

MOTEC INDUSTRIES INC. LIMITED WARRANTY

This LIMITED WARRANTY applies to photovoltaic modules sold by Motech Industries Inc. (“MOTEC”) from the delivery date to its direct customers installing them (“Original Buyer”).

Covered Modules

IM36 Series ; IM42 Series ; IM48 Series ; IM54 Series ; IM60 Series ; IM72 Series ;
XS36 Series ; XS42 Series ; XS48 Series ; XS54 Series ; XS60 Series ; XS72 Series.
 (“Modules”)

Ten Year Limited Product Warranty

Subject to the terms set forth below, MOTEC warrants its Modules to be free from defects in workmanship and materials under normal application, use, installation and service conditions specified in MOTEC product specifications and installation instructions, for a period of ten (10) years from the date of delivery to the Original Buyer.

If a Module malfunctions or becomes inoperable solely due to a defect in workmanship or material during the ten-year period of this limited warranty, MOTEC will, at its option, either repair or replace the Module or provide appropriate residual market value of the Modules. Claims against workmanship and materials warranty will be accepted only when suspected defects have been confirmed by MOTEC or its authorized representatives. Any repaired or replaced part furnished under this limited warranty shall carry this warranty on the same terms as defined herein for the balance of the original warranty period. This warranty does not apply to any cosmetic changes which occur after delivery by MOTEC that do not affect the functionality of the module.

This limited product warranty does not include power output, which shall be exclusively covered under the twenty-five (25) year Limited Progressive Warranty as described below. This limited warranty, as well as the Limited Progressive Warranty on power output below, shall transfer from the Original Buyer to subsequent buyers/end users for the remainder of the warranty period, provided the subsequent

buyers/end users can show that the Modules have not been moved or relocated from their originally installed location.

Twenty-Five Year Limited Progressive Warranty on Power Output

Although a Module is essentially a solid-state device, some reduction in power output over time is a normal aging characteristic and is to be expected. MOTECH offers a progressive module output warranty, for a period of twenty five (25) years from the date of delivery to the original buyer (“Warranty Period of Power Output”), that declines over time on an annual basis where Year One of the Warranty Period of Power Output has a 3% decline and Year Two through Year Twenty-Five of the Warranty Period of Power Output a declination rate of 0.7% is applied per year to the minimum rated power output level. The power output values shall be those measured under MOTECH’s standard measurement conditions as provided in the related product specifications. Should the power output of a MOTECH Module fall below its minimum calculated output as of the current year anniversary of delivery, MOTECH will, at its option, repair or replace the Module, or supplement the power shortfall of the Module with additional modules as MOTECH determines necessary to meet the minimum calculated power output level of the current year anniversary of delivery.

Warranty Exclusions

If, in MOTECH’s sole judgment, a Module has been subject to misuse, neglect or accident or has been damaged through abuse, alteration, vandalism, theft, improper installation or application, failure to follow MOTECH’s operation or maintenance instructions, or negligence in transportation, handling, or storage, or repaired by anyone other than MOTECH and its authorized representatives, or the label or serial number on the Module have been changed, deleted, peeled off or made unrecognizable, or the Module has been damaged due to chemical exposure, or exposure to improper voltage or power surge, this limited warranty will not be applicable.

This limited warranty specifically is not applicable to the Modules that are installed or used in corrosive areas, marine environments, under abnormal environmental conditions, or on mobile units. This limited warranty will also not cover damage due to acts of God and other events reasonably beyond MOTECH’s control.

Warranty coverage does not include any transportation costs for return of Modules or for shipment of any Modules after repair or for replacement, or costs associated with removal, installation or re-installation of Modules.

Exclusion of Liability

Damage to persons or property or other loss or injury resulting from defect in the Module or from improper installation or use shall not be the responsibility of MOTECH. MOTECH will not under any circumstances be liable for any indirect, special, incidental or consequential damages of any nature, whether based on contract, tort or other legal theory including, without limitation, business interruption costs, removal and/or reinstallation costs, re-procurement costs, loss of profit or revenue, loss of data, promotional or manufacturing expenses, overhead charges, injury to business reputation or loss of customers, even if MOTECH has been advised of the possibility of such damages.

Limitation of Liability

In all cases, MOTECH'S total liability will be limited to one hundred percent (100%) of the amount actually paid by the Original Buyer to MOTECH for the Module which is the subject of a claim. **THIS LIMITED WARRANTY STATES THE ENTIRE LIABILITY OF MOTECH AND THE SOLE AND EXCLUSIVE REMEDY OF THE ORIGINAL BUYER AND SUBSEQUENT BUYER(S)/USER(S), FOR MOTECH'S FURNISHING OF NON-CONFORMING OR DEFECTIVE MODULES.**

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF MOTECH, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITES ARE EXPRESSLY AGREED TO IN WRITING BY MOTECH .

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON WARRANTIES OR EXCLUSIONS OR LIMITATION OF DAMAGES. ACCORDINGLY, THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY. THESE WARRANTIES GIVE CUSTOMER SPECIFIC LEGAL RIGHTS, AND A CUSTOMER MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

Warranty Claim Procedure

Claims under this limited warranty will be considered if submitted by registered or certified mail to the Warranty Claim Department of Motech Industries Inc., Southern Taiwan Science Park, No.2, Dashun 9th Rd., Xinshi Dist., Tainan City 74145, Taiwan. All claims must be received within 60 days following the discovery of any defect under this limited warranty, with specific details (including MOTECH's serial number) in writing, and MOTECH or its authorized representative(s) are permitted a reasonable opportunity to examine and analyze the Module in question. Authorized representatives or agents of MOTECH may request further documentation in support of any claim, and must approve any claim in writing.

Product Replacement

When a replacement Module is supplied, MOTECH will make commercially reasonable efforts to provide a Module of the same type. MOTECH has the right to deliver a replacement Module of a different type than the replaced Module if MOTECH has discontinued producing the replaced Module at the time of the claim. MOTECH may supply used or repaired Modules as replacement. The replaced Module shall become the property of MOTECH.

Severability

This Limited Warranty shall be granted and construed in accordance with the laws of Taiwan, without regard to the jurisdiction's conflict of law provisions.

If any provision of this Limited Warranty is held unenforceable or illegal by a court or other body of competent jurisdiction, such provisions shall be modified to the minimum extent required so the rest of this Limited Warranty will continue in full force and effect.

These warranties shall be applicable to modules manufactured after July 12, 2017, and the day future warranties become effective.

This LIMITED WARRANTY is subject to change by MOTECH without prior notice.