

## **Limited Warranty for Photovoltaic Modules**

1. Limited Product Warranty — Two Year Repair, Replacement or Refund Remedy  
Brightwatts, Inc. (“Brightwatts”) warrants its Photovoltaic modules (“PV Modules”), including field replaceable DC connector cables 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 twenty-four (24) months from date of delivery from Brightwatts, Brightwatts will, at its option, either repair or replace the product, or refund the purchase price as paid by the Buyer (“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 twenty-four (24) month period set forth herein. This limited product warranty does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter.

2. Limited Peak Power Warranty — Limited Remedy

A: Ten Years

For the PV modules, Brightwatts additionally warrants: If within ten (10) years from date of delivery from Brightwatts any PV module(s) exhibits a power output less than 90% of the minimum peak power at STC as specified at the date of delivery in Brightwatts’s Product Flash Datasheet, and such loss in power is agreed by Brightwatts (at its sole and absolute discretion) to be due to defects in material or workmanship, Brightwatts shall replace such loss in power by either providing to the Buyer additional PV-modules to make up such loss in power, or by repairing or replacing the defective PV module(s), or by refunding the Purchase Price taking into account a yearly depreciation of ten percentage (10%) of the Purchase Price, at the option of Brightwatts.

B: Twenty Five Years

For the PV modules, Brightwatts warrants: If within a period of twenty-five (25) years from date of delivery from the Brightwatts any PV module(s) exhibits a power output less than eight percentage (80%) of the minimum peak power at STC, and such loss in power is agreed by Brightwatts (at its sole and absolute discretion) to be due to defects in material or workmanship, Brightwatts will replace such loss in power by either providing to the Buyer additional PV modules to make up such loss in power, or by repairing or replacing the defective PV module(s), or by refunding the Purchase Price taking into account a yearly depreciation of four percentage (4%) of the Purchase Price, at the option of Brightwatts. 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 Limitations

A: Warranty claims must in any event be filed within the applicable warranty period.

B: The limited warranties do not apply to any PV modules which, in Brightwatts’s absolute judgment, have been subjected to:

- Misuse, abuse, neglect or accident;
- Alteration, improper installation or application;
- Non-observance of Brightwatts's installation-users and maintenance instructions;
- Repair or modifications by someone other than a qualified service technician;
- Power failure surges, lightning, flood, fire, accidental breakage or other events outside Brightwatts's control.
- Any move and subsequent installation of the module.

C: The limited warranties do not cover any shipping costs for the 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.