



General conditions of LIMITED WARRANTY

“Module SAM 300Wp 60/6”

“Module SAM 340Wp 120L HALF-CUT”

“Module SAM 370Wp 120W HALF-CUT”

“Module SAM 370Wp 126 HALF-CUT BACK CONTACT”

“Module SAM 400Wp 108-M10 HALF CUT”

TWELVE (12) YEARS LIMITED PRODUCT WARRANTY

SUNAGE SA Warrants to the original buyer (“The Buyer”) that for Twelve (12) years from the Warranty Start Date, its Photovoltaic modules (“PV modules”) shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. Any damage caused by abrasion, improper installation, artificial damage or animals are excluded from this warranty.

Any color change but not stem from the workmanship and/or material defect, and does not cause any degradation of the module performance shall not deemed as Defect.

TWENTY-FIVE (25) YEARS LIMITED PERFORMANCE WARRANTY

SUNAGE warrants that the Degradation Rate shall not exceed the following for the periods identified following the Warranty start date:

- For Polycrystalline PV modules: 2.5% in the first year, there after 0.70% per year, ending with not less than 80.70% of the nominal power by the end of year 25th.
- For Monocrystalline PV modules: 3.0% in the first year, there after 0.68% per year, ending with not less than 80.68% of the nominal power by the end of year 25th.

The actual power output of the PV module shall be determined for verification using Standard Testing Conditions only. The actual power output measurement is either carried out by a SUNAGE facility or by a SUNAGE recognized third-party testing institute. Testing equipment uncertainty will be applied to all actual power output measurements.

WARRANTY START DATE

The Warranty Start Date shall be defined as the date of delivery by SUNAGE to the Buyer or ninety (90) days after the module manufacturing date, whichever date is earlier.

REMEDY

SUNAGE will, at its option, either repair or replace or refund with the purchase price as paid by the Buyer or provide the additional PV Module to compensate the power loss of any PV Modules that breaching this warranty. The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the Limited Warranty Statement.

EXCLUSIONS AND LIMITATIONS

- Warranty claims must in any event be filed within the applicable Warranty period.
- The Limited Warranties do not apply to any PV Modules which in SUNAGE’s reasonable discretion have been subjected to: misuse, abuse, neglect or accident; alteration, improper installation or application; nonobservance of SUNAGE’s installation, users and/or maintenance instructions; power failure surges, lightening, flood, fire, hail storms, accidental breakage or other events outside SUNAGE’s control.



- The Limited Warranty does not cover any transportation costs for return of the PV Module, or for reshipment of any repaired or replaced PV Module, or cost associated with installation, removal or reinstallation of the PV Module.
- Warranty claims will not be accepted if the type or serial number of the PV modules is altered, removed or made illegible.

LIMITATION OF WARRANTY SCOPE

Subject to the limitations under applicable law, 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 *SUNAGE* unless such other warranties, obligations or liabilities are expressly agreed to in writing signed and approved by *SUNAGE*.

SUNAGE 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 *SUNAGE* be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded. *SUNAGE* aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price paid to *SUNAGE* by the buyer, for the unit of product.

OBTAINING WARRANTY PERFORMANCE

If customer has a justified claim covered by this Limited Warranty, customer should immediately send such notification to *SUNAGE*. In addition, customer should enclose evidence of the date of delivery of the PV module. The return of any PV modules will not be accepted unless prior written authorization has been given by *SUNAGE*. All claims, questions or concerns under this Limited Warranty must be delivered to *SUNAGE*.