

## LIMITED WARRANTY CERTIFICATE

### **1. FIVE (5) YEAR LIMITED PRODUCT WARRANTY**

The SELLER warrants that, as of the date of delivery to the BUYER at the Designated Delivery Site (“Actual Delivery Date”), the Product will conform to the Maximum System Voltage column in the “Characteristics for System Design” section and the entire “Mechanical Characteristics” section in the product data sheet (Reference Number: SAB-[XXXXXX]) of the Product attached to the Agreement as Appendix 1 (“Product Data Sheet”).

In the event that the Product, or any part thereof (“Product”), fails to conform to this Limited Warranty within five (5) years after the Actual Delivery Date, SELLER will, at its sole option, either refund the original purchase price paid by the BUYER (“Purchase Price”), less an annual depreciation of four percent (4%) of the Purchase Price, or repair or replace the Product with a new or remanufactured product with equivalent performance. The foregoing Limited Warranty will be the sole and exclusive remedy of the BUYER for any non-conforming Product.

This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under Section 2 below.

### **2. 10/25 YEAR LIMITED POWER OUTPUT WARRANTY**

The SELLER provides the following power output warranties to the BUYER:

- A For ten (10) years from the Actual Delivery Date, the SELLER warrants that Product will not exhibit a power output of less than ninety percent (90%) of the minimum power output rating (“Pmin”) to be calculated based on the Maximum Power column and the Tolerance Pmax column as specified in the “Electrical Performance at Standard Test Conditions (STC)” section of the Product Data Sheet when measured at the CIS module cable connector under Standard Test Conditions (“STC”).
- B For twenty-five (25) years from the Actual Delivery Date, the SELLER warrants that the Product will not exhibit a power output of less than eighty percent (80%) of the Pmin to be calculated based on the Maximum Power column and the Tolerance of Pmax column as specified in the Product Data Sheet when measured at the CIS module cable connector under STC.

Power output will be measured and normalized to STC using a method and laboratory approved by the SELLER. If the Product is determined to be in breach of Section 2A or 2B of this Limited Warranty, the SELLER will, at its sole option: (i) provide the BUYER with additional Product to make up the deficiency in the relevant power output; (ii) repair the Product; (iii) replace the Product with a new or remanufactured product with equivalent performance; or (iv) refund the Purchase Price, less an annual depreciation of four percent (4%) of the Purchase Price.

Such addition, repair, replacement or refund is the sole and exclusive remedy of the BUYER for a breach of the Limited Warranty under Section 2A or 2B above.

### **3. WARRANTY EXCLUSIONS**

- (a) No claim based on this Limited Warranty may be brought after the applicable warranty period. Any delivery of additional Product, repair, replacement or refund of the Product by the SELLER does not extend the original term of the applicable warranty period, unless otherwise specifically prohibited by applicable law.
- (b) This Limited Warranty will not apply to any Product that has been subject to:
  - (i) failure by the BUYER to follow any instruction by the SELLER, including, but not limited to, the Product Data Sheet and installation manuals;
  - (ii) installation, repair, maintenance or modification by someone other than the SELLER or a service technician approved by the SELLER;
  - (iii) improper wiring, installation or handling, defects or failure caused by devices and/or parts other than the Product;
  - (iv) negligence in transportation or storage, or other events that are beyond reasonable control of the SELLER;
  - (v) abuse, misuse or negligence;
  - (vi) removal from the original place of installment;
  - (vii) installation or use in a mobile or marine environment, including vehicles and vessels;
  - (viii) improper voltage or power surges or abnormal environmental conditions (such as acid rain and other pollution);
  - (ix) alteration, removal or defacing of the product number or serial number of the Product;
  - (x) any changes or alterations with respect to the appearance of the Product even if they do not affect the performance or functionality of the Product;
  - (xi) cosmetic defects stemming from corrosion or normal wear and tear; or
  - (xii) use, either directly or indirectly, in or as any part of any product, system, operation, or thing in respect of which the immediate health or safety of any human being is dependent (“Safety System”), including, but not limited to, any Safety System in the field of aviation, medical equipment, or traffic control systems of any kind.

### **4. OBTAINING WARRANTY SERVICES**

To make a claim under this Limited Warranty, the BUYER shall immediately notify SELLER by sending a written notice of any claimed non-conformity to the SELLER by mail or email to the relevant address of the SELLER as provided for in the Agreement. Together with the notification, the BUYER shall enclose or attach the evidence of the claim with the corresponding serial number of the Product, the date of original purchase, and the invoice corresponding to the Product.

The SELLER will send a representative to the installation location to inspect the reported problem and to correct it if possible. If the reported problem cannot be corrected on site, the SELLER will provide further instructions to the BUYER.

The return of any Product will not be accepted unless prior written authorization has been given by the SELLER. Any Product that is returned to the SELLER for replacement or refund by the SELLER will become the property of the SELLER.

**5. RESPONSIBILITY OF THE BUYER**

This Limited Warranty covers only the transportation cost for shipment by the SELLER of any repaired or replacement Product to the BUYER's original location of installation. The SELLER is not responsible for any transportation cost for the BUYER's return of any claimed non-conforming Product to the SELLER or SELLER's authorized agent and any costs associated with installation, removal, or reinstallation of any Product. The BUYER is responsible for payment of such costs, unless specifically prohibited by applicable law.

**6. LIMITATIONS OF LIABILITY**

- (a) Notwithstanding anything else herein, the SELLER has no responsibility or liability whatsoever for any damage or loss to property or injury or death to persons of any kind, or for any other loss or injury resulting from any cause whatsoever arising out of or related to any Product, including, without limitation, any defects in respect of any Product, or from any handling, use, or installation of the same.
- (b) In addition to and not in lieu of the provisions above, the SELLER shall not be in any way responsible or liable for any loss or damage arising out of non-performance of any Product or delay due to governmental restrictions or regulations now or hereafter in effect; flood, fire, earthquake or other Acts of God; war, riot, insurrection or other civil disturbance; strikes, lockouts, or other labour disturbances (but for the avoidance of doubt, nothing in this clause shall require the SELLER to settle a labour disturbance other than in its absolute discretion); shortages of raw materials, supplies, power, equipment or production facilities, unexpected shutdown of the production facilities; smoke and/or other pollution, salt damage or acid rain; transportation shortages; unavailability of, interruption of or delay in telecommunications or third party services, or any other events and contingencies, including emergencies and non-emergencies, and threats thereof beyond the SELLER's reasonable control.
- (c) THE WARRANTY HEREUNDER CONSTITUTES THE BUYER'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT AND IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL STATUTORY, EXPRESS, OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION.
- (d) NOTWITHSTANDING ANYTHING TO THE CONTRARY WHICH MAY BE CONTAINED IN THIS LIMITED WARRANTY, THE SELLER OR THE MANUFACTURER OF THE PRODUCT SHALL UNDER NO CIRCUMSTANCES BE LIABLE TO THE BUYER FOR AN AMOUNT EXCEEDING THE PURCHASE PRICE SET FORTH IN THE AGREEMENT BETWEEN THE SELLER AND THE BUYER IN RESPECT OF THE PRODUCT, AND IN NO EVENT SHALL THE SELLER OR THE MANUFACTURER OF THE PRODUCT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, ARISING OUT OF THE USE OF OR INABILITY TO USE ANY PRODUCT, EVEN IF THE SELLER OR THE MANUFACTURER OF THE PRODUCT HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.
- (e) Neither the sales personnel of the SELLER nor any other person is authorized to make any warranties other than those set forth in this Limited Warranty, or to extend the

## **Appendix [X]**

duration of any warranties beyond the time period described above on behalf of the SELLER.

### **7. REPLACEMENT OF DISCONTINUED PRODUCT**

If the manufacturer of the Product has discontinued manufacture of the particular model of the Product at the time the warranty claim is accepted by the SELLER, the SELLER may deliver to the BUYER another model of the Product, which may be different in size, color, shape and/or power, in satisfaction of its obligations under this Limited Warranty.

### **8. SEVERABILITY**

If any part of this Limited Warranty is determined to be void, violable, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, to the extent permitted by law, the remainder of this Limited Warranty shall continue in full force and effect.

### **9. TRANSFER**

This Limited Warranty is transferable to subsequent purchasers of the Product so long as the Product remains at the original installation location of the initial purchaser.

### **10. MISCELLANEOUS**

Unless specifically defined herein, terms defined in the Agreement shall bear the same meaning when used in this Limited Warranty.