



Limited Warranty Terms and Conditions

SoloPower® Solar Modules – SFX1, SFX2, and SFX3 (release 1-2012)

SoloPower, Inc. ("SoloPower") provides the following limited warranties to purchasers of the SoloPanel™ SFX1, SFX2, and SFX3 product lines of flexible photovoltaic ("PV") modules ("Modules"), subject to the exclusions, limitations, conditions, and procedures contained herein. The limited warranties are applicable to Modules sold with a warranty on or after January 1, 2012, that are shipped to and put into service or use in the United States, Canada, the European Union, China, Japan, Korea, Singapore, Australia, and New Zealand. The SoloPower limited warranties run for the time periods specified in Section 1 beginning on the earlier of (i) the date of sale to the original end customer (the "Original End Customer"), or (ii) the date that is six months from the date of shipment from SoloPower (the "Warranty Start Date").

SECTION 1 – Limited Warranties

A. Limited Warranty of Materials and Workmanship (5 years)

SoloPower warrants for a period of five (5) years from the Warranty Start Date that the Module will be free from defects in materials and workmanship under normal use, installation, operation, and service (and provided that the Module is installed, operated, and serviced as specified in the SoloPower SFX Series Solar Module User Guide issued with the Module (the "User Guide")). This limited warranty of materials and workmanship does not warrant a specified level of power output, which is exclusively covered under the limited warranty of power output. If the Module is in breach of the foregoing limited warranty, SoloPower will, in its sole discretion, (i) repair the Module, or (ii) replace the Module, or (iii) refund the original purchase price paid to SoloPower for the Module by SoloPower's direct customer or the SoloPower authorized dealer or reseller. If SoloPower elects to repair or replace the Module, instead of refunding the original purchase price paid to SoloPower, this will not result in a new warranty or new warranty terms or in an extension of the time periods applicable to the original limited warranty.

B. Limited Warranty of Power Output (25 years)

SoloPower warrants the Module for the period of twenty-five (25) years from the Warranty Start Date against degradation of power output, such that, under normal use, installation, operation, and service (and provided that the Module is installed, operated, and serviced as specified in the User Guide), the Module will produce (1) not less than 90% of the minimum rated power output for Years 1 to 10, and (2) not less than 80% of the minimum rated power output rating for Years 11 to 25, when measured at optimum voltage under standard test conditions ("STC") of 1000W/m² solar irradiance, AM 1.5, and a cell temperature of 25 C, and as further described in the User Guide. Power output shall be measured and normalized to STC using a test method and laboratory approved by SoloPower in its sole discretion. If the Module is in breach of the foregoing limited warranty, SoloPower will, in its sole discretion, (i) provide extra Modules to make up the power output deficiency, or (ii) repair the Module, or (iii) replace the Module, or (iv) refund the original purchase price paid to SoloPower for the Module by SoloPower's direct customer or the SoloPower authorized dealer or reseller, but for claims made in Years 3 to 25 under the limited warranty for power output, SoloPower will reduce such refund by 4% per year, calculated beginning from the Warranty Start Date. If SoloPower in its sole discretion elects to repair or replace the Module or supply additional Module(s), instead of refunding the specified portion of the original purchase price paid to SoloPower, this will not result in a new warranty or new warranty terms or in an extension of the time periods applicable to the original limited warranty.

SECTION 2 – Exclusions From Warranty Coverage

A. The limited warranties do not apply to a Module if the defect or the degradation in power output is determined by SoloPower to be a result of any of the following conditions (or a combination of any of them):

- (1) Improper use, installation, wiring, handling, storage, maintenance, or cleaning of the Module.
- (2) Damage due to installation at a location where conditions deviate from the standard operating conditions set forth in the User Guide, including, without limitation, damage due to water pooling on the Module.
- (3) Damage from abuse, alteration, or vandalism, or due to plants, insects, or animals, or due to repairs performed by anyone other than SoloPower or a SoloPower authorized repair facility.
- (4) Improper storage or transportation prior to installation.
- (5) Damage from external stress, impact, foreign objects, or falling rocks or debris, but during the five-year warranty period for the limited warranty for materials and workmanship, this exclusion does not include damage that is attributable to a defect in the Module materials or workmanship.
- (6) Damage caused by vibrations, rust, scratching, abrasions, cuts, or penetrations.
- (7) Environmental pollution (whether man-made or not), including soot, ozone pollution, air pollution, salt damage, or acid rain.
- (8) Defects in the PV system equipment, or its non-compatibility with the Modules, or its lack of compliance with applicable codes.
- (9) Damage or corrosion caused by roofing materials, chemicals, or substrates, including those used for corrosion resistance, thermal expansion and contraction, and moisture barriers and sealing.
- (10) Power or voltage surges or damage caused by the electrical grid.
- (11) Natural disasters, earthquakes, fires, typhoons, tornadoes, hurricanes, volcanic activity, volcanic clouds, dust storms, dust clouds, floods, tsunamis, lightning, or other acts of God, or other events that are beyond the reasonable control of SoloPower.
- (12) Acts of terrorism, criminal acts, riots, wars, civil unrest, nuclear explosions or releases, radiation, or man-made disasters.

B. Discoloration or stains on the Module are excluded under the limited warranties, unless they cause degradation in power output that is covered by the limited warranty of power output.

C. The limited warranties are void and coverage is excluded if the type or serial number of the Module has been intentionally altered, removed, or made illegible.

D. The limited warranties do not cover the costs of any on-site labor and any costs associated with the installation of the Module, or the removal and transportation of the Module in connection with a warranty claim, or reinstallation of the Module or any components thereof, or any costs of labor or materials associated with the mounting structures or the balance of system or electrical components or connections related to the Module.

Section 3 – Limitations Applicable to Warranties and Remedies

A. THE LIMITED WARRANTIES SET FORTH ABOVE ARE THE ONLY WARRANTIES APPLICABLE TO THE MODULES. SOLOPOWER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, SOLOPOWER SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE SALE OR USE OF THE MODULE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST SERVICES, OR THE COST OF SUBSTITUTE SERVICES. SOLOPOWER'S AGGREGATE LIABILITY FOR SALE OR USE OF THE MODULE SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE ORIGINAL PURCHASE PRICE PAID TO SOLOPOWER FOR THE MODULE BY SOLOPOWER'S DIRECT CUSTOMER OR THE SOLOPOWER AUTHORIZED DEALER OR RESELLER.

B. THE REMEDIES SET FORTH ABOVE ARE THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY BY SOLOPOWER. The sole purpose of this exclusive remedy shall be to provide for the repair, replacement, or supplementation of, or the refund of the purchase price of, Modules in breach of warranty. This exclusive remedy shall not be deemed to have failed its essential purpose so long as SoloPower is willing and able to repair, replace, or supplement, or refund the specified portion of the purchase price of, the Modules in breach of warranty, as described under the terms of the foregoing limited warranties.

C. The rights granted by this limited warranty are in addition to any mandatory or non-waivable statutory or other legal rights granted or existing under laws of the jurisdiction in which the Module was delivered or first installed and those legal rights are not affected by this limited warranty. If required by the law of the jurisdiction in which the Module was delivered or first installed (but only to the extent so required), nothing in this limited warranty shall operate or shall be construed to operate so as to exclude or restrict the liability of SoloPower for death or personal injury caused by reason of the negligence of SoloPower or its servants, employees, or agents.

SECTION 4 – General Conditions Applicable to Warranties

The following general conditions apply to ALL warranted SoloPower Modules and are a limitation on the limited warranties provided herein:

A. Warranty claims must be filed in accordance with the procedure under Section 5 within the applicable limited warranty period to be valid. The Original End Customer (or its successor or assign in accordance with Section 4.C. hereof) may make a warranty claim, but if the Original End Customer did not purchase the Module directly from SoloPower, then it must file the warranty claim with the SoloPower authorized dealer or reseller from whom the Original End Customer purchased the Module, or if no longer in business, another designated SoloPower authorized dealer or reseller, to be valid.

B. Only one remedy selected by SoloPower in its sole discretion (supplying extra Modules, or repairing or replacing the original Modules, or refunding the original purchase price paid to SoloPower (as adjusted, if applicable)), will be carried out. SoloPower's total liability under either or both limited warranties shall not exceed the amount of the original purchase price paid to SoloPower for the Module by SoloPower's direct customer or the SoloPower authorized dealer or reseller.

C. Notwithstanding anything to the contrary in this warranty document, the limited warranties provided herein shall apply only so long as the Module has not been removed from the building, structure, or land on which the Module was first installed, except for purposes of return in accordance with the procedures under Section 5. The limited warranty is transferrable to a successor or assignee only when the Module remains installed at the original location. A transferred limited warranty shall remain in effect only for the remaining time period of the original limited warranty.

D. Modules or parts thereof that are replaced by SoloPower will become the property of SoloPower. If SoloPower rejects the warranty claim, the customer must arrange to ship or dispose of the Module at its own expense. SoloPower has the right to dispose of the Module, if it is left at SoloPower or its authorized laboratory or repair facility for more than 90 days following the sending of a notice of rejection of the warranty claim.

SECTION 5 – Procedures for Obtaining Warranty Service

If the customer believes that there is a claim covered by these limited warranties, the customer must promptly notify SoloPower, if the Module was bought directly from SoloPower, or the authorized SoloPower dealer or reseller from which the Module was bought. Warranty claims must be submitted to SoloPower with a description of the claimed defect, the Module Serial Number, and evidence indicating the purchase date. SoloPower, in the case of a Module that was bought directly from SoloPower, or otherwise the dealer or reseller will give advice on handling the claim and obtaining a Return Materials Authorization ("RMA") number from SoloPower. SoloPower will not accept the return of any Modules without its prior written authorization and the issuance of a RMA number, which must accompany the warranty claim. You must arrange and pay for shipping of the Module to SoloPower's headquarters in San Jose, California, USA, or to an authorized laboratory or repair facility approved in writing by SoloPower in its sole discretion.

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