Product that is replaced by HELIOS USA shall become the property of HELIOS USA. HELIOS USA reserves the right, at its sole option, to deliver another type of new or refurbished Product that may differ in size, color, shape, model number, and/or equal or greater power level.

**6. Limited Warranty Exclusions.** The warranties above in Sections 2 and 3 are void and do not apply under the following circumstances:

- a. Expiration of applicable warranty period, no evidence of purchase, or no proof of installation by a qualified licensed solar or electrical contractor.
- b. Altered, removed, or illegible Product serial number(s).
- c. External stains or scratches that affect power output.
- d. Marine, recreation vehicle, or mobile installations of any kind, however, multi-axis tracking systems are not considered mobile installations.
- e. Improper application, such as, but not limited to, use with mirrors, concentrated sunlight, and contact with solar thermal systems.
- f. Damage due to lack of compliance with HELIOS USA installation, use and maintenance instructions, national or local codes, such as the National Electric Code, or any other Authority having jurisdiction.
- g. Damage or corrosion resulting from environmental pollution such as soot, chemical vapors, acid rain, direct contact with salt water such as ocean spray, immersion in water, whether caused by flooding or otherwise, and any type of mold.
- h. Damage from sound, vibration, rust, scratches, or discoloration that is not the result of normal wear and tear, aging or continuous use.
- i. Damage caused by inadequate or improper usage, alteration, installation, wiring, handling, removal, maintenance, storage, packaging, transportation, or repair by anyone other than HELIOS USA or its authorized technician.
- j. Claims made more than one year from the date of the alleged power output degradation, or product workmanship defect; or when the same reasonably should have been discovered.

- k. Damage caused by abuse, neglect, vandalism, accident, animals or insects, or external stress, such as, but not limited to, stepping on Product, impacts from falling objects such as tools, golf balls, rocks, hailstones, or other debris.
- l. Damage from non-compatibility with, or defects in, system-related parts and components.
- m. Damage from extreme natural conditions such as earthquakes, typhoons, tornados, volcanic activity, tsunami, lightning, heavy snow or ice, fire, or other unforeseen circumstances.
- n. Damage to the backsheet such as, but not limited to, cuts, scrapes, scratches, punctures, penetrations, or wear and tear, from objects such as, screws, bolts, nails, tools, system or structural components, sharp edges, constant rubbing, tree branches, or other similar objects.
- o. Damage from terrorist acts, riots, war, power surges, power failures, or other man-made disasters.
- p. Damage from the shipper or carrier of the Product for delivery to Customer.

**7. Limitation of Warranty and Disclaimer of Liability.** THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT. HELIOS USA HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON HELIOS USA'S PART, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY HELIOS USA. HELIOS USA SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY 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 PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PRODUCT, OR FROM USE OR INSTALLATION. IN NO EVENT SHALL HELIOS USA BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF REVENUES FOR ANY REASON WHATSOEVER. HELIOS USA'S TOTAL LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE PRICE PAID BY THE CUSTOMER FOR THE PRODUCT OR SERVICE(S) FURNISHED, WHICH IS THE SUBJECT OF CLAIM OR DISPUTE. THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY IN SOME STATES THAT DO NOT ALLOW THE EXCLUSION OF CERTAIN TYPES OF DAMAGES.

**8. Obtaining Warranty Performance.** Customers who believe they have a justified claim covered by this Limited Warranty must immediately notify the installer who sold the Product, or an authorized HELIOS USA representative, or contact HELIOS USA directly by writing to:  
 HELIOS USA, LLC  
 Attn: Solar Products Warranty Claim  
 1207 W. Canal St.  
 Milwaukee, WI 53233

Customers may also contact HELIOS USA via its website at [www.helios-usa.com](http://www.helios-usa.com). Claims must accompany evidence of the Product purchase date by the invoiced Customer. The return of any Product will not be accepted by HELIOS USA unless accompanied by a valid return material authorization and prior written authorization issued by HELIOS USA. Customer will ensure the Products are made reasonably available to HELIOS USA for inspection for HELIOS USA to determine if a valid warranty claim exists.

**9. Severability.** If a part, provision or clause of this Limited Warranty, or its application to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect this Limited Warranty and all other parts, provisions, clauses or applications shall remain, and, to this end, such other parts, provisions, clauses or applications of this Limited Warranty shall be treated as severable.

**10. Disputes.** The Customer may bring no action, regardless of form, arising out of or in any way connected with this Limited Warranty, more than one (1) year after the date the Customer receives notice of HELIOS USA's final decision on the Customer's warranty claim. THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS; CUSTOMERS MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

**11. Force Majeure.** HELIOS USA shall not be held responsible or liable to the Customer or any third-party arising out of 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, unavailability of suitable and sufficient labor, material, die, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or conditions which is not reasonably known or understood at the time of the sale of the Product or the claim.

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