

## **Limited Warranty for PV Modules**

### 1. Limited Product Warranty – Five Years Repair, Replace, or Refund Remedy

*SunRotor*® guarantees its Photovoltaic Solar Modules (modules) to be free from defect in materials and workmanship under normal application, installation, and use of service conditions for period of 60 months. This warranty is initiated on the date of the invoice. If the modules fail at anytime within the stated warranty period, *SunRotor*® will, at our option, either replace or repair the damaged product, or refund the purchase price to the customer. The repair/replace/refund remedy shall be the sole and exclusive remedy provided under the "Limited Product Warranty" and shall not for any reason extend beyond the 60 month period set forth herein. This "Limited Product Warranty" does not guarantee a specific power output; such warranties are exclusively covered in clause 2 hereinafter.

#### 2. Limited Peak Power Warranty – Limited Remedy

#### \* 12 Years

Any module(s) that exhibits a power output of less than 90% of the minimum "Peak Power at STC (standard test conditions)" within 12 year period from the invoice date will be subject to warranty provisions **IF** *SunRotor*® determines—at its sole and absolute discretion—such loss of power to be due to defects in materials and/or workmanship. In these cases, *SunRotor*® will have the choice to replace said loss in power by either providing additional modules or replacing the defective module(s).

\* 25 Years

Any module(s) that exhibits a power output of less than 80% of the minimum "Peak Power at STC" within 25 year period from the invoice date will be subject to warranty provisions <u>IF</u> *SunRotor*® determines—at its sole and absolute discretion—such loss of power to be due to defects in materials and/or workmanship. In these cases, *SunRotor*® will have the choice to replace said loss in power by either providing additional modules or replacing the defective module(s).

#### 3. Exclusions & Limitations

- a. In any event, all warranty claims must be filed within the applicable warranty period.
- b. The "Limited Product Warranty" and the "Limited Peak Power Warranty" do not apply to any module(s) which have been subject to:
  - Misuse, abuse, neglect or accident;
  - Alteration, improper installation or application;
  - Non-observance of installation instructions provided by *SunRotor*®;
  - Repairs/modifications by someone not approved by *SunRotor*®;
  - Power surges, accidental breakage, or forces of nature;
- c. Both the "Limited Product Warranty" and the "Limited Peak Power Warranty" do not cover any transportation charge, customs clearance, or any other costs for returns of the module(s), or costs associated with installation, removal, or reinstallation of module(s).
- d. Warranty claims will not be honored if the type or serial number of the module(s) has been altered, removed, or made illegible.



# Limited Warranty for PV Modules (Cont'd)

#### 4. Limitations of Warranty Scope

These "Limited Warranty for PV Modules" set forth herein are expressly limited in lieu of and exclude all other express or implied warranties, including but not limited to, warranties of merchantability/fitness for a particular purpose, use or application, and all other obligations or liabilities on the part of *SunRotor*®, unless such other obligations are expressly agreed to in writing, signed, and approved by *SunRotor*®. *SunRotor*® shall have no responsibility or liability whatsoever for damages or injury to persons or property, or for other losses or injury resulting from any cause whatsoever arising out of or related to the module(s), including without limitation, any defects, use, or installation of the module(s). Under no circumstances shall *SunRotor*® be liable for incidental, consequential, or special damages, no matter the cause. Loss of use, profits, production, and/or revenues are specifically and without limitation excluded. The aggregate liability of *SunRotor*®, if any, in damage or otherwise, shall <u>not</u> exceed the invoice value paid by the customer.

#### 5. Obtaining Warranty Performance

If the customer feels like a justified claim should be covered by this "Limited Warranty for PV Modules," an immediate notification shall be filed directly to *SunRotor*® by mailing a [registered/certified] letter in writing to the address, or by e-mailing our listed e-mail address listed hereunder. Together, with notification, the customer should enclose the evidence of the claim with the corresponding serial number(s) of the module(s), as well as the invoice(s) on which the module(s) were purchased. The return of any module(s) will not be accepted unless prior writing authorization has been given by *SunRotor*®.

#### 6. Disputes

In the case of any discrepancy in a warranty claim, a first-class international test-institute can be negotiated by both parties, but will serve as a final binding judgment All fees and expenses shall be borne by the losing party, unless otherwise awarded. The final explanation right shall be borne by *SunRotor*®.

#### 7. Various

The repair or replacement of the module(s) or supply of additional module(s) does not cause a new warranty term to begin, nor shall the original terms of this "Limited Warranty for PV Modules" be extended. Any replaced module(s) shall become the property of *SunRotor*® for their disposal. *SunRotor*® has the right to develop another type (different in size, color, shape, and/or power) in the event *SunRotor*® discontinued producing the replaced module(s) at the time of the claim.



# Limited Warranty for PV Modules (Cont'd)

#### 8. Force Majeure

*SunRotor*® shall not be responsible or liable in any way to the customer or any third party arising from any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Warranty on PV Modules," due to acts of nature, war, riots, strikes, warlike conditions, plague or epidemics, or any other similar cause/circumstance beyond the reasonable control of *SunRotor*®. In such cases, performance by *SunRotor*® of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such cause

#### 9. Validity

This "Limited Peak Power Warranty" is valid for all modules sold by *SunRotor*® which were manufactured by Perlight Solar. "Peak Power at STC" is peak power generated in Watts. "STC" are as follows:

- a. A light spectrum of AM 1.5;
- b. An irradiation of 1000W per m2;
- c. A cell temperature of 25° Centigrade at right angle irradiation. The measurements are carried out in accordance with the IEC 61215 as tested at the connectors or junction box terminals, as applicable, per calibration and testing standards of *SunRotor*®, valid at the date of manufacture for the PV modules

## SunRotor® Solar Products Contact Information:

SunRotor® Solar Products 301 W. 12<sup>th</sup> Street Elk City, OK 73644 Phone: 1(866) 246-7652 Fax: 1(580) 225-1120 E-mail: info@sunrotor.com