

## Limited Warranty for Samsung PV Module(s) Series: LPCxxxSM-\*\* (xxx: Output Power, \*\*: Model code)

### 1. Limited Product Warranty – Five (5) Year Repair, Replacement or Refund Remedy

Seller warrants the Products to be free from the defects and/or failures specified below for the period not exceeding five (5) years from the date of sale to the Customer.

- A) defects and/or faults caused by manufacturing,
- B) defects and/or faults caused by materials,
- C) non-compliance to the mutually agreed upon specifications.
- D) Exclusions: Damage caused by external shock and/or the description of Warranty Exclusion cases specified below.

Seller will, at its option, replace the defected and/or failed Products with compatible Products or repair or provide a refund solution. When Customer requests a warranty claim, a proof of non-exclusion cases is necessary. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under section 2 hereinafter (Limited Power Warranty).

### 2. Limited Power Warranty

- A) Seller additionally warrants: If, within ten (10) years from date of sale to the Customer of Seller any Product(s) exhibits a power output less than 90% of the Minimum Peak Power<sup>1</sup> as specified in label of the Products, provided that such loss in power is determined by Seller (at its sole and absolute discretion) to be due to defects in material or workmanship, Seller will replace such Products with compatible Products or repair or provide a refund solution or compensate power loss by providing additional Products, or refund a prorated portion of the purchase price at an annual depreciation rate of four percent (4%) of the purchase price, at the option of Seller. When the Customer requests a warranty claim, a proof of non-exclusion cases is necessary.
- B) Seller additionally warrants: If, within twenty five (25) years from date of sale to the Customer of Seller any Product(s) exhibits a power output less than 80% of the Minimum Peak Power<sup>1</sup> as specified in label of the Products, provided that such loss in power is determined by Seller (at its sole and absolute discretion) to be due to defects in material or workmanship, Seller will, at its sole option, replace such Products with compatible Products or repair or provide a refund solution or compensate power loss by providing additional Products, or refund a prorated portion of the purchase price at an annual depreciation rate of four percent (4%) of the purchase price, at the option of Seller. When a customer request a warranty claim, a proof of non-exclusion cases is necessary.

These remedies set forth in Section 2 are the sole and exclusive remedies provided under the Limited Power Warranty.

### 3. Exclusions and Limitations

- A) Warranty claims must be received within the applicable Warranty period, without exception.
- B) These Limited Warranties do not apply to any of the following:
  - 1. Products which in Seller's absolute judgment have been subjected to: misuse, abuse, neglect or accident; alteration, improper installation, application or removal (including but not limited to any installation, application, repair, service or removal by any party not authorized in writing by Seller); non-observance of Seller's installation, users and/or maintenance instructions; repair or modifications by someone other than an approved service technician

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<sup>1</sup> Minimum Peak Power = Peak power minus the Peak power tolerance (as specified in SEC's label). "Peak power" is the power in peak watts that a module generates at STC (Standard Test conditions: Irradiance of 1000 W/m<sup>2</sup>, light spectrum AM 1.5g and a cell temperature of 25 degrees C)

of Seller; power failure surges, lightning, flood, fire, accidental breakage or other events outside Seller's control.

2. Cosmetic change in appearance stemming from the normal wear and tear of Product materials.

3. Products installed in locations, which in Seller's absolute judgment may be subject to direct contact with salt water.

\* Seller considers the installations that are not followed the guilds in "Safety and Installation Instructions" as improper installation.

C) These Limited Warranties do not cover any costs associated with installation, removal or re-installation of the Products and customs clearance or any other costs for return of the Products.

D) Warranty claims will not be honored if the serial numbers of the Products have been altered, removed or made illegible.

#### 4. Limitation of Warranty Scope

These "Limited Warranties" as set forth herein are expressly in lieu of exclude all other express or implied warranties, including but not limited to warranties of non-infringement, merchantability, fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of Seller, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Seller. Seller 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 Products, including, without limitation, any defects in the Products, or from use or installation. Under no circumstances shall Seller be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. Seller's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the Customer, for the single unit of Products.

No action, 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.

#### 5. Obtaining of Warranty Service

A) This Limited Warranty is applicable only to the Customer who has purchased Products directly from Seller or from an authorized agent of Seller.

B) The return of any Products will not be accepted unless prior written authorization has been given by Seller. The written authorization should contain the Products model name, a description of the defect and/or failure, and the serial number located on the Products label attached to the backside of the Products, and the date on which the Products has been purchased.

C) For replacing, at Seller's sole option, Seller shall have the right to deliver another type of Products (different in size, color, shape and/or power) or refund a prorated portion of the purchase price at an annual depreciation rate of four percent (4%) of the purchase price if Seller has discontinued manufacture of the Products in question at the time the warranty claim is accepted.