

Philadelphia Solar Limited Warranty

This limited warranty for Philadelphia Solar brand crystalline solar photovoltaic modules (hereinafter referred to as “limited warranty”) is issued by Philadelphia Solar which locates at AlQastel Industrial Area, Airfreight Road, Amman, Jordan and applies exclusively to modules (as defined in section 1 hereof).

1. Definition of Modules:

Modules are defined in this Limited Warranty as photovoltaic solar modules manufactured at Philadelphia Solar or its authorized manufacturers, legitimately bearing “Philadelphia Solar” brand, that are of the following product types:

Mono-crystalline single glass product:

PS-M72-xxx, PS-M60-xxx, PS-M72(HC)-xxx, PS-M60(HC)-xxx, PS-M72(BF)-xxx, PS-M60(BF)-xxx, PS-M72(BFC)-xxx, PS-M60(BFC)-xxx, PS-M156(HC)-xxxW, PS-M156(HCBF)-xxxW, PS-M144(HC)-xxxW, PS-M144(HCBF)-xxxW, PS-B72-xxxW, PS-M132(HC)-xxxW, PS-M132(HCBF)-xxxW, PS-M120(HC)-xxxW, PS-M120(HCBF)-xxxW, PS-M108(HC)-xxxW, PS-M108(HCBF)-xxxW, PS-MNB156(HCBF)- xxxW, PS-MNB144(HCBF)- xxxW, PS-MNB132(HCBF)- xxxW, PS-MNB120(HCBF)- xxxW and PS-MNB108(HCBF)- xxxW.

Mono-crystalline double glass product:

PS-M72(BFCG)-xxx, PS-M60(BFCG)-xxx, PS-M156(HCBF)-GG-xxxW, PS-M144(HCBF)-GG-xxxW, PS-M120(HCBF)-GG-xxxW, PS-M108(HCBF)-GG-xxxW, PS-MN108(HCBF)-xxxW, PS-MN108(HCBF)-xxxW, PS-MNG156(HCBF)- xxxW, PS-MNG144(HCBF)- xxxW, PS-MNG132(HCBF)- xxxW, PS-MNG120(HCBF)- xxxW and PS-MNG108(HCBF)- xxxW.

Poly-crystalline single glass product:

PS-P72-xxx, PS-P60-xxx

Note: “xxx” represents power of the module.

2. Effective Date, Beneficiary and Warranty Start Date:

- 1.1 this limited warranty takes effect on 1st of February 2021 (hereinafter referred to as “Effective Date”) and applies to modules first sold after the effective date (the date of sale shall be the date indicated in contracts for the supply of the relevant modules signed by Philadelphia Solar and its affiliates that sold the modules). Modules sold before the effective date is still subject to the limited warranty applicable at the time of sale. This version of limited warranty shall remain in effect for the duration of the limited product warranty period and limited peak power warranty period for the applicable modules covered.
- 1.2 The sole and exclusive beneficiary of this limited warranty is initial end customer who purchases module directly and indirectly from Philadelphia Solar or from any one of its authorized manufactures or distributors or from any other legitimate source and is the initial owner of such modules (hereinafter referred to as “customer”), and any of such customer’s permitted successors or assigns under section 7. Upon Philadelphia Solar’s written request, customer shall confirm ownership of the modules.
- 1.3 The term of this limited warranty starts from the earlier of: i) the date of initial delivery to the customer by Philadelphia Solar or its authorized manufacturer, or ii) six (6) calendar months after modules dispatch from Philadelphia Solar factory as indicated by the serial numbers for such modules (hereinafter referred to as “Warranty Start Date”).

3. Limited Warranty

3.1 Limited Product Warranty - Twelve years repair, replacement, or refund Remedy.

Subject to the terms and conditions of this limited warranty, Philadelphia Solar warrants to the customer for a period of one hundred forty-four (144) calendar months following the warranty start date (hereinafter referred to as "Limited Product Warranty Period") that the modules when installed, used and services under normal operating conditions and in accordance with Philadelphia Solar module installation manual, and product technical specifications will be free from any defects in materials, workmanship or manufacturing that have a negative effect on the functioning of the modules.

The Limited Product Warranty does not cover any changes in appearance (including but not limited to color changes) and normal wear and tear (including but not limited to scratches, contaminations, mechanical wear, rust, mildew and other forms of natural wear and tear) that occurs after the delivery or installation of the modules.

This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under clause 3.2.

Products for residential market segment carry an extendable Product Warranty reaches up to 25 years upon commercial agreement. These products are PS-M108(HC)-xxxW, PS-M108(HCBF)-xxxW, PS-M108 (HCBF)-GG-xxxW, PS-MNG108(HCBF)- xxxW and PS-MNB108(HCBF)- xxxW.

3.2 Limited Peak Power Warranty

Subject to the terms and conditions of this Limited Warranty, Philadelphia Solar provides to the customer a Limited Peak Power Warranty with a term of twenty-five (25) years for single glass modules or thirty (30) years for the double glass modules and TOPCON modules from the Warranty Start Date ("Limited Peak Power Warranty Period"):

- I. For Mono-Crystalline single glass products: %2.0 for the first year from the Warrant Start Date, and %0.55 per year thereafter from the 2nd to the 25th year of the warranty period: with a power output standing at %84.8 of the Nominal Power at the end of the -25year warranty period.
- II. For Bifacial Mono-Crystalline single glass products: %2.0 for the first year from the Warrant Start Date, and %0.50 per year thereafter from the 2nd to the 25th year of the warranty period: with a power output standing at %86.0 of the Nominal Power at the end of the -25year warranty period.
- III. For Poly- Crystalline single glass products: %2.5 for the first year from the Warrant Start 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.
- IV. For Bifacial Mono-Crystalline double glass product: %2.0 for the first year from the Warrant Start Date, and %0.50 per year thereafter from the 2nd to the 30th year of the warranty period: with a power output standing at %83.5 of the Nominal Power at the end of the 30 years warranty period.
- V. For Mono-Crystalline double glass product: %2.0 for the first year from the Warrant Start Date, and %0.50 per year thereafter from the 2nd to the 30th year of the warranty period: with a power output standing at %83.5 of the Nominal Power at the end of the 30 years warranty period.

VI. For TOPCON product: %1.0 for the first year from the Warranty Start Date, and %0.4 per year thereafter from the 2nd to the 30th year of the warranty period: with a power output standing at %87.4 of the Nominal Power at the end of the 30 years warranty period.

For the avoidance of doubt, unless otherwise specified in this Limited Warranty, the terms used in this Limited Peak Power Warranty shall have the following meaning:

“Nominal Power Output” means the power output measured for the modules under Standard Test Conditions, as indicated on its original nameplate, excluding any positive tolerance that may exist in the modules.

“Standard Test Conditions” or STC: are as follows: (a) Light spectrum of AM 1.5 (b) Irradiance at 1,000W/m² (c) Cell temperature of 25 degree Centigrade at right angle irradiation. The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of Philadelphia Solar valid at the date of manufacture of the module. Philadelphia Solar’s calibration standards shall follow the standards applied by international institutions accredited for this purpose.

“Peak Power Output” means the power output that the modules generate in the relevant warranty period after the Warranty Start Date under STC as measured in accordance with IEC 61215, considering and corrected for any measurement uncertainty.

“Degradation Rate” means any positive amount calculated in accordance with the following formula, expressed as a percentage:

$$\text{Degradation Rate} = \frac{\text{Nominal Power Output} - \text{Peak Power Output}}{\text{Nominal Power Output}} \times 100\%$$

For the avoidance of doubt, notwithstanding anything to the contrary herein, the Limited Peak Power Warranty for Bifacial products shall apply only to the front- side power output of such modules.

3.3 Exclusions

The Limited Product Warranty provided in section 3.1 and the Limited Peak Warranty provided in section 3.2 shall not apply to the following event:

1. The modules have been subjected to misuse, abuse, neglect, or accident except as may be caused by Philadelphia Solar or its affiliates that sold the modules in course of storage, transportation, or handling.
2. The modules have been installed, used, or serviced in a manner that fails to strictly comply with the relevant provisions of Philadelphia Solar module installation manual, product technical specifications and cleaning guidelines.
3. The modules have been installed, used, or serviced by installation personnel or other personnel who do not have the relevant qualifications in violation of the relevant laws and regulations.
4. The modules have been altered, repaired, or replaced or modified, or used in processes or in combination with other products not supplied by Philadelphia Solar in a manner not consistent with the written instructions.
5. The modules (or the repaired or replaced or supplied new modules provided by Philadelphia Solar under the Limited Warranty) have been removed and re- installed at any location other than the physical location in which it was originally installed.
6. The product type, nameplate or serial number of the modules have been removed, altered, erased, or rendered illegible

7. The design or layout of the photovoltaic power plant system in which the modules are installed does not conform to the designated module application (certification) or does not meet applicable requirements.
8. The modules are installed in a mobile unit (except photovoltaic tracking systems), such as, vehicles, ships, etc., or on offshore facilities.
9. Exposure of the modules to an extreme environment or damage caused by drastic changes in such environments, including but not limited to extreme heat, acidic rainfall (including snow), blowing sand, corrosiveness, salty air (e.g., marine environment), contaminated air, soil or ground water, abnormal levels of oxidation, mold, or any nearby fire, explosion, smoke, or charring.
10. Damage caused by force majeure such as natural disasters, including but not limited to lightning, hail, frost, snow, storms, tidal waves, floods, extreme temperatures, earthquakes, typhoons, tornadoes, volcanic eruptions, meteorites, ground motion, earth fissures, landslides, or animal damage.
11. Direct or indirect damage caused by third party vandalism or acts beyond the control of Philadelphia Solar and its affiliates that sold modules, including but not limited to accidents, riots, war, insurrection, and communal violence.
12. Damage caused by an accident at the photovoltaic power plant in which the modules are installed due to any external factor. External factors include but not limited to voltage fluctuations, power peaks, excess current, power failure, poor electrical or mechanical engineering work, untrained personnel, or other faults occurring in the power supply system (whether such failures are caused by any act or omission of the customer).

In addition, the Limited Product Warranty and Limited Peak Power Warranty, provided in section 3.1 and 3.2 respectively, shall not apply to modules for which Philadelphia Solar and its affiliates that sold the modules have not received all or part of the receivable derived from the sale of the modules (whether the customer is the debtor for the receivable or not). Where Philadelphia Solar exercises the right to reject warranty claim under this provision, the customer may pay the outstanding payment to Philadelphia Solar to get claim accepted. If customer was not the debtor, then after the customer pays the outstanding payment, it can assert a claim against the actual debtor. To this end, Philadelphia Solar can assist the customer by issuing a debt transfer certificate.

4. Warranty Claim

4.1 Time for Warranty Claims

All claims under the Limited Product Warranty must be submitted in a writing to Philadelphia Solar within the Limited Product Warranty period. While all claims under the Limited Peak Power Warranty must be submitted in a writing to Philadelphia Solar within the Limited Peak Power Warranty period. Philadelphia Solar shall have the right to reject all warranty claims submitted outside of the respective warranty period.

4.2 Burden of Proof for Warranty Claims

In any circumstances, the burden of proof for any warranty claim made by customer shall rest upon the customer. The warranty claim will only be accepted if the customer provides sufficient documentary evidence to fully demonstrate that the only cause of the fault or non-conformity in the modules is a breach of the Limited Product Warranty and/or the Limited Peak Power Warranty.

4.3 Warranty Claim Procedures

Customer shall, as soon as it becomes aware of an instance of non-conformity with the Limited Product Warranty or/ and Limited Peak Power Warranty (such modules involved in the warranty claim referred to as the "Claim Modules"), immediately notify Philadelphia Solar by email or any other communication method that in use.

Customer shall provide the following information along with the notice: a) cause of the claim related supporting document. b) proof of purchase of the Claim Module. If customer did not purchase the Claim Module directly from Philadelphia Solar or one of its affiliates, it shall provide a purchase proof from the supplier that can be traced back to the supply contract, commercial invoice., signed by Philadelphia Solar. c) Product type and serial number of the Claim Modules. d) All additional supporting information requested by Philadelphia Solar to investigate the claim.

Philadelphia Solar will review and evaluate claim. Philadelphia Solar may require the customer to ship the Claim Modules back to factory for testing if it deems necessary. Philadelphia Solar may reject returned Claim Modules without prior authorization to ship modules back.

If the Claim Modules returned are confirmed to be in conformity with Limited Product Warranty and/or Limited Peak Power Warranty, Philadelphia Solar will reimburse customer for the actual shipping and insurance costs associated with the returning of the Claim Modules based on the invoices related to such cost provided by customer.

Philadelphia Solar has the right to decide at its sole discretion whether to conduct an on-site investigation and verification at the installation site of the Claim Modules by a representative. If Philadelphia Solar decides to conduct on-site investigation and verification, it shall notify customer in writing at least 10 working days in advance of its plan for such on-site investigation and verification. The parties shall communicate timely and cooperatively to plan and enable a constructive and efficient on-site investigation and verification. If customer refuses Philadelphia Solar's on-site investigation and verification request without any proper reason, Philadelphia Solar shall have the right to postpone the claim processing until additional and evaluable data are provided, or if not delivered within a reasonable period, to reject the related warranty claim.

4.4 Technical Disputes

Any dispute on technical facts relating to claims brought under this Limited Warranty shall be finally determined by an independent third-party testing organization. Philadelphia Solar and customer shall jointly appoint a reputable testing organization (hereinafter referred to "Third-party") to determine the dispute. Neither Customer or Philadelphia Solar shall unreasonably refuse to participate in the evaluation or delay the relevant testing and evaluation procedures and shall provide convenience for the relevant testing and evaluation.

Before carrying out such testing and evaluation the Third-party shall inform Philadelphia Solar and Customer of the test equipment's power tolerance, which should be reflected in the final conclusions. The Third-party shall act as an expert, adjudicate on the disputed technical facts, allow the parties a reasonable opportunity to make representation and counter-representation and take those representations into account in making the final conclusions. The final conclusions arrived at the Third-party shall be final, conclusive, and binding on both parties and shall be mandatory prerequisite for the judicial assertion of a warranty claim. Reasonable expenses incurred by Third-party in carrying out the evaluation shall be paid by Customer in advance, including the cost of shipping the Claim Modules to the designated testing location of the Third-party. If Third-party concludes that the Claim Modules do not conform to the Limited Product Warranty or/and Limited Peak Power Warranty, Philadelphia Solar shall reimburse for the actual testing and transportation costs paid by Customer.

4.5 Ownership of the Claim Modules

The ownership of the Claim Modules is transferred to Philadelphia Solar after it confirms Customer's warranty claim and provides replacements or refunds in accordance with the remedies provided under this Limited Warranty. Until such time, ownership of the Claim Modules shall remain with Customer.

5. Remedy for Warranty Claims

5.1 Remedy under the Limited Product Warranty:

Should Philadelphia Solar confirm that the Claim Modules are indeed not in conformity with the Limited Product Warranty, it shall, as its sole discretion, within a reasonable period either: a) repair the Claim Modules at no charge to Customer.

b) Provide Customer with replacement modules in place of the Claim Modules, or

c) Provide Customer a refund of the purchase price as evidenced by the original supply invoice provided by Customer, subjected to an annual 4% for single glass module or 3.33% for double glass module depreciation rate on the purchase price. Unless the parties agree otherwise, Philadelphia Solar shall ship the repaired modules or replaced modules in the same manner and to the same destination as specified in the original supply contract signed by Philadelphia Solar or one of its affiliates. The cost of shipping shall be paid in the same manner as specified in the original supply contact.

5.2 Remedy under the Limited Peak Power Warranty:

Philadelphia Solar should confirm that the Claim Modules are indeed not in conformity with the Limited Peak Power Warranty, it shall, at its sole discretion, within a reasonable period, either: a) repair the Claim Modules at no charge to Customer, b) provide Customer with replacement modules in place of Claim Modules, c) make up the difference to the guaranteed power output by providing additional modules at no cost to Customer such that the total power output of additional modules equals the amount of degradation in the Claim Modules, calculated as follows:

$$(Nominal Power Output - Peak Power Output of the Claim Modules) \times Number of Claimed Modules$$

or d) provide Customer a refund of the purchase price as evidenced by the original supply invoice provided by Customer subject to an annual 4% for single glass module or 3.33% for double glass module depreciation rate on the purchase price.

5.3 Exclusive Remedy:

The remedy under the Limited Product Warranty and remedy under The Limited Peak Power Warranty as set forth above are the sole and exclusive responsibility and obligation of Philadelphia Solar to Customer under this Limited Warranty and are also the sole and exclusive remedy of the Customer for the Claim Modules under this Limited Warranty. Philadelphia Solar will only reimburse for expenses expressly stipulated in this Limited Warranty. Cost and expenses associated with removal of the Claim Modules and the reinstallation of the repaired or replacement modules as well as customs clearance costs incurred by the return of the Claim Modules (if any) shall be borne by the Customer. Philadelphia Solar's performance of its warranty obligation under this Limited Warranty shall not extend the Limited Product Warranty Period or Limited Peak Power Warranty Period. The original warranty periods shall still apply to the repaired or replacement Modules. If the production of the same type of the Claim Modules has been discontinued, Philadelphia Solar shall have the right to replace the Claim Modules with another type (different in size, color, shape and / or power).

6. Limitation of Liability:

1. Notwithstanding anything to the contrary herein, the warranties set forth in this Limited Warranty are in lieu of all other warranties, whether express, implied, or statutory, including but not limited to any implied warranties of merchantability, fitness for a particular purpose or non-infringement. However, if Customer is identified as a "consumer" and the Modules as a "consumer product" in accordance with the laws governing the protection of consumer rights in the country where the Modules were first installed, to the extent required by applicable law, any implied warranties of merchantability, fitness for a particular purpose or non-infringement are limited to the Limited Product Warranty period or the Limited Peak Power Output Warranty period set forth above, or such shorter period as required by applicable law. This Limited Warranty gives Customer specific legal rights, and Customer may also have other rights that vary by state, province or jurisdiction, and such other rights shall remain unaffected.
 2. Unless otherwise provided by applicable mandatory law in the country where the Modules were first installed, Philadelphia Solar shall not be liable for any of the following losses: a) personal injury or property damage, b) any other loss or injury whatsoever arising out of or in connection with the Modules (including but not limited to any defect in the Modules or arising from the use or installation therefore) c) any incidental, consequential or special damages resulting from any cause, and d) lost power, lost profits, lost production, lost revenue or lost interest caused by the non-usability of the Modules, even if Philadelphia Solar was aware of the possibility of such damages. Philadelphia Solar's liability for fraudulent or willful intent, gross negligence, or personal injury, in each case, under applicable mandatory liability law shall remain unaffected. notwithstanding any other provision of this Limited Warranty and including if Philadelphia Solar is liable to compensate Customer hereunder, the total compensation paid or payable by Philadelphia Solar, and the total liability of Philadelphia Solar hereunder, shall not exceed the amount received by Philadelphia Solar as indicated in the original invoice for the Claim Modules. The limitations of liability under this Limited Warranty will not apply to the extent restricted or prohibited by applicable mandatory law. a
 3. Customer acknowledges that the foregoing limitations on liability are essential element of the relevant supply contract between the parties and in the absence of such limitations the purchase price of the relevant Modules would be substantially higher.
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7. Assignment:

Upon written notice to Philadelphia Solar, Customer may assign this Limited Warranty to a new owner of the entire power plant project in which such Modules were originally installed, provided that i) The Modules remain in their original place of installation, ii) there is no outstanding payment due under the supply contract,

iii) the assignee agrees to be bound by these Limited Warranty terms. If requested by Philadelphia Solar, Customer shall provide reasonable evidence of such succession or transfer of ownership. This Limited Warranty may not otherwise assign or transferred, and any attempts to assign or transfer in violation of this Section 7 shall be null and void.

7. Miscellaneous:

7.1 Severability

If any portion of this Limited Warranty is held to be invalid, illegal or unenforceable under applicable law, or the application of such portion or provision to certain

persons or in certain circumstances is held to be invalid, illegal or unenforceable, then the portion or provision shall be deemed to be changed and interpreted to accomplish the objectives of such portion and provision to the greatest extent possible under applicable law and the remaining portions or provisions of this Limited Warranty or the applicability of this Limited Warranty will remain unaffected, independent and valid.

7.2 Force Majeure

Philadelphia Solar shall not be responsible or liable in any way to Customer for any non-performance or delay in Philadelphia Solar's performance of its obligations under this Limited Warranty due to occurrences of force majeure events such natural disasters, war, riots, strikes, unavailability of suitable or sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood by Philadelphia Solar at the time of the sale of the Claim Modules or the notification by Customer of the relevant warranty claim.

7.3 Governing Law and Dispute Resolution

Any dispute related to or arising out of this Limited Warranty, including without limitation any question regarding its existence, validity, breach, or termination, shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under supply contract between the original purchaser and Philadelphia Solar. As a condition to any obligation of Philadelphia Solar hereunder, Philadelphia Solar may require any Customer seeking to enforce this Limited Warranty to execute such additional agreements as may reasonably be required to enforce the terms of this section.

Contact Information

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