



## Philadelphia Solar Limited Warranty for PV Modules

This limited Warranty applies to all photovoltaic module models (PV Module(s)) manufactured by Philadelphia Solar, warrants the quality of such PV module(s), and specifies the scope of such warranty.

### 1. Limited product Warranty - Ten years repair, replacement or refund Remedy.

Philadelphia solar warrants its PV modules, to be free from defects in materials and workmanship under normal, application, and installation use and service. If the PV modules fail to conform to this warranty, then for a period ending one hundred and twenty (120) months from the date of sale to the original end-customer, Philadelphia Solar, as its option, either repair or replace the product with an equivalent 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 hundred and twenty (120) months 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

Philadelphia Solar warrants that for a period of twenty-five years starting from the Warranty Commencement Date, loss of power output against the minimum "Peak Power at STC" as specified on the label of the modules (hereinafter "Nominal Power") when measured at Standard Test Conditions (STC) for the Products(s) shall not exceed:

(1) For Mono Products: %3 for the first year from the Warrant Commencement Date, and %0.65 per year thereafter from the 2nd to the 25th year of the warranty period; with a power output standing at %81.4 of the Nominal Power at the end of the -25year warranty period;

(2) For Poly Products: %2.5 for the first year from the Warrant Commencement Date, and %0.7 per year thereafter from the 2nd to the 25th year of the warranty period; with a power output standing at %80.7 of the Nominal Power at the end of the -25year warranty period.

Within the period of twenty-five (25)-year warranty period from the Warrant Commencement Date, should any qualified Module sold by Philadelphia Solar exhibit a loss of power output exceed the aforementioned warranted values, provided that any such declared loss in power has been verified by Philadelphia Solar, at its sole discretion is due to MODULES' defects in materials or workmanship attributable to Philadelphia Solar's own causes and further confirmed by an independent testing agency (if so requested by customer) (which is to be selected and confirmed mutually by Philadelphia Solar and in Customer by advance), Philadelphia Solar will, at its sole option and discretion, either (1) make up such loss in power by providing to customer(s) additional MODULES; or (2) repair or replace the defective MODULES including free shipping to the location as set out in the original sales contract entered between Philadelphia Solar and the customer.

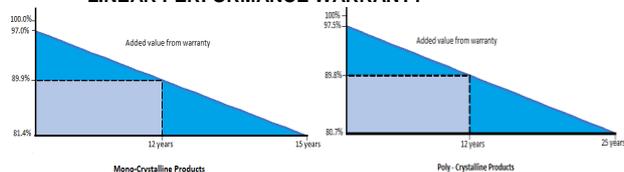
The remedies set forth herein are the sole and exclusive remedies Philadelphia Solar is bound to provide under the Limited Peak Power Warranty.

#### CAVEAT:

The shipping charges for any allegedly defected MODULES shall be borne by the customers making such claims in advance. Should the independent testing agency confirm that such filed defected to be covered under this Warranty by Philadelphia

Solar, the shipping charges advanced by the customers may be reimbursed by Philadelphia Solar against the original proof of expenditure.

### LINEAR PERFORMANCE WARRANTY



### 3. Warranty Exclusions and Limitations

**I)** No claim based on this Limited Warranty may be brought after the applicable warranty period. Any delivery of additional PV Module(s) shall not extend the original terms of this Limited Warranty.

**II)** This Limited Warranty shall not cover defects and/or failures of the PV Module(s) from the following causes even though such defects and/or failures are discovered within the applicable warranty period:

- Defects and/or failures caused by devices and/or parts other than the PV Module(s) or by mounting methods of such devices and/or parts.
- Defects and/or failures caused by defective wiring, installation, or handling.
- Defects and/or failures caused by installations not in conformance with PV Module(s) specification, installation manuals, or labels attached to the PV Module(s).
- Defects and/or failures caused by unauthorized maintenance, operation or modification.
- Defects and/or failures caused by removal from the original place of installment.
- Defects and/or failures caused by repairs not in accordance with Philadelphia Solar instructions.
- Defects and/or failures caused by inappropriate handling during transportation or storage.
- Defects and/or failures caused by using a mobile unit including, but not limited to, vehicles, vessels, ...etc.
- Defects and/or failures caused by external accidents such as fire, explosion, and civil disorder.
- Defects and/or failures caused by natural forces, acts of God or force majeure events and other unforeseen circumstances or causes beyond Philadelphia Solar reasonable control including, but not limited to, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunamis, lightning, snow damage, ...etc.
- Defects and/or failures caused by smoke and/or other pollution, salt damage, acid rain, ...etc.
- Defects of glass cracking of the front glass due to external shock from flying objects or external stress.

**III)** Philadelphia Solar may, at its discretion, use new, remanufactured or refurbished parts or products when repairing or replacing your Philadelphia Solar Product under this warranty. Replaced parts or products will become the property of Philadelphia Solar.

**IV)** Philadelphia Solar is not responsible for, and purchaser hereby agrees to bear, the costs of any on-sited labor and any costs associated with the installation, removal, reinstallation or transportation of your Philadelphia Solar Product or any components thereof for service under this limited warranty.

### 4. Limitation of Warranty Scope

These "Limited Warranties for PV Modules" as 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 Philadelphia Solar, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Philadelphia Solar. Neither the sales personnel of the seller nor any other person is authorized to make any warranties other than those described here in or to extend the duration of any warranties beyond the time period described above on behalf of Philadelphia solar. Philadelphia Solar 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 MODULES, including, without limitation, any defects in the MODULE, or from use or installation. Under no circumstances shall Philadelphia Solar 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. Philadelphia Solar aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer, for the single unit of Module.

### 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 Philadelphia Solar distributor of the claim in writing, or (c) send such notification to Philadelphia Solar directly. Together with the notification, customer should enclose evidence of the date of sale on which the Philadelphia 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 Philadelphia Solar for instructions. The return of any PV- modules will not be accepted unless prior written authorization has been given by Philadelphia Solar.

Philadelphia Solar shall reimburse Customer for reasonable, customary and documented transportation charges by sea freight for both the return of the models and reshipment of any repaired or replaced modules, only if this cost is authorized by Philadelphia Solar customer service department.

### 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 leave all other parts, provisions, clauses or applications of the "Limited Warranty for PV Module", and to this end such other parts, provisions, clauses or applications of this "Limited Warranty for PV Module" shall be treated as severable.

### 7. Disputes

No action, regardless of form, arising out of or in any way connected with this Limited Warranty, may be brought by Customer more than one (1) year after the cause of action has accrued.

### 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 Philadelphia Solar. Philadelphia Solar has the right to deliver another type (different in size, color, shape and / or power) in case Philadelphia Solar discontinued producing the PV -Module in question at the time of the claim. This warranty is transferable when product remains installed in original location at the time of product warranty registration.

### 9. Force Majeure

Philadelphia Solar shall not be in any way be 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 of 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 reasonable known or understood at the time of the sale of the PV Module or the claim.

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(1) Standard Test Condition (STC) are as follows:

i) A light spectrum of AM 1.5

ii) An irradiance of 1000W/m<sup>2</sup> and

iii) A cell temperature of 25 degrees Centigrade. The measurements are carried out and tested at the Junction box terminals per the calibration and testing standards of Philadelphia Solar valid at the date of manufacture of the PV modules.