seaLeaf uLeaf and gLeaf model solar modules

LLSWAR01 - November 2022

## <u>Product Workmanship Warranty - 3 Years Repair or Replacement</u>

Seller warrants that for a period of thirty-six (36) months from delivery to the Buyer, all goods will be free from defects in material and workmanship. These warranties do not cover the results of normal wear and tear, improper installation including installation with the use of mounting parts not supplied by the Seller, improper maintenance, accident, abuse, neglect, vandalism, act of God or the installation, use, repair or modification contrary to specifications or instructions supplied by Seller.

Remedies for Nonconformance With Warranty. If the goods do not conform to the foregoing warranties, Buyer will provide Seller with written notice of the defect on or before the expiration of the warranty period. Seller, at its option, will repair or replace the goods or the defective component thereof free of charge. Seller's liability is limited solely to the repair or replacement of the goods purchased under this Agreement. Seller shall have no liability for loss of use, consequential damage or any payments or penalty incurred by the Buyer under any availability guarantee. If it is mutually determined by Buyer and Seller, in their reasonable judgement, that goods conformed to the warranties and was not defective, Buyer agrees to pay Seller's reasonable costs of inspection, handling, testing and other related costs with respect to such goods. In no event shall Seller's liability exceed the invoice price paid by Buyer for the goods under this Agreement. Warranties do not cover any costs associated with installation, removal or re-installation of the modules, shipping expenses or customs clearance associated with the return or replacement. The foregoing are Buyer's sole and exclusive remedies for breach of warranty by Seller in connection with this Agreement.

**Disclaimer of Warranty**. The foregoing warranties are the sole and exclusive warranties given by Seller in connection with this Agreement, express or implied, and Seller disclaims all implied warranties, including implied warranties of merchantability and fitness for a particular purpose. Seller does not promise that the goods are error free or will operate without interruption. The liabilities set forth in this section shall constitute the entire liability of the Seller with respect to defects in the goods, whether in contract, tort (including negligence), warranty, strict liability, or any other legal theory, and Seller's obligation to correct defects, whether latent or patent, in the goods shall be limited to defects discovered during the warranty period specified in this section.

## <u>Power Output Warranty - 5 years Limited Remedy</u>

Seller warrants that supplied modules will exhibit a power output greater than 80% of the rated power output (as per the module's label), for a maximum of 5 years from delivery to the Buyer. Power output shall be measured by the Seller (or at a testing facility approved by the Seller) at STC (light spectrum of AM 1.5, an irradiation of 1000 W per m2, a cell temperature of 25 degrees celsius, and right angle irradiation - measured at its Maximum Power Point.).

If the power loss (below 80% of the labelled output) is determined by the Seller, at its sole discretion, to be due to defects in material or workmanship, the seller will, at its sole option, either:

- 1. Replace or repair the defective module, or
- 2. Refund a dollar amount that represents the unaccounted loss in output, below 80% calculated as follows:

Refund = (Original module purchase price)\*(80%-Measured output %)/100

For example, a panel exhibiting a power output of 50% of the labelled power rating would be eligible for a 30% refund.