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## WARRANTY FOR PV MODULES

### 1. Limited Product Warranty - Five Years Repair or Replacement

EdgetechSolar International Ltd. Hong Kong warrants its Photovoltaic modules, including field replaceable MC connector cable assemblies, to be free from defects in materials and workmanship under normal, application, installation, use and service conditions. If the PV-modules fail to conform to this warranty, then for a period ending sixty months from date of sale to the original end-customer (“the customer”), EdgetechSolar will, at its point, either repair or replace the product. The repair, replacement shall be the sole and exclusive remedy provided under the limited product warranty and shall not extend beyond the sixty months period set forth herein. 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

#### A: 12 years

For the PV-modules, EdgetechSolar additionally warrants:

If, within twelve (12) years from date of sale to the customer any PV-module(s) exhibits a power output less than 90% of the minimum Peak Power at EdgetechSolar as specified at the date of delivery in EdgetechSolar Product information sheet, provided that such loss in power by either providing to the Customer additional PV-modules to replace missing power output, or by repairing or replacing the defective PV-modules, at the option of EdgetechSolar.

#### B: 25 years

For the PV-modules, EdgetechSolar additionally warrants:

If, within a period of twenty-five (25) years from date of sale to the Customer any PV-modules exhibits a power output less than 80% of the minimum Peak Power at EdgetechSolar, provided that such loss in power is determined by EdgetechSolar (at its sole and absolute discretion) to be due to defects in material or workmanship, EdgetechSolar will replace such loss in power by either providing to the customer additional PV-modules to replace missing power output, or by repairing or replacing the defective PV-modules, at the option of EdgetechSolar.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the Limited Peak Power Warranty.

### 3. Exclusions and limitation

- A. Warranty claims must in any event be filed within in the applicable warranty period.
- B. The Limited Warranties do not apply to any PV-modules which in EdgetechSolar absolute judgment have been subjected to:
  - Misuse, abuse, neglect or accident.
  - Alteration, improper installation or application
  - Non-observance of EdgetechSolar’s installation users and maintenance instructions.
  - Repair or modifications by someone other than an approved service technician of EdgetechSolar.
  - Power failure surges, lighting, flood, fire, and other unforeseen circumstances or causes beyond EdgetechSolar’s reasonable control
- C. 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.
- D. Warranty claims will not be honored if the type or serial number of the PV-modules have been altered, removed or made illegible.

#### **4. Limitation of Warranty Scope.**

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 EdgetechSolar, Unless such other warranties, obligations or liabilities are expressly agreed to in writing signed and approved by EdgetechSolar 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 EdgetechSolar be liable for incidental, consequential or special damages, however caused loss of use, loss of profits, loss of production, loss of revenue are therefore specifically but without limitation excluded.

EdgetechSolar's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer, for the unit of product or service furnished or to be furnished, as the case may be, which is the subject of claim or dispute.

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 the Customer feels he /she has a justified claim covered by this Limited Warranty, he/ she must immediately notify the (a) dealer, who sold the PV-modules, or (b) any authorized EdgetechSolar distributor, of the claim in writing, or (c) send such notification to EdgetechSolar directly, together with the notification customer should enclose evidence of the date of sale on which the solar products have been purchased, If applicable, customer's dealer or distributor will give advice on handling the claim. If further assistance is required, Customer is invited to write EdgetechSolar for instructions. The return of any PV-modules will not be accepted unless prior written authorization has been given by EdgetechSolar.

#### **6. Severability**

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 effect and shall leave all other parts, provisions, clauses or applications of this Limited Warranty, and to this end such other parts, provision, clauses or application of this Limited warranty shall be treated as severable.

#### **7. Disputes**

No action, regardless of form, arising out of or in anyway connected with this Limited Warranty, maybe brought by the Customer more than one (1) year after the cause of action has occurred. This limited warranty gives you specific legal rights; You may also have other rights that vary from state to state.

#### **8. Various**

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

#### **9. Force Majeure.**

EdgetechSolar shall not be in any way be 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 act of God, war, riots, strikes, or any other similar cause or circumstance beyond the control of EdgetechSolar.

Note (1): EdgetechSolar are as follows: a) light spectrum of AM 1.5

b) An irradiation of 1000W per square meter and

c) A cell temperature of 25 degrees centigrade.

The measurements are carried out in accordance with IEC61215 as tested at the junction terminals per calibration and testing standards of EdgetechSolar valid at the date of manufacture of the solar modules.