



# SOLARTECH POWER, Inc

1070 N. Kraemer Place, Anaheim, CA 92806, USA

## Product Warranty

### Limited Warranty for PV Modules

1. Limited Product Warranty-Two year Repair, Replacement or Refund Remedy Solartechpower, Inc.(Solartechpower) warrants its photovoltaic solar modules, including factory-assembled connectors and cables, if any, to be free from defect in workmanship and material under normal application, installation, use and service conditions. If modules fail to conform to this warranty, then for a period ending two (2) years from date of sale as shown in the invoice to the direct customer of Solartechpower, Solartechpower will, at its option, either repair or replace the product, or refund the purchase price as paid by the customer. The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the "Limited Product Warranty" and shall not extend beyond the two (2) years period set forth herein. It will be performed directly to the customer only. This "Limited Product Warranty" does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter ("Limited Peak Power Warranty").

### 2. Limited Peak Power Warranty - Limited Remedy

#### 12 years

If, within a period of twelve(12) years from the date shown in the invoice to the customer any modules exhibits a power output less than 90% of the minimum "Peak Power at STC" as specified at the date of invoice in Solartechpower's product information sheet, provided that such loss in power is determined by SOLARTECH POWER (at its sole and absolute discretion) to be due to defects in workmanship or material, Solartechpower will replace such loss in power by either providing additional modules to the customer to make up for such loss in power, or by replacing the defective modules at the option of Solartechpower.

#### 25 years

If, within a period of twenty-five (25) years from the date shown in the invoice to the customer any modules with a nominal power of at least 25 Wp exhibits a power output less than 80% of the minimum "Peak Power at STC" as specified at the date of invoice in Solartechpower's product information sheet, provided that such loss in power is determined by Solartechpower (at its sole and absolute discretion) to be due to defects in or workmanship or material, will replace such loss in power by either providing additional modules to the customer to make up for such loss in power or replacing the defective modules, at the option of Solartechpower. The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the "Limited Peak Power Warranty".

### 3. Limited of Warranty Scope

These "Limited Warranty for PV modules" as set third herein are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of Solartechpower, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Solartechpower. Solartechpower shall have no responsibility or liability whatsoever for damage or injury to person or property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the modules, including, without limitation, any defects in the modules, or from use or installation. Under no circumstances shall Solartechpower be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded. Solartechpower's aggregate liability, if any, in damage or otherwise, shall not exceed the invoice value as paid by the customer, for the single unit module.

### 4. Exclusions and Limitations

(1) The "Limited Product Warranty" and the "Limited Peak Power Warranty" do not apply to any modules which have been subjected to:

- a. Alteration, improper installation or application;
- b. Misuse, abuse, neglect or accident;

c. Repair or modifications by someone other than an approved service technician of Solartechpower;

d. Non-observance of Solartechpower's installation and maintenance instructions;

e. Power failure surges, lighting, flood, fire, accidental breakage or other events outside Solartechpower's control.

(2) Warranty claims will not be honored if the type or serial number of the modules have been altered, removed or made

2 illegible. (3) In any event, all warranty claims must be filed within the applicable warranty period.

(4) Both, the "Limited Product Warranty" and "Limited Peak Power Warranty" do not cover any transportation charge, customs clearance or any other

costs for return of the modules, or for reshipment of any repaired or replaced modules, or costs associated with installation, removal or reinstallation of the PV modules.

5. Disputes In case of any discrepancy in a warranty-claim, a first-class international test-institute such as TUV Rheinland in Germany or ASU Arizona

state university shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by Solartechpower. 6. Severability

If a part, provision or clause of this "Limited Warranty for PV modules", 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 for PV modules", and to this end such other parts, provisions, clauses or applications of this "Limited Warranty for PV modules" shall be treated as severable.

### 7. Various

The repair or replacement of the modules or the supply of additional modules, does not cause the beginning of new warranty terms, nor shall the original terms of this "Limited Warranty for PV modules" be extended. Any replaced modules shall become the property of Solartechpower made for their disposal. Solartechpower has the right to deliver another type (different in size, color, shape and/or power) in case Solartechpower discontinued producing the replaced modules at the time of the claim.