



EVERGREEN SOLAR CEDAR PHOTOVOLTAIC MODULES EC-50 SERIES & EC-100 SERIES LIMITED WARRANTY

Limited Warranty Two Year Defects in Workmanship

Evergreen Solar warrants the modules to be free from defects in materials and workmanship under normal application, installation, use, and service conditions. If the product fails to conform to this warranty, then, for a period ending twenty-four (24) months from date of sale to the original consumer purchaser, Evergreen Solar will, at its option, either repair or replace the product or refund the purchase price. The repair, replacement, or refund remedy shall be the sole and exclusive remedy provided under this warranty.

Limited Warranty Ten / Twenty-five Year Power Output

Evergreen Solar warrants for a period of ten (10) years from the date of sale to the original consumer purchaser that the power rating at Standard Test Conditions will remain at 90% or greater of Evergreen Solar's Minimum Specified Power Rating. Evergreen Solar further warrants for a period of twenty-five (25) years from the date of sale to the original consumer purchaser that the power rating at Standard Test Conditions will remain at 80% or greater of Evergreen Solar's Minimum

Specified Power Rating. Evergreen Solar will, at its option, repair or replace the product, refund the purchase price, or provide the purchaser with additional modules to make up lost power, provided that such degradation is determined to be due to defects in materials and workmanship under normal installation, application, and use.

Limitations and Conditions

The remedy set forth in these limited warranties shall be the sole and exclusive remedy provided under the extended term warranty. The limited warranties set forth herein do not apply to any module which in Evergreen Solar's sole and absolute judgment has been subjected to misuse, neglect, or accident, or which has been damaged through abuse, alteration, improper installation or application, or negligence in use, storage, transportation, or handling, or which has in any way been tampered with or repaired by anyone other than Evergreen Solar. The limited warranties do not cover any transportation costs for return of modules or costs associated with the installation, removal, or reinstallation of modules.

The limited warranties set forth herein are expressly in lieu of and exclude 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 Evergreen Solar, unless such other warranties, obligations, or liabilities are expressly agreed to in writing signed and approved by Evergreen Solar. Evergreen Solar shall have no responsibility or liability whatsoever for damage or injury to persons or property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the product, including, without limitation, any defects in the module, or from use or installation. Under no circumstances shall Evergreen Solar be liable for incidental, consequential, or special damages, howsoever caused.

Evergreen Solar's aggregate liability, if any, in damages or otherwise, shall not exceed the payment, if any, received by seller for the unit of product or service furnished or to be furnished, as the case may be, which is the subject of claim or dispute.

Some states do not allow limitations on implied warranties or the exclusion or limitation of damages, so the above limitations or exclusions may not apply to you.

If a part, provision, or clause of terms and conditions of sale, or the application thereof to any person or circumstance is held invalid, void, or unenforceable, such holding shall not affect and leave all other parts, provisions, clauses, or applications of terms and conditions remaining, and to this end the terms and conditions shall be treated as severable.

No action, regardless of form, arising out of or in any way connected with the products or services furnished by Evergreen Solar may be brought by the customer or purchaser more than one (1) year after the facts giving rise to the claim have occurred.

This warranty gives you specific legal rights; and you may also have other rights that vary from state to state and country to country.

Neither party shall be in any way responsible or liable to the other party, or to any third party, arising out of nonperformance or delay in performance of the terms and conditions of sale due to acts of God, war, riot, strikes, unavailability of suitable and sufficient labor, and any unforeseen event beyond its control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of sale.

Obtaining Warranty Performance

If you feel you have a claim covered by warranty, you must promptly notify the dealer who sold you the module or any authorized Evergreen Solar distributor of the claim. The dealer or distributor will give advice handling the claim. If further assistance is required, write Evergreen Solar for instructions. The customer is responsible for shipping modules to Evergreen Solar, and the return of any modules will not be accepted by the factory unless prior written authorization has been given by Evergreen Solar.

Note: This document may be provided in multiple languages. If there is a conflict among versions, the English language version dominates.