



## **Limited Product and Linear Performance Warranty**

### **Limited Warranty on Silfab Solar Inc. Photovoltaic Module Products**

#### **Limited Product Warranty – *Twelve Year Repair, Replacement or Refund***

Subject to the exclusions contained below, Silfab Solar Inc. (“Silfab Solar”) warrants to the Purchaser that the PV modules manufactured and supplied by Silfab Solar, (the “Modules”) shall be free in all material aspects from defects in materials and workmanship under normal application, installation, use and service conditions as may be specified in Silfab Solar’s standard product documentation. The duration of this limited warranty is one hundred forty four (144) months from the date of delivery by Silfab Solar to the original Purchaser (the original purchaser, or any subsequent purchaser, which is the current owner of the Module is referred to as the “Purchaser”).

Claims under the warranty can only be accepted if the Purchaser can provide the proof that the malfunctioning or non-conformity of module results exclusively from material defects in materials and/or workmanship under normal application, installation, use and service conditions. If a Module fails to conform to this warranty, Silfab Solar will, at its option, either repair or replace the Module, or refund a reasonable, pro-rated portion of the purchase price as set forth below.

#### **Limited Power Output Warranty – Limited Remedy**

If, within the first year from the date of delivery to the original Purchaser, any module under normal application, installation, use and service conditions, has a power output less than ninety seven percent (97%) of the minimum power for mono-crystalline panels and/or ninety seven and five tenths percent (97.5%) for multi-crystalline modules as specified at the time of delivery, as measured at Silfab Solar in both cases, then, provided that such loss in power is determined by Silfab Solar (at its sole discretion) to be due exclusively to defects in materials and/or workmanship, Silfab Solar will compensate for such loss in power by either providing to the Purchaser additional modules, new and/or refurbished of type and dimensions available at the time of the claim, to make up the total wattage loss, by repairing or replacing the modules, or by providing monetary compensation, at the option of Silfab Solar, as set forth below.

If, within twelve (12) years from the date of delivery to the original purchaser, any module under normal application, installation, use and service conditions, has a power output less than ninety percent (90%) of the minimum power specified at the time of delivery, as measured at Silfab Solar in both cases, then, provided that such loss in power is determined by Silfab Solar (at its sole discretion) to be due exclusively to defects in materials and/or workmanship, Silfab Solar will compensate for such loss in power by either providing to the Purchaser additional modules, new and/or refurbished of type and dimensions available at the time of the claim, to make up the total



wattage loss, by repairing or replacing the module, or by providing monetary compensation, at the option of Silfab Solar, as set forth below.

If, within twenty-five (25) years from the date of delivery to the original purchaser, any module under normal application, installation, use and service conditions, has a power output less than eighty two (82%) of the minimum power specified at the time of delivery, as measured at Silfab Solar in both cases, then, provided that such loss in power is determined by Silfab Solar (at its sole discretion) to be due exclusively to defects in materials and/or workmanship, Silfab Solar will compensate for such loss in power by either providing to the Purchaser additional modules, new and/or refurbished of type and dimensions available at the time of the claim, to make up the total wattage loss, by repairing or replacing the modules, or by providing monetary compensation, at the option of Silfab Solar, as set forth below.

If, within two (2) to twenty-five (25) years from the date of delivery to the original purchaser, any module under normal application, installation, use and service conditions, has a power output degradation more than seven-tenths of one percent (0.7%) from the previous year's guaranteed power output, then, provided that such loss in power is determined by Silfab Solar (at its sole discretion) to be due exclusively to defects in materials and/or workmanship, Silfab Solar will compensate for such loss in power by either providing to the Purchaser additional modules, new and/or refurbished of type and dimensions available at the time of the claim, to make up the total wattage loss, by repairing or replacing the modules, or by providing monetary compensation, at the option of Silfab Solar, as set forth below.

The monetary compensation for the power shortfall, if elected by Silfab Solar Inc., will be equal to the original purchase price less the depreciation of the PV module (the "undepreciated value") such depreciation will be calculated equal to 9%/annum, if the refund is provided within the first 12 years, and equal to 4%/annum, if the refund is provided between the 13<sup>th</sup> and the 25<sup>th</sup> year.

Any power loss caused by components not supplied by Silfab Solar Inc. is not covered.

### **Exceptions**

The limited warranties set forth herein do not apply to any module which, in Silfab Solar's sole judgment, has been subjected to use in marine applications (defined as within 500 meters from the sea) or in tropical or equatorial environment, or to misuse, neglect or accident, or which has been damaged through abuse, alteration, improper installation, application or removal, unauthorized service, maintenance or modification, or negligence in packaging, use, storage, transportation or handling (when the action is not performed by Silfab Solar Inc.), or has been repaired, or in any way tampered with, or resulting from any power failure surges, lightning, flood, fire, accidental breakage, vandalism, acts of war, natural disaster, exposure to fumes, pollution or chemical agents that could reduce the functioning or power output, or other events outside Silfab Solar's control or outside the normal operating conditions of the solar PV panels. The non-observance of the Silfab Solar Inc. installation manual will also void the warranty. The limited warranties do not cover any transportation



costs for return of modules, or for reshipment of any repaired or replaced module, or cost associated with installation, removal or reinstallation of modules. In addition, the limited warranties do not apply to any cosmetic change in appearance stemming from the normal wear and tear over time of product materials, scratches or any other defect not affecting the power output. Warranty claims will not apply if the type or serial number of the applicable product has been altered, removed or made illegible. In further addition Silfab Solar shall not be responsible for any loss profits or lost revenues associated with performance or non-performance of defective Product.

### **Claim Verification and Remediation Process**

If the Purchaser believes that it has a justified claim covered by the limited warranties set forth above, then the Purchaser agrees to comply with the Silfab Solar return material authorization (“RMA”) process.

The Purchaser must submit such claim in writing to Silfab Solar within the applicable warranty period specified above to the following address, or such future address as Silfab Solar may provide from time to time: **Customer Service Department, Silfab Solar Inc., 240 Courtney Park Drive East L5T 2Y3 Mississauga-Ontario-Canada.**

Such notice should enclose evidence of the purchase and date of delivery of the applicable product and the basis for the Purchaser’s claim.

Upon receipt of such written claim, Silfab Solar may, in its sole discretion, seek further verification of the Purchaser’s claim of a breach of one of the foregoing limited warranties. Without limiting the foregoing, the Purchaser will return defective products or allegedly-defective products to Silfab Solar at the Purchaser’s expense and in accordance with written RMA authorization if any. The return of any product will not be accepted by Silfab Solar unless prior written authorization has been given by Silfab Solar and Purchaser has complied with the packaging and shipping instructions provided by Silfab Solar.

If Silfab Solar verifies, in its reasonable judgment, that a product does not comply with the limited warranties set forth above, then Silfab Solar, at its sole discretion, will either repair the affected product and return it to the Purchaser at the Purchaser’s expense, or provide a new and/or refurbished replacement product shipped to the Purchaser at the Purchaser’s expense, or refund a reasonable pro-rata portion of the amount paid by the Purchaser for the affected product, taking into account the period of reduced power output or functionality for the affected product and as calculated above. Any repair or replacement of an affected product shall not increase the applicable warranty period.

In case of replacement of the Module, such Module will become property of Silfab Solar Inc.

If the Module(s) for which the warranty claim is made is proven non-defective, the Purchaser will refund to Silfab Solar the incurred and demonstrable testing expenses.



The foregoing remedies state Silfab Solar's sole and exclusive obligation and the Purchaser's sole and exclusive remedy for a breach of the foregoing limited warranty.

### **Not Independent Warranties**

The Purchaser has the right to pursue claims under each of the warranties set forth above; provided, however, that if claims arise under multiple limited warranties from a single incident, then if Silfab Solar remedies such incident as set forth above, Silfab Solar shall be deemed to have resolved all applicable warranty claims arising from such incident.

### **Disclaimers**

THE LIMITED WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, AND ALL OTHER OBLIGATIONS ON THE PART OF SILFAB SOLAR, UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY SILFAB SOLAR.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SILFAB SOLAR HEREBY DISCLAIMS, AND 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 ANY OF ITS PRODUCTS OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL SILFAB SOLAR BE LIABLE TO THE PURCHASER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE PURCHASER, FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE PRODUCTS, EVEN IF SILFAB SOLAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SILFAB SOLAR'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO SILFAB SOLAR BY THE PURCHASER FOR THE PRODUCT FURNISHED THAT GAVE RISE TO THE WARRANTY CLAIM.

THE PURCHASER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE PRODUCTS WOULD BE SUBSTANTIALLY DIFFERENT.



### **Severability.**

If a part, provision or clause of this Limited Warranty, or its application to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect this Limited Warranty and all other parts, provisions, clauses or applications shall remain, and, to this end, such other parts, provisions, clauses or applications of this Limited Warranty shall be treated as severable.

### **How to claim your Warranty.**

Warranty claims must in any event be filed within the applicable limited warranty period set forth above. Warranty claims may only be made by the original Purchaser or a person to whom title to the applicable product has been transferred, provided that any such transfer is undertaken in its original configuration.

Silfab Solar will not accept the return of any modules without prior written return authorization.

### **Force Majeure.**

Silfab Solar shall not be held responsible or liable to the Purchaser or any third-party arising out of any nonperformance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to industrial disputes, riots, mobs, fires, floods, wars, embargo, shortages of labour, power, fuel, means of transportation or general lack of necessities (whether relating to Silfab Solar or its suppliers or subcontractors) or resulting from regulations or order of any government or governmental agency or any other circumstance beyond the control of Silfab Solar including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the Product(s) or the claim.

Silfab Solar Inc.