Limited Product and Linear Performance Warranty

Limited Warranty on Silfab Solar Inc. and Silfab Solar USA Photovoltaic Module Products

1. Scope of Coverage

This warranties in Section 2 and 3 below (collectively, the "**Limited Warranties**") apply to all "Class A" solar modules manufactured by Silfab Solar Inc. or any of its affiliates or designated suppliers and sold after January 1, 2018 by Silfab or an authorized dealer/partner of Silfab Solar Inc. or its affiliates and covers all SLA, SLG, SIL ML, SIL NL, SIL BL, SIL MT, SIL NT, SIL HL, SIL XA, SIL NU, SIL HU, SIL BK, SIL NX, SIL HC, SIL HN, SIL BG, SIL HC+, SIL HM, SIL QM, SIL QD, SIL XM, XM+ SIL XL modules with serial number greater than 180102YXXXXO (the "**Products**"). The Limited Warranties are extended to the original end-user purchaser of the Products (the "**Purchaser**") and to any subsequent title holder of the modules (such Purchaser or subsequent title holder being the "**Owner**"), provided in all cases that the Products remain at their original installed location.

The availability, terms and conditions of the Limited Warranties may be amended from time to time. Please refer to *silfabsolar.com* for a copy of the current terms and conditions, including their effective date.

2. Limited Product Workmanship Warranty – 12 year Repair, replacement or refund – extendable to 25 years

Subject to the conditions and exclusions contained below, Silfab Solar Inc. ("**Silfab Solar**") warrants to the Owner that the Products shall be free in all material aspects from defects in materials and workmanship under normal application, installation, use and service conditions as may be specified in Silfab Solar's Product installation and maintenance manual, which is available at *silfabsolar.com* (the "**Installation and Maintenance Manual**"). The duration of the warranty given in this Section 2 is 12 (twelve) years from the date of delivery of the Products to the Purchaser, provided that if the Owner does not provide evidence of the delivery date, the warranty will begin on the date of manufacture of the Product (as applicable, the "**Warranty Start Date**"); provided that if, at the time the Products were purchased and installed, the original system installer was properly registered and qualified as a Silfab installer, such warranty period shall be extended to 25 years from the Warranty Start Date.

3. a) Limited Power Output Warranty –30 Years -Silfab Elite BG, Silfab Prime QD, Silfab Commercial QM, XM, XM+ Silfab Utility XL

Subject to the conditions and exclusions contained below, Silfab Solar warranties that within the first year from the Warranty Start Date, every **Product** (listed above in Section 3a – Silfab Elite BG, products, Silfab Prime QD, Silfab Commercial QM, XM, XM+, Silfab Utility XL), will have a power output that is 98% of the nameplate maximum power output specified for the Product ("**Pmax**"); Silfab Solar further warranties that from year 2 through 30 degradation will not exceed 0.30% of Pmax per year so that at the end of the 30th year,

every Product will have a power output that is at least 89.3% of the Pmax. The duration of the warranty given in this Section 3 is 30 years from the Warranty Start Date.

3. b) Limited Power Output Warranty –30 Years (All Products other than those listed in Section 3a)

Subject to the conditions and exclusions contained below, Silfab Solar warranties that within the first year from the Warranty Start Date, **all Products (other than those listed in section 3a),** will have a power output that is: (a) in the case of mono-crystalline modules, 97.1% of the nameplate maximum power output specified for the Product ("**Pmax**"); and (b) in the case of multi-crystalline modules, 97.5% of Pmax. Silfab Solar further warranties that from year 2 through 30 degradation will not exceed 0.50% of Pmax per year for mono crystalline and 0.70% of Pmax per year for multi-crystalline, so that at the end of the 30th year, every Product will have a power output that is: (a) in the case of mono-crystalline modules, at least 82.6% of the Pmax; and (b) in the case of multi-crystalline modules, 79.5% of Pmax. The duration of the warranty given in this Section 3 is 30 years from the Warranty Start Date.

The power outputs for the purposes of the warranties given in this Section 2 shall be those measured by Silfab Solar under the following Standard Test Conditions ("STC"): (i) irradiance of 1,000 W/m2¬; (ii) cell temperature of 25°C; and (iii) air mass 1.5. The remedies under Section 4 will apply if the power output does not meet the minimum levels set out in this Section 3, taking into account a ± 3% measurement tolerance range.

4. Silfab Limited Warranty remedies

In the event of a valid claim in respect of the Limited Warranties, Silfab will do one of the following:

a) repair or replace the defective Product with a new or refurbished Product of equal or greater Pmax;
b) provide additional new or refurbished Products to supplement any deficiency in power output;
c) provide a refund for the defective Product, which will be calculated based on the original invoice value of such Product, as pro-rated for the number of months remaining in the applicable warranty period and, in the case of a claim in respect of the warranties given under Section 3, for the difference between the actual power output and the minimum output required under the warranty.

5. Conditions of Limited Warranties

The Owner's right to the remedies described in Section 4 is subject to the following conditions:

a) Payment must have been made in full for the Products.
b) The Limited Warranties are for Products sold and installed in North American including Canada, USA, Mexico and any island nation or territory in the Caribbean Sea.
c) Upon request by Silfab Solar, the Owner must provide proof of purchase of the Products, evidence of the name of the original system installer and the date of installation, evidence satisfactory to Silfab

Solar that the Owner is an "Owner" as defined for the purposes of these Limited Warranties, and evidence that the Products remain installed at their original installation location.

d) The warranty period is measured from the Warranty Start Date for the original Products and is not extended or restarted in the event that defective Products are repaired or replaced, or new Products are provided, pursuant to Section 5.
e) The Limited Warranties are for the Products only and do not cover other systems, labor or components unless otherwise specified.
f) The Limited Warranties do not cover transportation costs for return of modules, or for reshipment of any repaired or replaced module, or cost associated with installation, removal or reinstallation of modules.
g) Silfab reserves the right to replace the Product with refurbished or different product that may have different specifications or dimensions (or both) than the original Product, provided that Pmax shall be no less than the original Products.
h) Remedy options will not be combined and Silfab will at its sole discretion provide one remedy option.
i) Any defective Product that is replaced will become the property of Silfab Solar.

6. Limited Warranty Exclusions

The Limited Warranties given in respect of a Product do not apply in the following circumstances:

a) the serial number of a Product is removed, altered or is illegible;
b) the Product is moved to a location other than its original installation location;
c) the Product has been installed or subject to use in a location that is within 5 meters of a saline water body or the Product, in Silfab's absolute judgement, may otherwise be subject to direct contact with salt water (including without limitation as a result of immersion, waves or salt spray);
d) the Product is used in a mobile application, including without limitation by installing the Products on any vehicle or craft;
e) the Products is used in combination with any device for concentrating or magnifying light or with any solar thermal system;
f) the Product is not installed with strict adherence to the instructions specified in Silfab's Installation and Maintenance Manual;
g) the Products is modified, serviced or repaired by any person other than Silfab or a third party approved in advance by Silfab;
h) the Product is clearly marked as "no warranty" (typically but not exclusively by stamp on the cover of the junction box).
i) in respect of cosmetic damage (including without limitation scratches, dents, corrosion, paint chipping, and discoloration) that does not affect power output;

j) in respect of damage that is caused by any of the following:

i. any transportation, storage, installation, wiring, interconnection, operation, cleaning or maintenance of the Products other than in accordance with (i) specifications, installation manuals, operational manuals, or labels attached to the Products; or (ii) applicable laws, including without limitation any local electrical codes;
ii. misuse, neglect, tampering, vandalism or accident by any person other than Silfab;
iii. incompatibility with, or malfunctioning of, or other damage caused by, the systems, devices or components to which the Products are connected or mounted;
iv. abrasions, tears or punctures of the Products by tools, by mounting hardware or by other components, structures, or natural features (e.g., tree branches) that come into contact with the Products;
v. mechanical shock caused by objects or persons falling on, stepping on, bumping into or otherwise colliding with the Products or with the systems, devices or components to which the Products are connected or mounted;
vi. mechanical shock or vibration outside of the operating limits specified in Product documentation;
vii. environmental pollution or other contamination, including but not limited to soot, ash, salt, acid rain, fumes, and chemical agents;
viii. animals, insects or mold;
ix. extreme weather events, including without limitation earthquakes, hurricanes, typhoons, tornados, tsunamis, floods, lightning, volcanic activity, as well as other weather conditions (such as precipitation, ambient heat/cold, wind, snow or ice) outside of the operating limits specified in Product documentation;
x. fire, except to the extent caused by the defect in the Product;
xi. power surges or power outages, whether resulting from natural or man-made causes; or
xii. terrorist acts, riots, wars, or other man-made disasters.

7. Claim Verification and Remediation Process

To make a claim under the Limited Warranties, the Owner should have the original system installer submit a Return Merchandise Authorization ("**RMA**") claim (on behalf of the Owner) to Silfab (as directed on *silfabsolar.com*) within one year of the date that the defect was discovered and in any event before the end of the warranty period set out in respect of the applicable Limited Warranty.

The RMA claim inquiry must identify the defective Product(s) (by serial number) and the basis for the claim, and evidence that the Products remain installed at their original installation location. Upon receipt of the RMA claim inquiry, Silfab Solar may, in its sole discretion, take further steps to assess the warranty claim including

by (i) requesting further particulars regarding the claim from the Owner; (ii) requiring that the Owner ship the allegedly defective Products to Silfab for inspection and/or testing, in which case the Owner will be responsible for the costs of packaging, loading and shipping the Products to Silfab in accordance with Silfab's instructions; (iii) attending (or cause its designee to attend) the location where the Products are installed to inspect the Products and the installation thereof, in which case the Owner will grant Silfab (or to its designee) access to such location during regular business hours for such purpose; or (iv) doing any combination of (i), (ii) and/or (iii).

If Silfab Solar verifies, in its reasonable judgment, that a Product does not comply with the Limited Warranties set forth above, then Silfab Solar will provide one of the remedies set out in Section 4.

If Silfab Solar determines, in its reasonable judgment, that the Products are not defective (or if Owner refuses to cooperate with Silfab Solar as Silfab Solar assesses the claim), Silfab Solar may invoice the Owner for the demonstrable costs of any testing that Silfab undertook to assess the warranty claim and the Owner will pay such invoice within 15 days of receipt. If the Owner has shipped allegedly defective Products to Silfab Solar as part of the claims assessment process, Silfab will return such Products to the Owner at the sole cost and expense of the Owner.

The Owner has the right to pursue claims under each of the Limited Warranties; provided, however, that if claims arise under multiple Limited Warranties from a single incident, then if Silfab Solar remedies such incident, Silfab Solar shall be deemed to have resolved all applicable Limited Warranty claims arising from such incident.

The Owner authorizes the original system installer to submit and pursue claims under the Limited Warranties on behalf of the Owner. The Owner agrees that where Silfab receives a warranty claim from an installer on behalf of the Owner, Silfab may treat that installer as Owner's authorized representative and agent (the "**Authorized Representative**") for all matters pertaining to the warranty claim unless and until otherwise advised in writing by the Owner. Without limiting the foregoing, Silfab may rely on information and instructions received from the Authorized Representative in respect of such claims and may issue refunds or credits (as may be applicable) to the Authorized Representative on behalf of the Owner.

8. Certain Additional Disclaimers and Limitations

The remedies in Section 4 are Silfab Solar's sole and exclusive obligations and the purchaser's sole and exclusive remedies for a breach of the Limited Warranties. The Owner acknowledges and agrees that it may not make any other claim against Silfab Solar or its affiliates, whether in contract, in tort or otherwise at law or equity, in connection with defaults and defects covered by the Limited Warranties.

To the maximum extent permitted by applicable law, the Limited Warranties set forth herein are in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose, use or application, and all other obligations on the part of Silfab Solar, unless such other warranties and obligations are agreed to in writing by Silfab Solar.

To the maximum extent permitted by applicable law, Silfab Solar hereby disclaims, and 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 any of its products or their use. To the maximum extent permitted by applicable law, under no circumstances shall Silfab Solar be liable to the Owner, or to any third party claiming through or under the owner, for any lost revenue or profits, loss of use, loss of goodwill, or equipment downtime, or for any incidental, consequential or special damages of any kind, howsoever arising, related to the products, even if Silfab Solar has been advised of the possibility of such damages. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these warranty terms and conditions.

To the maximum extent permitted by applicable law, Silfab Solar hereby disclaims, and shall have no responsibility or liability whatsoever for, any action or omission of an authorized representative (as defined in section 7) in connection with these Limited Warranties.

To the maximum extent permitted by applicable law, Silfab Solar's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price paid to Silfab Solar by the purchaser for the Product that gave rise to the warranty claim.

The Purchaser acknowledges that the foregoing limitations on liability are an essential element of the agreement between the parties and that in the absence of such limitations the purchase price of the products would be substantially different.

Some jurisdictions do not allow the disclaimer of representations, the exclusion or limitation of certain damages, or the limitation of how long a warranty lasts, in which case such disclaimers, exclusions and limitations will not apply. These Limited Warranties gives the Owner specific legal rights; Owners may also have other rights that vary from jurisdiction to jurisdiction.

9. Force Majeure.

Silfab Solar shall not be held responsible or liable to the Owner or any third-party arising out of any nonperformance or delay in performance of any terms and conditions of these Limited Warranties, due to industrial disputes, riots, mobs, fires, floods, epidemic, pandemic, infectious disease, public health emergency, wars, embargo, state of emergency, shortages of labor, power, fuel, means of transportation or general lack of necessities (whether relating to Silfab Solar or its suppliers or subcontractors) or resulting from

changes in applicable law or regulations or order of any government or governmental authority (including in response to any of the aforementioned events) or any other circumstance beyond the control of Silfab Solar 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 Product(s) or the claim.

10. Governing Law and Disputes

Except to the extent prohibited by local applicable law, these warranty terms and conditions are governed by the laws of the State of New York and the federal laws applicable therein. Any dispute with respect thereto shall be submitted to the courts in the judicial district of New York, New York.

The Owner shall bring no action, regardless of form, arising out of or in any way connected to the Limited Warranties, more than one year after the Owner receives notice of Silfab Solar's final decision regarding the applicable warranty claim.

11. Severability

In the event that any provision of these warranty terms and conditions or any part thereof should be held to be invalid, illegal or unenforceable, such provisions shall be treated as severable and the remainder of these terms and conditions shall remain valid and enforceable.