



SOLAR SEMICONDUCTOR PHOTOVOLTAIC MODULE LIMITED WARRANTY
(SSI-S6-XXX, SSI-M6-XXX, SSI-3M6-XXX, SSI-3S6-XXX)

Solar Semiconductor warrants to the Purchaser, who is the first Purchaser of the Photovoltaic Module of Solar Semiconductor, the “Product”, that the Product, when shipped in its original container, will be free from any defects in workmanship and materials, and shall meet the stated specifications. Solar Semiconductor agrees that it will, either repair or replace the defective Product or part thereof, at its discretion, with a new or remanufactured equivalent or by adding additional product(s) at free of charge to the Purchaser, for the period stated below.

1. Limited Product Warranty – Five (5) Year Repair, Replacement or Refund

The time period of warranty for defects in workmanship and materials for the Product is sixty (60) months from date of purchase.

2. Limited Power Warranty

The period of warranty with respect to power output is for a total period of twenty five (25) years from date of purchase, the first 10 years at 90% minimum of rated power output and the remaining 15 years at 80% minimum of rated power output. Rated Power Output shall be measured under STC conditions, 1000 W/m², AM 1.5, and 25 °C ambient temperature.

3. Exclusions & Limitations

This warranty does not apply to –

- a) External visual items like plastics, rubber, glass and other such parts of the Product.
- b) Product which has been damaged or defaced.
- c) Product, which has been subjected to misuse, abnormal service or handling, or which has been altered or modified.
- d) Product that is improperly installed
- e) Product that is installed in a mobile or marine environment.
- f) Product that is subjected to abnormal environmental conditions such as acid rain or other pollution or other such similar conditions.
- g) Product that is mounted on a defective base or a base with defective parts.
- h) Product that is subject to external corrosion, mold discoloration or where such deterioration occurs.
- i) Product that is subject to force majeure conditions, such as fire, explosion, war, riot, earthquake, eruption, tidal wave, lightning, induced lighting, snow, freeze, frost, briny air, ground movement, ground cracking, earth flow, and pollution; provided, however, that exemption for these items for which UL has set out in their standard, shall apply only when these items exceed UL’s standard.
- j) Product that is subjected to repair by anyone other than Solar Semiconductor or its authorized agent.

The rights under this limited warranty are only applicable to the Purchaser, or any transfer permitted under this Limited Warranty, of the Product and only on providing proof of purchase to the service agent.

This warranty cannot be modified or altered by any personnel of Solar Semiconductor or any other person, with respect to the terms stated herein, or to extend the duration of any warranties beyond the time period described herein. Purchaser shall immediately notify Solar of allegedly defective Product and immediately request, in writing or by telephone, an RMA number, which Solar shall promptly provide to Purchaser. Within seven (7) days of the issuance of the RMA number, Purchaser shall promptly ship the allegedly defective Products, freight prepaid in packaging equivalent to the original shipping carton, to Solar and shall include a notation of the RMA number and dated proof of purchase by Purchaser with the shipment. Solar reserves the right to refuse to accept any allegedly defective Products that are not accompanied by an RMA number and a dated proof of purchase or that are returned to Solar Semiconductor more than thirty (30) days after issuance by Solar of the applicable RMA number, which Products may be returned to Purchaser, freight collect. All returned Products shall be subject to inspection and testing by Solar. If Solar’s examination of such returned Products discloses to Solar’s satisfaction that such Products fail to conform to the applicable warranty, then Solar shall, at its sole option, either repair or replace the Product, or refund to Purchaser an amount equal to the then current Solar list price for the Product on the date the returned Product is received by. Any repaired or replaced Products shall be



shipped freight prepaid; however, any Products for which Solar's examination does not disclose to Solar's satisfaction that such Products have failed to conform to the applicable warranty may be returned to Purchaser freight collect.

4. Limitation of Warranty Scope

THIS LIMITED WARRANTY CONSTITUTES SOLAR SEMICONDUCTOR'S EXCLUSIVE LIABILITY, AND THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER, FOR ANY BREACH OF ANY WARRANTY OR OTHER NONCONFORMITY OF THE PRODUCTS COVERED BY WARRANTY. THIS WARRANTY IS EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES. SOLAR SEMICONDUCTOR MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS LIMITED WARRANTY SHALL BE AS EXPRESSLY PROVIDED HEREIN. NO WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE; HAVE BEEN MADE UNLESS EXPRESSLY INCLUDED HEREIN.

ALL IMPLIED WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE LIMITED TO THE GREATER OF THE ABOVE OR THE MINIMUM PERIOD SET FORTH BY LAW.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SOLAR SEMICONDUCTOR SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO PURCHASER OR ANY THIRD PARTIES FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR OTHER DAMAGES WHETHER IN AN ACTION BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATED TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF SOLAR SEMICONDUCTOR IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES SHALL SOLAR SEMICONDUCTOR'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS PRODUCT OR OTHERWISE (INCLUDING BUT NOT LIMITED TO ANY WARRANTY CLAIMS HEREUNDER), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT RECEIVED BY SOLAR SEMICONDUCTOR FOR THE PRODUCTS ACTUALLY GIVING RISE TO SUCH LIABILITY (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN SUCH ACTION). THIS LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS TO PURCHASER FOR CLAIMS OR DAMAGES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS WARRANTY WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

This warranty is transferable when product remains installed in original location at the time of product warranty registration.

The limited warranties stated herein shall be the sole and exclusive warranties given by Solar Semiconductor and shall be the sole and exclusive recourse available to the Purchaser. The liabilities of solar semiconductor are limited to rectifying of defects, as described herein and for the period of time stated herein. Solar Semiconductor shall not be responsible or liable for any consequential loss or damage. This warranty constitutes complete satisfaction of the responsibilities and liabilities to the Purchaser, whichever way.

In an event that service is required for the product, Solar Semiconductor will not be responsible for any loss due to damage/ breakage, consequential to poor packaging, while shipping or transporting for service and the costs of un-installation or reinstallation.

5. Obtaining Service

The product has to be shipped, prepaid, to a Solar Semiconductor Authorized Dealer or Service agent. Make sure to have **Proof of Purchase** available. The product must be securely packed and insured before shipping.

Solar Semiconductor

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