



LIMITED WARRANTY AND LIMITATION OF LIABILITY

For Photovoltaic Panels B, C, D, E and S Series (Manufactured after 1st, January, 2017)

1. LIMITED WARRANTY

1.1 This Limited Warranty and Limitation on Liability (this “Limited Warranty”) sets forth the exclusive warranties provided by CENTROSOLAR America Inc. (“Supplier”) to the owner as at the initial installation (“Customer”) of this CENTROSOLAR America Inc. brand product (the “Product”). This Limited Warranty gives you specific legal rights. You may have other rights, which vary from state to state.

1.2 This Limited Warranty covers the following Products and related components manufactured on or after 1st January 2017, (contact Centrosolar America Product Management for Warranty Policy for product manufactured prior to 1/1/2017): CENTROSOLAR B, C, D, E & S - SERIES photovoltaic panels.

2. LIMITATION OF WARRANTY SCOPE AND LIMITATION ON LIABILITY

2.1 TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES 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 SUPPLIER, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY SUPPLIER. SUPPLIER 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 PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN PRODUCT, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL SUPPLIER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY TYPE, INCLUDING WITHOUT LIMITATION RELATING TO LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION OR LOSS OF REVENUES.

2.2 SUPPLIER’S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, ARISING OUT

OF OR RELATED TO ANY PRODUCT, AND WHETHER ANY CLAIM RELATING THERETO IS BASED IN CONTRACT, TORT OR OTHERWISE, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR SUCH PRODUCT.

2.3 SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES, AND SOLELY TO THE EXTENT SO LIMITED, CERTAIN OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

3. LIMITED DEFECTS WARRANTY- REPAIR, REPLACEMENT OR REFUND REMEDY

3.1 Supplier warrants that for **ten years** (for C, D, E & S-SERIES modules) and **twenty years** (for B Series modules) from the date of delivery to Customer, the Product shall be free from defects in materials and workmanship under normal application, installation, use and service conditions which materially impacts the product’s functionality (the “Limited Defects Warranty”). If any Product fails to conform to this warranty, then, for a period ending five or ten or twenty years (as stated above) from date of delivery to Customer, Supplier will, at its option, either repair or replace the Product, or refund the amount of the purchase price actually paid by Customer for such non-conforming Product (the “Purchase Price”). The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the Limited Defects Warranty and shall not extend beyond the above noted period set forth herein. This Limited Defects Warranty does not warrant a specific power output, which shall be exclusively covered under Section 4 below.

4. LIMITED POWER WARRANTY

4.1 For the purpose of the limited power warranty set forth below at Clause 4.2 (the “Limited Power Warranty”), “Minimum Peak Power” means Peak Power minus the Peak Power tolerance (as specified in Supplier’s Product datasheet). “Peak Power”, for this purpose is the power in peak watts that a PV module generates at standard test conditions, which is irradiance of 1000 W/m², light spectrum AM 1.5, and a cell temperature of 25 degrees C.

4.2 Supplier warrants that if, within **one year** from the date of delivery to Customer, Supplier determines that any module exhibits less than 97% of Minimum Peak Power

output during the **first year** of operation and as of the **second year** of operation of the module, if the Minimum Peak Power declines annually by more than 0.7% for up to a period of **twenty-five years** for (B,C,D,E & S Series) as specified at the date of delivery in Supplier's Product datasheet, then Supplier will compensate for such loss in power by, at Supplier's option, either (i) providing to Customer additional Product sufficient to make up such loss in power or (ii) providing monetary compensation equivalent to the cost of additional Product sufficient to make up such loss in power, (iii) or by repairing or replacing the applicable Product.

5. EXCLUSIONS AND LIMITATIONS

5.1 Warranty claims are effective only if filed within the applicable warranty period.

5.2 This Limited Warranty does not apply to any Product malfunctions or other problems arising from or related to any of the following: installation done improperly, installation done by persons that are not qualified experts, or installation not in accordance with prudent electrical practices; improper mounting and/or set-up on unsuitable substructures based on non-compliance with static requirements; improper or insufficient system layout and/or configuration; improper handling; operation under unfavorable ambient conditions, including but not limited to conditions deviating from applicable specifications, manuals or rating plate data; influences such as dirt on the front pane, contamination or damage due to climatic conditions, smoke, salt, corrosion or similar circumstances, unless exceptions are expressly permitted according to the technical specifications of Supplier; the use of any Product on mobile units such as vehicles, ships, buoys, offshore structures, etc., unless exceptions are expressly permitted by the technical specifications of Supplier; any commissioning or operation under ambient conditions and operating modes inconsistent with the Product's intended use; improper transportation; non-observance of rating plate data; negligent or improper maintenance (including but not limited required periodic function checks); improper Product configuration(s) or unsuitable measuring and testing procedures; glass breakage and/or glass damage and/or other external impacts; contact with chemicals or other similar substances; cosmetic defects stemming from normal wear and tear of Product materials; any uncontrollable

circumstance force majeure, including but not limited to earthquakes, hurricanes; severe winds, volcanic eruptions, floods, landslides, frost, damage by hail or snow, avalanches, flying objects, direct and/or indirect lightning strikes, vandalism and/or theft and/or other uncontrollable events.

5.3 To the extent not prohibited under applicable law, this Limited Warranty does not cover any transportation costs for return of the Product, or for reshipment of any repaired or replaced Product, or cost associated with installation, removal or reinstallation of the Product.

5.4 Warranty claims will not apply if the type or serial number of the Product is altered, removed or made illegible.

6. WARRANTY CLAIMS PROCEDURES

6.1 This Limited Warranty is transferable to the secondary purchaser of Product only if the Product remains installed in its original location.

6.2 If you feel you have a valid claim covered by this Limited Warranty with respect to any Product, then immediately contact CENTROSOLAR America Inc. toll-free at 1-877-348-2555 for information on how to obtain warranty service. Please be sure to have available proof of purchase. Product serial numbers, photos of the product in question and additional information may be required to be submitted by the Customer to the Supplier, at the Supplier's discretion, prior to warranty claim authorization and/or approval.

6.3 The return of any Product will not be accepted unless prior written authorization has been given by Supplier.

7. DISPUTES RESOLUTION

7.1 Any disputes that cannot be resolved by Supplier and Customer themselves shall be resolved by binding arbitration in Scottsdale, Arizona, conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator(s) in such arbitration shall be authorized and instructed to award to the prevailing party, as part of its award, an amount equal to the prevailing party's costs of arbitration, including, without limitation, reasonable attorneys' fees.