

PV SOLAR MODULE STANDARD LIMITED WARRANTY

APTOS SOLAR TECHNOLOGY LLC



Under this Limited Warranty (this “**Limited Warranty**”), Aptos Solar Technology LLC (“**Aptos**”) grants (A) the Limited Product Warranty (as defined below); and (B) the Limited Peak Power Warranty (as defined below), to the original end user purchaser (the “**Customer**”), with respect to its photovoltaic module product (the “**Modules**”) during the Product Warranty Period and the Peak Power Warranty Period, respectively, subject to the terms, conditions, exclusions, and limitations set forth below. The Limited Product Warranty and the Limited Peak Power Warranty are collectively referred to as this Limited Warranty. The Product Warranty Period and the Peak Power Warranty Period are collectively referred to as the “**Warranty Period**”.

1. Limited Product Warranty – Repair or Replacement Remedy

Subject to the terms, conditions, exclusions, and limitations set forth herein, Aptos represents and warrants (i) that it is authorized to sell the Modules, (ii) all the Modules will be of genuine and authentic manufacture, of good material and workmanship, free from errors and defects in workmanship, materials, design and manufacture, and merchantable under normal application, installation use and service conditions as specified in the Installation and User Manual (the “**Installation and User Manual**”) provided by Aptos upon delivery of the Module to the Customer, (iii) the Modules are free from any and all liens, claims or encumbrances, including, without limitation, any condition, circumstance or status which constitutes, or would constitute upon the use of the Modules, an infringement, violation or misappropriation of intellectual property, and (iv) the Modules are new and unused. If Aptos reasonably determines the Modules fail to conform to this Limited Warranty during the first fifteen (15) years from the earlier of (a) the date on which the Module is installed; or (b) 60th day from delivery of the Module (the “**Product Warranty Period**”), Aptos shall, at Aptos’ option, either repair or replace the Modules or refund the purchase price paid for the Modules. Subject to the terms, conditions, exclusions, and limitations set forth herein, the repair or replacement remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the period set forth herein. The repair, replacement or the provision of extra Module does not mean that the Product Warranty Period is renewed, and the original Product Warranty Period shall not extend.

This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under clause 2 below (the “**Limited Peak Power Warranty**”).

2. Limited Peak Power Warranty – Limited Remedy

Aptos warrants that if a Module exhibits a power output less than the percentage applicable to such of the nominal power output for such Module as specified on its original product label (the “**Output Threshold**”), as set forth in the Output Degradation Schedule below, and if such decrease in power below the applicable Output Threshold is due to operation under normal application, use and service conditions

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as specified in the Installation and User Manual, Aptos shall remedy such failure to meet the applicable Output Threshold by, at its option, either (a) replacing or repairing the defective Modules at no charge to the Customer for replacement modules or parts within commercially reasonable time, or (b) providing the Customer with additional Module(s) to make up for such failure to meet the applicable Output Threshold so that the power output equals or exceeds the applicable Output Threshold. The 25-year period of this Limited Peak Power Warranty starts from the earlier of (a) the date on which the Module is installed; or (b) 60th day from delivery of the Module (the “**Peak Power Warranty Period**”). The repair, replacement or the provision of extra Module does not mean that the Peak Power Warranty Period is renewed, and the original Peak Power Warranty Period shall not extend.

Nominal power output (inclusive of additional power output from the bottom side of the Module when actually installed) will be measured under Standard Test Conditions (“**STC**”). “**STC**” are as follows: (a) light spectrum of AM 1.5, (b) an irradiation of 1,000W per m² and (c) a module temperature of 25 degrees centigrade at right angle irradiation. The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals, as applicable, per calibration and testing standards of Aptos valid at the date of manufacture of the Modules. The Output Thresholds will be defined by the Output Degradation Schedule below.

The Output Degradation Schedule: the annual attenuation is 2% within the 1st year from the warranty effective date and is 0.54% from the 2nd year to the 25th year within the Peak Power Warranty Period. The output power can reach 85.1% in the last year of the 25-year Peak Power Warranty Period.

3. Exclusions and Limitations

- 3.1 In any event, all warranty claims must be received by Aptos within the (respective) Warranty Period for this Limited Warranty to be effective.
- 3.2 The “Limited Product Warranty” and the “Limited Peak Power Warranty” do not apply to any defects in Modules to the extent Aptos can reasonably demonstrate that the defects arose from the following:
 - Misuse, abuse, neglect or accident in storage or transportation, or handling, installation, application, alteration, use or service of the Modules not in accordance with the Installation and User Manual;
 - Removal of the Modules and reinstallation at a new site;
 - Installation of the Modules on mobile platforms (other than single- or dual-axis trackers) or in a marine environment; direct contact with corrosive agents or saltwater; pest damage; or

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malfunctioning system components (other than the Modules) and other operating conditions, which are not expressly allowed in the Installation and User Manual;

- Repair or modification of the Modules by someone other than an approved service technician of Aptos;
- Electrical surges, lightning, flood, fire, vandalism, tampering, accidental breakage, mold discoloration, or other events that could not reasonably be known or understood at the time the Customer purchased the Modules;
- Faulty wiring work, faulty installation work or faulty handling during such work;
- Power failure, power surge, lightning, flood, accidental damage or force majeure; and
- Operation under ambient conditions or using methods deviating from the Installation and User Manual.

In addition, the Limited Warranty does not cover cosmetic blemishes associated with installation, or the normal wear and tear of the Modules.

3.3 Both “Limited Product Warranty” and “Limited Peak Power Warranty” do not cover any costs associated with installation, removal or re-installation of the Modules.

3.4 Warranty claims will not be honored if the type or serial number of the Modules have been altered, removed or made illegible.

3.5 The following damages are excluded from this Limited Warranty:

- Micro-cracks which may develop in the cell of the Module as a result of incorrect transportation, installation and operation;
- Different coloring and shading;
- Any deterioration in appearance of the Modules (including any scratches, stains, mechanical wear, rust, or mold), or any other changes to the Modules which occur after delivery to Customer.

3.6 A claim in the event of glass breakage arises only to the extent that there was no external cause of the breakage.

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4. Limitation of Warranty Scope

This Limited Warranty set forth herein is expressly in lieu of and excludes 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 Aptos. Under no circumstances shall Aptos be liable for indirect, incidental, consequential or special damages, unless said damages arise directly from sole the acts, omissions or gross negligence of Aptos. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. In no event shall Aptos' aggregate liability arising out of or related to the sale of the Modules, whether arising out of or related to breach of contract, tort (including negligence) or otherwise (including but not limited to all costs, expenses, and fees) exceed the total of the amounts paid to Aptos for the Modules sold hereunder.

Aptos shall have the right to provide a different type or model of the Modules if Aptos is unable to replace the same type or model of the Modules.

5. Obtaining Warranty Performance

If the Customer has a justified claim covered by this Limited Warranty, the Customer shall promptly upon becoming aware of such claim, process such claim in accordance with the following procedures:

- 5.1 The Customer shall first contact the seller from which the Customer purchased the Module.
- 5.2 In the event that the original seller is no longer in existence or cannot be reached, or if the Module was purchased originally from Aptos, the Customer shall notify Aptos by a certified, registered mail or nationally recognized carrier (e.g., FedEx, UPS or DHL) to the address below, specifying each claim including evidence of claims and the serial number of the Module, with receipt of purchase, pictures of the affected Module and power output data (if applicable).

Aptos Solar Technology LLC
Attn: Customer Warranty Services
3140 De La Cruz Blvd., Suite 200
Santa Clara, CA 95054
Email: info@aptossolar.com

- 5.3 Aptos will not accept the return of allegedly non-conforming Module unless prior written authorization has been provided by Aptos.
- 5.4 In the event a warranty claim is rejected by Aptos, the Customer is entitled to challenge the results by appealing to an accredited, first class testing laboratory that is approved by both parties.

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5.5 Any claim for breach of this Limited Warranty must be brought within sixty (60) days after discovery of the non-conformance.

6. Severability of Clauses

If any part of clause of this Limited Warranty is considered invalid or ineffective or not executable, or this part or clause to some people or some conditions is deemed invalid or ineffective or not executable, this situation shall not affect effectiveness of other parts or clauses of this Limited Warranty. In such case, the other parts or clauses of this Limited Warranty or the applicability of this Limited Warranty are considered independently effective.

7. Force Majeure

If Aptos' performance under this Limited Warranty is rendered impossible or delayed by, in the event of or due to earthquake, fire, flood, act of God, epidemics, terrorist acts or the public enemy, invasion, hostilities, strikes, lockouts and other similar labor actions, wars, riot, delay in transportation, shortage of materials, perils of the sea, government regulation or actions, embargo, or any other extraordinary and non-foreseeable cause where the failure to perform or delay is beyond the reasonable control of Aptos, Aptos failure shall be excused.

8. Transferability

This Limited Warranty will cover the Customer and can be transferred to any successive owners if the Module's installation is unchanged and the inheritance or transferring relations can be sufficiently proved.

9. Dispute Resolutions

This Limited Warranty will be governed by and interpreted and enforced in accordance with the laws of the State of California and the federal laws of the United States of America applicable therein without regard to applicable conflict of laws principles. The Customer agrees that any suit, action or other legal proceeding by or against Aptos with respect to or arising out of this Limited Warranty shall be brought exclusively in the Superior Court of California, County of Alameda or the United States District Court for the Northern District of California. The prevailing party shall be entitled to the legal costs from the non-prevailing party.