

Sunpreme Limited Product and Power Warranty for PV Modules

Sunpreme is committed to Best-in-Class Customer Satisfaction. Our limited warranty for SNPM GxB Series Modules is as follows:

Limited Product Warranty - Ten (10) Year Repair, Replacement or Refund Remedy

- a. Sunpreme warrants that for ten (10) years from the date of delivery, its Photovoltaic modules ("PV modules") shall be free from defects in materials and workmanship under normal application, installation, and use and service conditions.
- b. If the PV modules fail to conform to this warranty, then for a period ending ten (10) years from date of delivery to the original end-customer ("the Customer"), Sunpreme will, at its option, either repair or replace the product, or refund the purchase price as paid by the Customer ("Purchase Price"). The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the ten (10) year period set forth herein.
- This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under clause

2. Limited Power Warranty - 25 Years as listed below

Sunpreme additionally warrants power output under normal application, installation, use and service conditions, the power output of the PV Modules will be at least 95% of the Minimum Peak Power rating for the first 5 years as measured per Sunpreme Testing Specification, and declining by no more than 0.6% per year for the following 20 years. The power output at the end of the final year of the 25 year warranty period will be at least 83% of the Minimum Peak Power rating. Provided that such loss in power is determined by Sunpreme (at its sole and absolute discretion) to be due to defects in material or workmanship Sunpreme will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules, at the option of Sunpreme.

3. Exclusions and Limitations

- Warranty claims must in any event be filed within the appli cable Warranty period.
- b. Warranty claims may only be made by, or on the behalf of, the original end customer or a person to whom title has been transferred for the PV Modules. "Peak power" is the power in peak watts that a PV module generates at STC (Standard Test conditions: Irradiance of 1000 W/m², light spectrum AM 1.5g and a cell temperature of 25 degree C). "Minimum Peak Power" is defined as the peak power minus its measurement accuracy of +/-5%. Sunpreme shall replace the modules under warranty claims within agreed timeline with the Client.
- c. The Limited Warranties do not apply to any of the following:
 - I. PV Modules which in Sunpreme's absolute judgment have been subjected to: misuse, abuse, neglect or accident; alteration, improper installation, application or removal of maintenance instructions or non-compliance with national and local electric codes; power failure surges, lightning, flood, or fire; damage from persons, insects, animals, or industrial chemical exposure; glass breakage from impact or other events outside Sunpreme control.
 - II. Cosmetic defects stemming from normal wear and tear of PV module materials.
 - III. PV modules installed in locations, which in Sunpreme's absolute judgment may be subject to direct contact with salt water.
- d. The Limited Warranties do not cover any transportation costs

- for return of the PV modules, or for reshipment of any repaired or replaced PV modules, or cost associated with installation, removal or reinstallation of the PV modules.
- e. When used on a mobile platform of any type, the Limited Power Warranty, applying to any of the PV modules shall be limited to ten (10) years.
- f. Warranty claims will not apply if the type or serial number of the PV modules is altered, removed or made illegible.

4. Limitation of Warranty Scope

Subject to the limitations under applicable law, the limited warranties set forth 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 Sunpreme, unless such other warranties, obligations or liabilities are expressly agreed to in writing signed and approved by Sunpreme. Sunpreme 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 the product, including, without limitation, any defects in the module, or from use or installation. Under no circumstances shall Sunpreme 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. Sunpreme's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price paid to Sunpreme by the customer, for the unit of product or service furnished or to be furnished, as the case may be, which gave rise to the warranty claim. Some states do not allow limitations on implied warranties or the exclusion of damages so the above limitations or exclusions may not apply to you.

5. Obtaining Warranty Performance

If you feel you have a justified claim covered by this Limited Warranty, immediately notify the:

- a. Installer, who sold the PV-modules,
- b. Or any authorized Sunpreme distributor, of the claim in writing,
- c. Or send such notification to Sunpreme Inc., Executive Vice President for Global Quality, and Customer Satisfaction. In addition, please enclose evidence of the date of delivery of the PV module. If applicable, your installer or distributor will give advice on handling the claim. If further assistance is required, please write to Sunpreme for instructions. The return of any PVmodules will not be accepted unless prior written authorization has been given by Sunpreme.

Thank you. Sunpreme Inc.