

## FINAL END-USER CUSTOMER LIMITED WARRANTY AS25, AS50 and AS75 Product ("Limited Warranty")

### 1) Limited warranty on material and workmanship

Subject to the terms and conditions of this Limited Warranty, Advent Solar warrants from the date of purchase by the original final end-user customer ("Purchase Date") material and workmanship for a period of twelve (12) months of its AS25, AS50 and AS75 Modules ("Modules"). Claims hereunder must include proof to the satisfaction of Advent Solar that the Module malfunctions result exclusively from defects in materials and/or workmanship. This warranty shall only be granted on condition that the AS25, AS50 and AS75 module is installed, used and maintained according to the Installation and Operating Instructions. If the Module fails to conform to this warranty in Section 1, Advent Solar will, at its option, either repair or replace the Module, or refund the purchase price.

### 2) Limited Power Warranty

Subject to the terms and conditions of this Limited Warranty, Advent Solar hereby additionally warrants that if within a period of ten (10) years from the Purchase Date any Module exhibits a power output less than 90% of the Minimum Power Output<sup>(1)</sup>, as specified in the Module Specifications in effect on the Purchase Date, Advent Solar will, at its option and discretion, repair or replace defective Modules or refund the purchase price, or provide the original final end-user customer with additional Modules to make up lost power, at a value pro-rated for the time in service of the faulty Module based on Advent Solar's power amortization table, provided that such power loss is determined by Advent Solar, in its sole discretion, to be the result of defects in materials or workmanship under normal installation, application, and use.

<sup>(1)</sup> "Minimum Power Output" = Nominal Power minus the Power Tolerance (as specified in the Module Specifications)

### 3) Obtaining Warranty Performance

If you feel that you have a claim covered by this Limited Warranty, you must immediately notify the dealer and/or installer who sold you the Module of the claim. If applicable, the dealer and/or installer will give advice on handling the claim. Advent Solar will not accept the return of any Modules unless Advent Solar has given prior written authorization. No claim will be investigated without proof of purchase that states the purchase date and amount paid.

### 4) Limitations and Conditions

This Limited Warranty (described in Sections 1 and 2) is null and void regarding any Module not installed, used and maintained in strict accordance with the Installation and Operating Instruction. This Limited Warranty constitutes the sole remedy offered by Advent Solar and does not apply to any Module which in Advent Solar's sole judgment has been the object of misuse, neglect, or accident; or has been damaged through abuse, alteration, improper installation or application, or negligence in use, storage, transportation, or handling; or has in any way been tampered with or repaired by anyone other than Advent Solar or its authorized representatives and dealers and installers. This Limited Warranty does not cover Modules installed for use in marine applications, in a tropical or equatorial environment, or in areas with sea water splash, or in costal areas with high salt content humidity.

This Limited Warranty does not cover costs associated with Module installation, removal, testing, packaging, transportation, or reinstallation; other costs associated with obtaining warranty service; or



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costs, lost revenues, or lost profits associated with the performance or nonperformance of defective Modules. Any Modules repaired or replaced by Advent Solar under a warranty claim shall be covered by the same Limited Warranty and original term as the first Module purchased under said claim. Any repaired or replaced Modules or parts will be the property of Advent Solar. This Limited Warranty applies only to the original final end-user customer who purchases the Modules or to any subsequent owners of the original building or site where the Modules were originally installed. This Limited Warranty shall be null and void and will expire if the serial number or the rating label is exposed to manipulation or cannot be clearly identified or read for any reason.

Except as provided herein, the modules are provided "as is". This Limited Warranty is in lieu of and excludes all other expressed or implied warranties, including but not limited to warranties for a particular purpose, use, or application and all other such obligations or liabilities on the part of Advent Solar unless such other warranties, obligations, or liabilities are expressly agreed to in writing, signed and approved by Advent Solar. Advent Solar shall have no liability for damage or injury to persons or property or for other loss or injury resulting from any cause arising out of or relating to a module, including, without limitation, any defects in the module, or from use or installation. Advent Solar shall not be liable for indirect, punitive, incidental, consequential, or special damages. Advent Solar's total aggregate liability, if any, in any event, shall not exceed the payment, if any, paid by the end user of the module unit which is the subject of the claim or dispute. The foregoing limitation or liability shall apply to the maximum extent allowed by applicable law.

If a part of this Limited Warranty is held invalid, void, or unenforceable, such holding shall not affect any other parts of this Limited Warranty. Advent Solar shall not be responsible for nonperformance or delay in performance of this Limited Warranty or the terms and conditions of sale due force majeure or to other events outside of its control, such as acts of God, natural disasters, war, terrorism, riots, strikes, unavailability of labor, unavailability of raw materials or parts, and, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of sale.

### 5) Applicable Law

Any claims or disputes arising out of our relating to this limited warranty shall be governed by and construed in accordance with the laws of New Mexico, USA, without regard to conflicts of law principles thereof, except if you purchased the Module in the European Union or country which is a member of the European Economic Community, in which case the laws of the country where the Module was purchased shall apply. The Modules shall not be subject to the United Nations Convention on the International Sale of Goods.

### 6) Miscellaneous

By using the Modules, you accept the terms and conditions of this Limited Warranty. This Limited Warranty sets for the entire agreement between you and Advent Solar with respect to the subject matter hereof and supersedes and merges all prior agreements and understandings between you and Advent Solar. This document may be provided in multiple languages. If there is a conflict among versions, the English language version shall control.