

SOLON Product and Performance Limited Warranty

SOLON Corporation (“SOLON”) offers the following Product and Performance Limited Warranty (“Warranty”). This Warranty is applicable to all photovoltaic series modules manufactured by SOLON (“Modules”) and sold to customers located in the United States and Canada.

Warranty

Subject to the conditions, procedures and limitations set forth below, SOLON warrants to the end-user purchaser or when the Product remains at its original installed location to the subsequent title holder of the Product upon satisfactory proof of succession or assignments (“Customer”):

10 year Product Warranty The Modules will be free from defects in materials and workmanship for a period of 10 years following delivery.

10 and 25 year Performance Warranty The Modules will produce nominal power equal to not less than

- (1) 95% of Specified Power for a period of 5 years following delivery
- (2) 90% of Specified Power for a period of 10 years following delivery
- (3) 87% of Specified Power for a period of 15 years following delivery
- (4) 83% of Specified Power for a period of 20 years following delivery
- (5) and 80% of Specified Power for a period of 25 years following delivery.

“Specified Power” means the minimum module peak power stated in the applicable Module data sheet.

Warranty Conditions

The Warranty is extended only to a Customer and applies only to Modules that are:

- installed strictly in accordance with SOLON’s specifications and instructions;
- operated and used properly, under appropriate operating conditions consistent with SOLON’s specifications and operating requirements;
- not removed and reinstalled;
- maintained in accordance with SOLON’s specifications and instructions;
- carrying a SOLON type label on the backside.

The Warranty is void with respect to any Module that:

- is subject to extreme use conditions such as contact with sea water, smoke, salt, or corrosive or abrasive chemical substances (including cleaning agents);
- is subject to excessive dirt build-up;
- is used in mobile (non-stationary) units such as vehicles or ships;
- is improperly used or is installed in a manner that fails to take into account technical requirements due to specific site conditions;
- is damaged by accident, fire, or other hazard, including but not limited to acts of terrorism or war, acts of God, forces of nature such as earthquakes, tornadoes, volcanic eruptions, flooding, or lightning strikes, or unusual and excessive levels of rainfall, hail or snowfall not anticipated for the site; or
- has its type or serial numbers changed, erased, removed or made illegible.

The Performance Warranty applies only if:

- the performance reduction is due to degradation of the glass, cell or EVA film; and
- SOLON confirms the output loss using SOLON’s own measuring instruments in conformance with standard test conditions that are customary in the industry.

Warranty Claim Process and Obligations

Customer must make all claims under this Warranty in writing within one month after Customer obtains knowledge of the circumstances giving rise to the claim. If Customer desires to make a claim under this Warranty, Customer must contact SOLON and secure a return authorization. Customer must then return the Module to the location SOLON specifies together with a copy of the original invoice, a statement of the Module’s delivery date and stock code, and a written description of the reason for return. Modules sent to SOLON without SOLON’s prior written consent will not be accepted.

If SOLON determines that the Module has failed under the Warranty, SOLON will, in its sole discretion:

- replace the Module with another whose peak power adequately replaces that of the replaced Module. In this case, the replaced Module will become the property of SOLON;
- repair the defective or non-performing Module;
- furnish one or more additional Modules as necessary, when combined with the actual performance of the faulty Module, to achieve the required percentage of Specified Power; or
- refund the unamortized portion of the purchase price of the Module (calculated on a straight-line basis using an expected Module lifetime of 30 years).

The original Warranty period will apply to any replacement, repaired, or additional Modules, so that this Warranty will not be extended beyond the original Warranty period for such Modules.

Customer is responsible for the cost of removing the Module from its installed site, returning the Module to SOLON, and installing replacement, repaired or additional modules SOLON provides under this Warranty.

If SOLON determines that the Module is not defective or that a performance deficit is not covered under this Warranty, SOLON will return the Module to Customer at Customer’s expense and will have no further obligation of repair, replacement, or refund. SOLON is not liable for any expense, liability or responsibility incurred for repairs made by or for Customer without SOLON’s express written authorization.

Limitation of Warranty

Except to the extent otherwise required by applicable law, this Warranty is in lieu of and excludes all other warranties, express or implied. This Warranty states Customer’s sole remedy and SOLON’s sole obligation for any defective or non-performing Module. Other than the warranties expressly set forth in this Warranty, SOLON expressly disclaims all warranties, express or implied, including, without limitation, any implied warranties of merchantability, non-infringement or fitness for a particular purpose. SOLON is not liable for incidental or consequential damages, including but not limited to, lost profits or damages for loss of use. The total costs of this Guarantee must not exceed the purchase price the Customer paid for the modules.

This Warranty is governed by the laws of the state of Arizona and is valid for all Modules supplied after March 1, 2010.