

## LIMITED WARRANTY

The limited warranty specified below (the “Limited Warranty”) is issued by Sunflare Co., located at 1693 Yeager Ave, Laverne, CA 91750, or its successors or assigns (“Sunflare”), and shall apply exclusively to Sunflare Solar Module models listed under Section 14 below (the “Module(s)”) sold by Sunflare, and installed by a licensed contractor under applicable local and state laws, and extend only to the original end use purchaser and subsequent owner(s) of the location on which the Module(s) is originally installed (all such persons, the “Customer”).

### 1. WARRANTY START DATE

The warranty start date (“Warranty Start Date”) shall be the date of purchase by the original end use purchaser. If the Customer is unable to provide adequate documentation of the original purchase, the Warranty Start Date shall be ninety (90) days after the Module(s) was manufactured.

### 2. 25 YEARS LIMITED WARRANTY FOR MODULE(S)

Subject to the terms and conditions of this Limited Warranty, Sunflare shall, at its sole option, repair or replace the Module(s) if it proves to be defective in material or workmanship for a period ending twenty-five (25) years from the Warranty Start Date under normal application, installation, use and service conditions (a “Product Defect”). Any deterioration in the appearance of the Modules(s) (including, without limitation, any scratches, stains, mechanical wear, rust, or mold) or any other changes to the Modules(s) which occur after delivery (Incoterm 2010) to the Customer, do not constitute a Product Defect under this Limited Warranty. This Limited Warranty does not warrant a specific power output of the Modules, which shall be exclusively covered under Section 3.

### 3. 25 YEARS LIMITED WARRANTY FOR POWER OUTPUT

Subject to the terms and conditions of this Limited Warranty, Sunflare warrants that for a period of one (1) year from Warranty Start Date the actual power output of the module shall be no less than ninety-seven percent (97%) of the labeled power output. From the second year, the warranty for power output shall decline annually by no more than 0.8% in each of the remaining twenty-four (24) years, so that during the twenty-fifth (25th) year, an actual output of at least 80% of the labeled power output shall be achieved (the “Performance Warranty”). Failure to meet the Performance Warranty is defined herein as a “Performance Defect.” In the event of a Performance Defect claim, the power output of any Module(s) described in this Section 3 shall be measured by Sunflare under the Standard Test Conditions defined in the IEC standards EN 61215 and 60904-3 in effect as of the Warranty Start Date.

### 4. REMEDIES

#### a. Defect Remedy

If Sunflare determines, following a Warranty Claim, that a Module has a Product Defect, then Sunflare shall, at its sole discretion, within a reasonable time: (i) remedy or repair the Product Defect; or (ii) provide a replacement module in place of the Module(s) with the Product Defect.

#### b. Performance Warranty Remedy

If Sunflare determines following a Warranty Claim that a Module has a Performance Defect, then Sunflare shall, at its sole discretion, within a reasonable time: (i) remedy or repair the Performance Defect; (ii) provide a replacement module in place of the Module(s) that has the Performance Defect; or (iii) make up the difference to the guaranteed power output by replacing the Module(s) or providing additional modules.

#### c. Sole and Exclusive Remedy and Obligation

The remedies set forth in this Limited Warranty shall be the sole and exclusive remedies, and the original warranty period in this Limited Warranty shall not extend beyond the period set forth therein, nor shall a new warranty period begin, upon repair, replacement or pro-rated refund due to power loss at Sunflare’s

sole option provided under this Limited Warranty. In the event the Module(s) is no longer available, Sunflare reserves the right, at its sole option, to deliver new or remanufactured module(s) that may differ in size, color, shape, model number, and/or power level.

## 5. LIMITED WARRANTY EXCLUSIONS

The aforementioned "Limited Warranty" does not apply to any Module(s) which have been subjected to:

- a) failure to pay the purchase price for the Module(s);
- b) usage, transport, storage, installation and/or handling in any manner that fails to strictly comply with the installation manual and the packaging and transportation information sheet applicable to the Module(s);
- c) system or components of such system that are of a design, configuration or installation that does not meet the standards typically used by experienced professionals in the industry;
- d) incorrect, improper or inadequate service, operation or maintenance of the Module(s), or any normal wear and tear of the Module(s);
- e) damage caused by extreme environmental sources of impact, including, but not limited to (i) acid rain or snow, (ii) blowing sand, (iii) saline air, (iv) pollution of any kind in the air, soil or groundwater, (v) unusual oxidation levels, (vi) mold, or (vii) any nearby fire, explosion, smoke or charring;
- f) damage caused by acts of nature or acts of God, including, but not limited to, lightning, hail, frost, snow, storms, tidal waves, floods, extreme temperatures, earthquakes, typhoons, tornadoes, volcanic eruptions, meteorites, ground motions, earth fissures or landslides;
- g) damage caused directly or indirectly by acts of violence or intervention by third parties or external forces, including but not limited to, misadventure, riots, war, insurrection, communal violence, unintentional damage by third parties, vandalism, damage caused by animals, and/or acts or omissions by third parties beyond the reasonable control of Sunflare;
- h) Module(s) are modified or used in processes involving other products, without obtaining the prior written consent of Sunflare;
- i) the serial number or product label has been removed, changed, deleted or made unrecognizable;
- j) use of the Module(s) in such a manner as to infringe upon Sunflare's or any third party's intellectual property rights (e.g. patents, trademarks); or
- k) the Customer fails to notify Sunflare of a Product Defect or Performance Defect within thirty (30) days of the initial discovery or prior to the end of the applicable warranty period set forth in Section 2 or Section 3.

## 6. LIMITATION OF WARRANTY SCOPE

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE MODULE(S) IS LIMITED IN DURATION OF THIS LIMITED WARRANTY. UNDER NO CIRCUMSTANCES SHALL SUNFLARE BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST GOODWILL, LOST REVENUES OR PROFITS, WORK STOPPAGE, MODULE(S), FAILURE, IMPAIRMENT OF OTHER GOODS, COSTS OF REMOVAL AND REINSTALLATION OF THE MODULE(S), LOSS OF USE, INJURY TO PERSONS OR PROPERTY ARISING OUT OR RELATED TO THE MODULE(S). SUNFLARE'S TOTAL LIABILITY, IF ANY, DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE MODULE(S) OR SERVICE(S) FURNISHED, WHICH IS THE SUBJECT OF A CLAIM OR DISPUTE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES THE

CUSTOMER SPECIFIC LEGAL RIGHTS; CUSTOMERS MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

## 7. WARRANTY CLAIMS

### a. *Customer Inspection*

The Customer must inspect the Module(s) for visible defects when delivered. The Customer must notify Sunflare of any defect immediately, but in no event later than thirty (30) days any such defect was discovered during such visible defect inspection process.

### b. *Warranty Claims*

The Customer shall be entitled to make claims under this Limited Warranty (“Warranty Claims”) only if the Customer has provided documented evidence sufficient to prove that the malfunctioning or non-conformity of the Module(s) resulted exclusively from a Product Defect or Performance Defect covered by this Limited Warranty.

### c. *Warranty Claim Compliance*

The Customer must comply with Sunflare’s then-current return merchandise authorization (“RMA”) process to make any Warranty Claim. Sunflare shall not accept any Warranty Claims not in compliance with the RMA or Warranty Claims that use the delivery of any unauthorized return shipments of Module(s).

### d. *Warranty Claim Procedure*

The Customer is responsible for shipping the Module(s) to Sunflare for evaluation at the Customer’s expense. Sunflare shall pay the costs of a technical inspection and, in the event that the Warranty Claim is confirmed by such inspection, transportation. Otherwise, the Customer shall be charged with these costs. To make a Warranty Claim, the Customer must submit the original receipt or invoice, which bears the date of the purchase and of the delivery and the serial numbers of the relevant Module(s).

### e. *Ownership Interest*

The Module(s) sent to Sunflare in the course of the RMA process shall remain the property of the Customer until any inspection has been completed and Sunflare provides a replacement or refund. At the time any re-fund or delivery of a replacement Module(s) to the Customer takes place under this Limited Warranty, the ownership interest of the defective module passes to Sunflare.

## 8. OBTAINING WARRANTY PERFORMANCE

Customers who believe they have a justified claim covered by this Limited Warranty must immediately submit such claim in writing, with supporting information including but not limited to the claimed quantity, serial numbers, purchasing invoices and proofs, to Sunflare within the applicable warranty period specified above to the following address, or such future address as Sunflare Solar may provide from time to time:

Sunflare Corporation  
1693 Yeager Ave  
La Verne, CA 91750  
[service@sunflaresolar.com](mailto:service@sunflaresolar.com)

## 9. FORCE MAJEURE

Sunflare shall not be responsible or liable to the Customer or any third party for any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, strikes, riots, unavailability of suitable and sufficient labor, material, capacity, technical, yield failures or any other unforeseen event beyond Sunflare’s control, including, without limitation, any technological, physical event or condition which is not reasonably known or understood at the time of sale of the Module(s) or the claim.

## 10. DISPUTES

Except to the extent prohibited by applicable law, the Customer agrees she/he shall not bring any action, regardless of form, arising out of or in any way connected with this Limited Warranty, more than one (1) year after the cause of action has occurred.

## **11. SEVERABILITY**

If a part, provision or section 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 the Limited Warranty shall be treated as severable.

## **12. GOVERNING LAW**

All matters arising from or relating to this Limited Warranty shall be governed by the laws of the State of New York, without regard to its choice of law rules. The UN Convention on the International Sale of Goods shall not apply.

## **13. WAIVER OF JURY TRIAL; JURISDICTION**

Any dispute, controversy or claim arising out of or relating to this Limited Warranty or any of its provisions, or the breach, termination, interpretation, enforcement or validity thereof, including any dispute hereby is waived to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Limited Warranty. Any dispute, controversy or claim arising out of or relating to this Limited Warranty or any of its provisions, or the breach, termination, interpretation, enforcement or validity thereof, including any dispute irrevocably is submitted to the jurisdiction of the courts of the State of New York and the federal courts of the United States of America located in the State of New York solely in respect of the interpretation and enforcement of the provisions of this Limited Warranty.

## **14. VALIDITY**

This Limited Warranty is valid from October 1, 2018 and shall apply to below Module(s) sold to specific Customer(s) on or after this date.

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This Limited Warranty shall remain valid until a new version of warranty applying to the Module(s) is released by Sunflare.