

LIMITED PRODUCT WARRANTY

SOLARIA PowerXT[®] MODULES

This Limited Product Warranty covers the Solaria products (“Products”) purchased by you, or a successor owner of the Products, at the site of the original installation (“Customer”). Applicable Products are defined as Solaria solar modules developed for the residential market (PowerXT-xxxR) or commercial market (PowerXT-xxxC) where “xxx” is the power rating of the module.

1. LIMITED WARRANTY:

(a) Solaria warrants that for a period of 25 years from the date of shipment, the Products will be free from defects in material and workmanship, under normal conditions and when used in accordance with its documentation. If during the warranty period, a defect is confirmed in accordance with Section 2 below, Solaria will, at its sole obligation and Customer’s exclusive remedy, repair or replace the warranted Product or parts thereof. Defective Products or parts may be replaced with either new or factory refurbished or remanufactured Products or parts.

(b) Solaria further warrants that for a period of 25 years from the date of shipment, the loss of power output relating to the initial guaranteed power which is defined as Peak Power Watts Pmax (Wp) plus Peak Power Watts Pmax (Wp) multiplied by the lower limit of the Power Output Tolerance Pmax (%)—as specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC) for the Product(s) shall not exceed:

- For Polycrystalline Products: 2.5% in the first year, thereafter 0.7% per year, ending with 80.7% in the 25th year after the date of shipment,
- For Monocrystalline Products: 3.0% in the first year, thereafter 0.68% per year, ending with 80.68% in the 25th year after the date of shipment.

If during the warranty period, the power output of the Product falls below the levels specified above, as a result of a Product defect that is confirmed in accordance with Section 2 below, Solaria will, as its sole obligation, elect to either:

1. repair or replace the warranted Product or parts thereof,
- or

2. issue a credit to Customer equal to the depreciated value of the Product (using 25-year life) attributable to the deficient power output.

In the event of a Solaria product used in a large field – to be defined as larger than 500 panels unless otherwise agreed – the average power of an array of panels will be used to establish whether an individual panel must be replaced or credit given. For example, if the average power value of an array is 91% after 9 years of operation but an individual panel is at 87%, the array power would be deemed acceptable and the individual panel in question would be replaced or credit given solely at Solaria’s discretion.

2. WARRANTY CLAIM PROCESS:

To make a claim under this Limited Product Warranty, Customer should contact Solaria as follows:

Attn: Warranty Claims Department

Email: warrantyclaims@solaria.com

Solaria reserves the right to validate warranty claims and determine power losses on Customer’s premises if necessary and Customer agrees to provide access to relevant records and Products. Solaria reserves the right to have the cause of module failures or power loss verified and/or determined by reputable independent third party testing laboratories such as PI Berlin, Sandia National Labs, or a mutually acceptable third party lab. Repaired or replaced Products will be subject to this Limited Product Warranty for the remainder of the original Product warranty period.



3. WARRANTY EXCLUSIONS:

THIS LIMITED PRODUCT WARRANTY SHALL NOT APPLY TO PRODUCTS THAT HAVE BEEN SUBJECT TO:

- (a) Use that is not consistent with Products' intended purpose and in accordance with Products' documentation;
- (b) Misuse, damage, abuse, neglect or accident; alteration, improper installation, application or removal, placed or mounted in an unsuitable physical or operating environment or maintained improperly; power failure or voltage surges, lightning, flood, fire, accidental breakage or other events outside Solaria's control;
- (c) Use with equipment not authorized by Solaria, including mirrors or other solar systems of any kind;
- (d) Damage or corrosion resulting from negligence or due to improper storage;
- (e) Damage to serial numbers, markings, legends or labeling, including being altered, defaced, or removed.
- (f) Damage from external stress, in excess of the Product's certified capabilities related to falling rocks, branches, roofing materials, hail or other debris;
- (g) Cosmetic defects stemming from normal wear and tear of the Product's materials or external stains, marks or scratches that do not affect performance or functionality and physical abuse
- (h) This limited product warranty shall not apply to normal wear and tear, aging or natural degradation that does not affect power output.
- (i) Any error, omission or defects caused by third party designs, data or technology;
- (j) Defects that result in reduced power output but does not render the power output of the Product below the Solaria's minimum warranted power output.

4. DISCLAIMER:

EXCEPT AS EXPRESSLY WARRANTED IN THIS LIMITED PRODUCT WARRANTY, THE PRODUCT IS PROVIDED "AS IS," AND CUSTOMER'S USE THEREOF IS AT ITS OWN RISK. SOLARIA DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SOLARIA DOES NOT WARRANT THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION OR WILL BE DEFECT-FREE, OR THAT THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS.

5. LIMITATION OF LIABILITY:

IN NO EVENT SHALL SOLARIA'S LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT OR CUSTOMER'S USE OF THE PRODUCT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE DEFECTIVE PRODUCT, AS EVIDENCED BY THE ORIGINAL INVOICE. IN NO EVENT SHALL SOLARIA BE LIABLE TO CUSTOMER, OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA OR OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF SOLARIA HAS BEEN INFORMED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES.

6. DISCLOSURE:

SOME JURISDICTIONS DO NOT ALLOW CERTAIN DISCLAIMERS AND/OR LIMITATIONS SUCH AS THOSE SET FORTH IN THIS LIMITED PRODUCT WARRANTY AND SUCH DISCLAIMERS AND/OR LIMITATIONS MAY NOT APPLY.

7. GENERAL:

(a) This Limited Product Warranty is governed by the laws of the State of California, without regard to its conflicts of law provisions. Customer hereby consents to the exclusive jurisdiction and venue of the state and federal courts located in the Northern District of California for all disputes related to the Products.

(b) All disputes arising hereunder must be brought by Customer no later than one (1) year after the event giving rise to the dispute occurred.

(c) The remedies in this Limited Product Warranty are Customer's sole and exclusive remedies and are in lieu of all other remedies at law or in equity, notwithstanding any failure of essential purpose.