

## LIMITED WARRANTY FOR PV MODULES ENFINITY xxxM5-xxxM6

### 1. Limited Product Warranty – Ten year Repair, Replacement or Refund Remedy

Enfinity Management bvba (“Enfinity”) warrants its Photovoltaic module(s) (“PV-module(s)”), to be free from defects in materials and workmanship under normal, application, installation, use and service conditions. If the PV-module(s) fail to conform to this warranty, then for a period ending 10<sup>th</sup> year from the date of sale to the original end-customer (“the customer” who purchased the PV module(s)), Enfinity 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 10<sup>th</sup> year 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

#### 2.1. 10 Years

For the PV modules, Enfinity additionally warrants:

If within a period of ten (10) years from date of delivery from the Seller, any PV module(s) exhibits a power output less than 90% of the minimum Peak Power at STC as specified on the date of delivery in Enfinity Product Flash Datasheet, provided that such loss in power is determined by Enfinity (at its sole and absolute discretion) to be due to defects in material or workmanship, Enfinity 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).

#### 2.2. 25 Years

If within a period of twenty five (25) years from date of delivery from the seller any PV-module(s) exhibits a power output less than 80% of the minimum Peak Power at STC as specified on the date of delivery in Enfinity’s Product Flash Datasheets, provided that such loss in Power is determined by Enfinity (at its sole and absolute discretion) to be due to defects in material or workmanship, Enfinity will replace such loss in power by either providing to the customer additional PV-modules to make up for such loss in power, or by repairing or replacing the defective PV module(s).

### 3. Exclusions and limitations

**3.1. Warranty claims must in any event be filled within the applicable Warranty Period.**

**3.2. The Limited Warranties do not apply to any PV-modules which in Enfinity absolute judgment have been subjected to:**

- Misuse, abuse, neglect or accident;
- Alteration, improper installation or application;
- Non-observance of Enfinity’s installation-users and maintenance instructions;
- Repair or modifications by someone other than a qualified service technician;

- Power failures surges, lightning, flood, fire, accidental breakage or other events outside Enfinity's control.
- 3.3.** 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.
  - 3.4.** When used in non-land based applications the limited Peak Power Warranty, applying to any of the PV-modules shall be limited to twenty five (25) years as per the provision of clause 2.1 hereof.
  - 3.5.** Warranty claims will not be honored if the type or serial number of the PV-Modules have been altered, removed or made illegible.

#### **4. Obtaining Warranty Performance**

If the customer feels that she/he has a justifiable claim covered by this Limited Warranty, then she/he must immediately write a notice of the claim to Enfinity. Together with the notification, the Customer shall enclose evidence of the date of sale on which the PV module(s) have been purchased and proof of ownership. Besides, the customer shall provide all further evidence, which may be required by Enfinity to demonstrate validity of Customer's claim.

#### **5. Disputes**

No actions, regardless of any form, arising from or in any way connected with this Limited Warranty, may be brought by the Customer more than one (1) year after the date that the cause of action has accrued or that the Customer ascertains the cause of action, whichever is later.

#### **6. Various**

- 6.1.** The substitution or repair of the PV module(s) or the supply of the additional PV module(s) does not cause the beginning of a new warranty, nor shall the original terms of this limited warranty be extended.
- 6.2.** All damaged PV modules that are replaced shall become the property of Enfinity. Enfinity has the right to supply another type of PV Module(s) (may be different in size, shape, color and/or power) in case Enfinity ceased the distribution of the PV modules in question at the time that the claim is caused.