



## Innergy Power Limited Warranty for PV Modules

### 1. Limited Product Warranty — Two Year Repair, Replacement or Refund Remedy

Innergy Power Corporation, with offices at 940 Disc Drive, Scotts Valley, CA 95066 warrants its Photovoltaic modules (PV modules), to be free from defects in materials and workmanship under normal, application, installation, use and service conditions. If the PV modules fail to conform to this warranty, then for a period ending twenty-four (24) months from sale to the original end-customer, Innergy Power will, at its option, either repair or replace the product, or refund the purchase price as paid by the Customer. The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the twenty-four (24) month period set forth herein. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (Limited Peak Power Warranty).

### 2. Limited Peak Power Warranty — Limited Remedy

For the PV modules IP1.5F, IP5F, IP5FM12, IP10F, IP10G, IP20F, IP20G, IP20PPF, IP20B, IP30B and IP75F Innergy Power additionally warrants:

If, within ten (10) years from date of sale to the Customer any PV module(s) exhibits a power output less than 90% of the minimum Peak Power at STC<sup>1</sup> as specified at the date of delivery in Innergy Power's Product Information Sheet, provided that such loss in power is determined by Innergy Power (at its sole and absolute discretion) to be due to defects in material or workmanship, Innergy Power will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power, or by repairing or replacing the defective PV module(s), or by refunding the Purchase Price taking into account a yearly depreciation of ten (10)% of the Purchase Price, at the option of Innergy Power.

### 3. Exclusions and Limitations

- A. Warranty claims must in any event be filed within the applicable Warranty period.
- B. The Limited Warranties do not apply to any PV modules which in Innergy Power's absolute judgment have been subjected to:
  - Misuse, abuse, neglect or accident;
  - Alteration, improper installation or application;
  - Non-observance of Innergy Power's installation-users-and maintenance instructions;
  - Repair or modifications by someone other than an approved service technician of Innergy Power;
  - Power failure surges, lightning, flood, fire, accidental breakage or other events outside Innergy Power's control.
- C. The Limited Warranties do not cover any transportation costs for return of the PV modules, or for reshipment of any repaired or replaced PV modules, or cost associated with installation, removal or reinstallation of the PV modules.
- D. When used in non-land based applications the Limited Peak Power Warranty, applying to any of the PV modules shall be limited to ten (10) years as per the provisions of clause 2 hereof.
- E. Warranty claims will not be honored if the type or serial number of the PV modules have been altered, removed or made illegible.

### 4. Limitation of Warranty Scope

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 INNERGY POWER, UNLESS SUCH OTHER WARRANTIES,

OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY INNERGY POWER. INNERGY POWER 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 INNERGY POWER 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.

INNERGY POWER'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE AS PAID BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH IS THE SUBJECT OF CLAIM OR DISPUTE.

SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

### 5. Obtaining Warranty Performance

If the Customer feels he/she has a justified claim covered by this Limited Warranty, he/she must immediately notify the (a) dealer, who sold the PV modules, or (b) any authorized Innergy Power distributor, of the claim in writing, or (c) send such notification to Innergy Power Corporation, (940 Disc Drive, Scotts Valley, CA 95066) directly. Together with the notification Customer should enclose evidence of the date of sales on which the Solar Products have been purchased. If applicable, Customer's dealer or distributor will give advice on handling the claim. If further assistance is required, Customer is invited to write Innergy Power for instructions. The return of any PV modules will not be accepted unless prior written authorization has been given by Innergy Power.

### 6. Severability

If a part, provision or clause of this Limited Warranty, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this Limited Warranty, and to this end such other parts, provisions, clauses or applications of this Limited Warranty shall be treated as severable.

### 7. Disputes

No actions, regardless of form, arising out of or in any way connected with this Limited Warranty, may be brought by the Customer more than one (1) year after the cause of action has accrued. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS; YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

### 8. Various

The repair or replacement of the PV modules or the supply of additional PV modules, does not cause the beginning of new warranty terms, nor shall the original terms of this Limited Warranty be extended. Any replaced PV modules shall become the property of Innergy Power. Innergy Power has the right to deliver another type of PV module (different in size, color, shape and/or power) in case Innergy Power discontinued producing the PV module in question at the time of the claim.

### 9. Force Majeure

Innergy Power shall not be in any way responsible or liable to the Customer or any third-party arising out 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, unavailability or suitable and sufficient labor, material, die, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the PV modules or the claim.

<sup>1</sup> "Peak Power" is the power in watt peak that a PV module generates in its maximum power point. "STC" are as follows (a) a light spectrum of AM 1.5, (b) an irradiation of 1,000 W per m<sup>2</sup> and (c) a cell temperature of 25 degrees Centigrade. The measurements are carried out in accordance with IEC60904 as tested at the junction box terminals per the calibration and testing standards of Innergy Power valid at the date of manufacture of the PV modules. Innergy Power's calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.