

PV Module Limited Warranty
Mission Solar Energy LLC

Mission Solar Energy LLC (Mission Solar) provides the following Limited Product Warranty and Limited Power Warranty (collectively, "Limited Warranty") to the original end user purchaser (the "Customer") with respect to its photovoltaic module products ("Modules"), subject to the conditions, exclusions, and limitations set forth below.

1) Warranty Start Date

The Warranty Start Date for a Module is either the date of purchase by the Customer or twelve (12) months after the date of production as indicated in the serial number (digit numbers 2-5 (YYMM) starting from the left side), whichever date is earlier.

2) Limited Product Warranty

Mission Solar warrants to the Customer that the Module(s) shall be new and free from defects in the materials and workmanship under normal application, use, and service conditions (as specified in the Installation and User Manual), and will conform to the specifications and drawings applicable thereto, during the period beginning on the Warranty Start Date and ending one hundred twenty (120) months after such Warranty Start Date.

If a Module fails to conform to this Limited Product Warranty during this ten-year period, Mission Solar shall, at its sole option, either (a) repair or replace the non-conforming Module at no charge to the Customer for replacement modules or parts, or (b) provide the Customer with a refund equal to the historical purchase price of the Module, annually reduced by a linear depreciation of ten (10) percent.

- a) This Limited Product Warranty covers glass breakage provided that there was no external cause of breakage.
- b) Any deterioration in appearance of the product (including, without limitation, scratches, stains, mechanical wear, rust, or mold), or any other changes to the product which occur after delivery to the Customer do not constitute a defect under this warranty.
- c) This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under the Limited Power Warranty below.

3) Limited Power Warranty

Mission Solar warrants that if, within twenty-five (25) years from the Warranty Start Date, any Module exhibits a power output (Output Threshold) less than the percentage applicable to such year (as set forth in the Output Schedule below) of the nominal power output for that Module as specified on its original product label (the Rated Maximum Power), and if such decrease in power below the Output Threshold is determined to be due to defects in the materials or workmanship under normal application, use, and service conditions as specified in the Installation and User Manual, Mission Solar shall, at its sole option, either (a) repair or replace the non-conforming Module at no charge to the Customer for replacement modules or parts, (b) provide the Customer with additional Module(s) to make up for such decrease in power so that the power output equals or exceeds the Output Threshold, provided, it is possible for the Customer to mount such additional Module(s), or (c) refund the difference between the actual power output of the Module and the Output Threshold, based on the current market price of a comparable Module at the time of the Customer's claim.

- a) For purposes of determining Module power output, measurements shall be based on, or normalized to, standard test conditions of 1000W/m² irradiance, 25°C cell temperature, and AM 1.5 light spectrum. Measurements shall be made in accordance with IEC 60904, and shall account for measurement system error in accordance with EN 50380.
- b) Output Schedule for P-Type Mono Modules: 3.0% in the first year, and linearly 0.7% per year thereafter, ending in 80.20% in the 25th year after the Warranty Start Date.
- c) Output Schedule for P-Type Multi Modules: 2.5% in the first year, and linearly 0.7% per year thereafter, ending in 80.70% in the 25th year after the Warranty Start Date.

4) General Conditions, Exclusions, and Limitations

- a) **No Other Express Warranty:**
The Limited Warranty as stated herein shall be the sole and exclusive warranty granted by Mission Solar and shall be in lieu of all other express or implied warranties. In no event shall any warranties, including but not limited to any warranties of merchantability, fitness for a particular purpose, use, or application, or non-infringement, extend beyond the applicable warranty period identified in the sections above. Provision of remedies in the manner described herein shall constitute complete fulfillment of all liabilities and responsibilities of Mission Solar to the Customer with respect to the Modules. No seller of Modules or any other person is authorized to make any warranties other than those set forth herein, or to extend the duration of the Limited Product or Limited Power Warranties beyond the periods detailed in the Limited Warranty, on behalf of Mission Solar.
- b) **Limitation of Liability:**
Under no circumstances shall Mission Solar be liable for incidental, consequential, or special damages, howsoever caused. Loss of use, profits, production, and/or revenues are specifically and without limitation excluded. Under no circumstances shall Mission Solar's liability for non-conforming Modules exceed the purchase price paid by the customer for such Modules, plus reasonable transportation costs.
- c) Claims under the Limited Warranty must be received by Mission Solar within the applicable warranty period for the Limited Warranty to be effective. The sales receipt from the first Customer purchase, or other reasonable documentary proof, is required in order to establish the Warranty Start Date.
- d) The Limited Warranty does not apply to any Modules which have been subjected to:
 - i) Non-observance of Mission Solar's Installation and User Manual.
 - ii) Alteration, repair, or modification without the express, prior consent of Mission Solar.
 - iii) Service by a solar technician who is not qualified under the relevant law and/or applicable regulations at the place of installation.
 - iv) Alteration, removal or obliteration of the original Module label.
 - v) Misuse, abuse, neglect, or accident in storage, transportation, handling, installation, application, use, or service.

- vi) Defects due to cosmetic blemishes associated with installation or the normal wear and tear of Modules.
 - vii) Removal of Modules and reinstallation at a new site.
 - viii) Electrical surges, lightning, flood, fire, vandalism, tampering, accidental breakage, mold, discoloration, other force majeure event, or other events beyond Mission Solar's control, including without limitation any technological or physical event or condition that is not reasonably known or understood at the time the Customer purchased the Modules.
 - ix) Installation on mobile platforms (excluding single or dual axis trackers specifically designed for solar) or in a marine environment, direct contact with corrosive agents or salt water, pest damage; or malfunctioning photovoltaic system components and other operating conditions, which are not expressly allowed in the installation and User Manual.
 - x) Defective components in the structure on which the Module is mounted.
 - xi) Failure to pay the purchase price towards Mission Solar which has put the Module on the market when payment was due. Mission Solar must inform the Customer about the non-payment and provide the name and full address of the reseller which has failed to pay the Module purchase price. In the case that Mission Solar rejects the warranty claim under this provision, the Customer can deposit the amount not paid in order to activate the Limited Warranty.
- e) Neither the Limited Product Warranty nor the Limited Power Warranty cover any costs associated with Module installation, removal of non-conforming Modules, or re-installation of repaired, replacement, or additional Modules, or the costs of any of the foregoing. For accepted warranty claims, Mission Solar shall be responsible for reasonable costs of a typical local standard associated with transporting non-conforming, repaired, replacement, or additional Modules from and to the Customer.
 - f) Any additional Modules provided, repaired, or replaced by Mission Solar under a warranty claim shall be covered by the same Limited Warranty and terms as the original PV modules that were subject to the claim. No warranty periods or terms shall be extended because of a warranty claim or remedy.
 - g) Mission Solar shall make commercially reasonable efforts to replace non-conforming Modules with new or refurbished Modules or the same or similar size and aesthetics but reserves the right to deliver a different Module type in the event that Mission Solar has discontinued production of the non-conforming Module type. For US Customers, replaced Modules and parts shall become property of Mission Solar.
 - h) This Limited Warranty shall be construed as a separate warranty and independent from any other contractual arrangement with third parties relating to the Modules. It shall not affect any rights, obligations, and remedies to the Customer, if any, with regard to third parties for defects, non-conformity, or non-compliance of the Modules. The rights and remedies provided hereunder are in addition to any other rights and remedies against third parties to which the Customer may be entitled by agreements with such third parties or by law.

5) Warranty Transfer

This Limited Warranty is transferable to (i) a subsequent purchaser of the Modules or installation location so long as the Modules remain installed at the original installation location, or (ii) any purchaser of Modules from an authorized reseller prior to such Modules' installation.

6) Obtaining Warranty Service

a) In the event of a warranty claim, the Customer should promptly contact the seller from which they purchased the Modules, who will provide instructions for filing the claim.

b) In the event that the original seller no longer exists or cannot be reached, or if Modules were purchased originally from Mission Solar, the Customer should notify Mission Solar by email, letter, or phone call to the below address, specifying each claim including evidence of claims and the serial number of the affected Modules. Customer may be asked to provide items, not limited to, receipt of purchase, pictures of the affected Modules, and power output data.

Mission Solar Energy LLC
8303 South New Braunfels Avenue
San Antonio, TX 78235
T: +1 (210) 531-8600
F: +1 (210) 532-2215
E: info@missionsolar.com

c) Mission Solar will not accept the return of allegedly non-conforming Modules unless prior written authorization has been provided by Mission Solar.

d) In the event that a claim is rejected by Mission Solar, the Customer is entitled to challenge the results by appealing to an accredited, first class testing laboratory that is approved by both parties.

e) Any claim for breach of this Limited Warranty must be brought within two (2) months after discovery of the non-conformance.

7) Force Majeure

Mission Solar shall not be held responsible or liable in any way to the Customer in the event of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of Mission Solar. In such cases, performance by Mission Solar of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

8) Severability

If any part, provision, or clause of this Limited Warranty, or the application thereof to any person or circumstance, is held invalid, void, unenforceable, or contrary to law, then the validity of the remaining sections of this Limited Warranty shall remain in full force and effect, and to this end all sections of this Limited Warranty shall be treated as severable.