

LIMITED WARRANTY FOR CRYSTALLINE PHOTOVOLTAIC MODULES FROM Futuresolar

Valid from June 1st, 2020

This limited warranty ("Limited Warranty") is issued by Futuresolar Group or its successors or assigns ("Futuresolar Group"), and applies exclusively to Futuresolar Modules (as defined in Section 1.a).

1. SCOPE

a. Products

Futuresolar Modules are defined in this Limited Warranty as Futuresolar branded photovoltaic modules that are sold by manufacturer Futuresolar or its successors or assigns.

b. Beneficiary

The sole and exclusive beneficiary of this Limited Warranty is an end customer who purchases Futuresolar Modules from Futuresolar Group or from any one of its authorized distributors ("Distributor") and is the initial installer of such modules into a specific photovoltaic (PV) solar energy project ("Project"), and any of the end customer's permitted successors or assigns ("Customer").

c. Validity

This Limited Warranty takes effect on June 1st, 2016 and shall remain valid until a new version of warranty applying to Futuresolar Modules is released by Futuresolar Corp.

d. Term

The term of this Limited Warranty ("Term") for the Customer begins on the date of initial delivery to the Customer ("Warranty Start Date") and ends at the end of the warranty periods set forth in Section 2. The performance of warranty services under this Limited Warranty does not extend the Term. Futuresolar Corp's obligations under this Limited Warranty are conditioned upon the Customer's compliance with its payment obligations for purchase of the applicable Futuresolar Module.

2. WARRANTY

a. Product Warranty

Subject to the terms and conditions in this Limited Warranty, Futuresolar Group warrants to the Customer for a period of ten (10) years following the Warranty Start Date that the Futuresolar Modules sold by Futuresolar Group or Distributor: (i) will be free from defects in materials and workmanship that have a significant negative effect on the power output of the Futuresolar Modules; and (ii) will be free from potential-induced degradation in accordance to the test criteria: Cells at -1500V against ground, with conductive metal foil covered module surface, 25 °C, 168 h, (collectively, "Product Defect"). The Product Warranty does not warrant a specific power output of the Futuresolar Modules, which shall be exclusively covered under the Performance Warranty in Section 2.b.

Product Defect does not include any cosmetic changes or other changes in the Futuresolar Modules' appearance, including but not limited to, any color changes, mold and normal wear and tear.

b. Performance Warranty

Subject to the terms and conditions of this Limited Warranty, Futuresolar Corp warrants to the Customer that the Futuresolar Modules are manufactured to

(1) SINGLE GLASS SERIES:

(i) produce a power output of at least ninety-seven percent (97%) of the minimum power output specified in the applicable module data sheet during the first twelve (12) months following the Warranty Start Date, and (ii) 0.7% each year thereafter until that date which is twenty-five (25) years following the Warranty Starting Date, at which time the Actual Power Output shall be not less than 80.7% of the Nominal Power Output.

(2) DOUAL GLASSES SERIES:

(i) 2.5 % in the first year; (ii) 0.5 % each year thereafter until that date which is thirty (30) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 83.0 % of the Nominal Power Output.

(3) BIFACIAL SERIES:

(i) 2 % in the first year; (ii) 0.45 % each year thereafter until that date which is thirty (30) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 84.0 % of the Nominal Power Output.

4. EXCLUSIONS

The Limited Warranty shall not apply to any Futuresolar Modules affected by the following events or conditions:

- usage, transport, storage, installation and/or handling in any manner that fails to strictly comply with the Installation Manual and the Packaging and Transportation Information sheet applicable to the Futuresolar Modules;
- system or components of such system that are of a design, configuration or installation that does not meet the standards typically used by experienced professionals in the industry;
- incorrect, improper or inadequate service, operation or maintenance of the Futuresolar Modules or of the Project, or any normal wear and tear of the Futuresolar Modules;
- damage caused by extreme environmental sources of impact, including, but not limited to (i) acid rain or snow, (ii) blowing sand, (iii) saline air, (iv) pollution of any kind in the air, soil or groundwater, (v) unusual oxidation levels, (vi) mold, or (vii) any nearby fire, explosion, smoke or charring;
- damage caused by acts of nature or acts of God, including, but not limited to, lightning, hail, frost, snow, storms, tidal waves, floods, extreme temperatures, earthquakes, typhoons, tornadoes, volcanic eruptions, meteorites, ground motions, earth fissures or landslides;
- damage caused directly or indirectly by acts of violence or intervention by third parties or external forces, including but not limited to, misadventure, riots, war, insurrection, communal violence, unin-

tentional damage by third parties, vandalism, damage caused by animals, and/or acts or omissions by third parties beyond the reasonable control of Futuresolar Group;

7. damage to the Project in which the Futuresolar Modules are installed caused by external factors, including, but not limited to, voltage fluctuations, power peaks, excess current, power failure, poor electrical or mechanical engineering work, or other faults occurring in a power supply system with or without mains connection, whether or not such faults in the power supply system was contributed to by any act or omission of the Customer;
8. Futuresolar Modules are modified or used in processes involving other products, without obtaining the prior written consent of Futuresolar Corp;
9. the serial number or product label has been removed, changed, deleted or made unrecognizable;
10. the Futuresolar Modules are used on any mobile carriers (such as motor vehicles or ships);
11. the conditions of use at the Project, at any time, exceed the specifications set out in the applicable module data sheet; and/or
12. the Customer fails to notify the Distributor or Futuresolar Group of a Product Defect or Performance Defect within 30 days of the initial discovery or prior to the end of the applicable warranty period set forth in Section 2.

5. WARRANTY CLAIMS

a. Customer Inspection

The Customer must inspect the Futuresolar Modules for visible defects when delivered. The Customer must notify Futuresolar Group of any defects immediately, but in no event later than thirty (30) days any such defects were discovered during such visible defect inspection process.

b. Warranty Claims

The Customer will be entitled to make claims under this Limited Warranty ("Warranty Claims") only if the Customer has provided documented evidence sufficient to prove that the malfunctioning or non-conformity of the Futuresolar Modules resulted exclusively from a Product Defect or Performance Defect covered by this Limited Warranty. If the Warranty Claim is based on glass breakage, then the Customer shall conduct a static load calculation on the substructure.

c. Warranty Claim Compliance

The Customer must comply with the Futuresolar Group's then-current Return Merchandise Authorization ("RMA") process to make any Warranty Claim. Futuresolar Group will not accept any Warranty Claims not in compliance with the RMA or Warranty Claims that use the delivery of any unauthorized return shipments of Futuresolar Modules.

d. Warranty Claim Procedure

The Customer is responsible for shipping the Futuresolar Modules to Futuresolar Group for evaluation at the Customer's expense. Futuresolar Corp shall pay the costs of a technical inspection and, in the event that the warranty claim is confirmed by such inspection, transportation. Otherwise, the Customer shall be charged with these costs. To make a Warranty Claim, the Customer must submit the original receipt or invoice, which bears the date of the purchase and of the delivery, the serial numbers of the relevant Futuresolar Modules and the name of the authorized distributor or seller.

e. Ownership Interest

The Futuresolar Modules sent to Futuresolar Group in the course of the RMA process shall remain the property of the Customer until any inspection has been completed and Futuresolar Group provides a replacement or refund. At the time any re-

fund or delivery of a replacement Futuresolar Module to the Customer takes place under this Limited Warranty, the ownership interest of the defective module passes to Futuresolar Corp. Any repaired, replaced or additionally supplied modules will be warranted only for the remainder of the original warranty period applicable to the original Futuresolar Modules.

6. REMEDIES

a. Product Defect Remedy

If Futuresolar Group determines, following a Warranty Claim, that a Futuresolar Module has a Product Defect, then Futuresolar Group shall, at its discretion, within a reasonable time: (i) remedy or repair the Product Defect; (ii) provide a replacement module in place of the Futuresolar Module with the Product Defect; or (iii) provide the Customer monetary compensation equal to the purchase price of the Futuresolar Module subject to an annual four percent (4%) depreciation rate on the original purchase price as evidenced by the invoice produced by the Customer; provided, however, if the Customer fails to produce an original invoice, then the price shall be based upon the then-current per watt market price of a comparable PV module in a similar market and the date shall be based upon the date of manufacture according to the Futuresolar Corp records.

b. Performance Warranty Remedy

If Futuresolar Group determines following a Warranty Claim that a Futuresolar Module has a Performance Defect, then Futuresolar Group shall, at its discretion, within a reasonable time: (i) remedy or repair the Performance Defect; (ii) provide a replacement module in place of the Futuresolar Module that has the Performance Defect; (iii) make up the difference to the guaranteed power output by providing additional modules; or (iv) provide to the Customer monetary compensation equal to the portion of the purchase price of the Futuresolar Module that is in the same proportion to the purchase price as the actual measured power is to the guaranteed power subject to an annual four percent (4%) depreciation rate on the original purchase price as evidenced by the invoice produced by the Customer; provided, however, if the Customer fails to produce an original invoice, then the price shall be based upon the then current per watt market price of a comparable PV module in a similar market and the date shall be based upon the date of manufacture according to the Futuresolar Group records.

c. Sole and Exclusive Remedy and Obligation

THE REMEDIES SET FORTH IN THIS SECTION 5 ARE FUTURESOLAR GROUP'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION, AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, FOR ANY PRODUCT DEFECT OR PERFORMANCE DEFECT IN ANY FUTURESOLAR MODULE. THE REMEDY EXTENDED TO THE CUSTOMER SPECIFICALLY EXCLUDES ANY REIMBURSEMENT FOR THE COSTS OR EXPENSES INCURRED IN THE DISMANTLING OR INSTALLATION OF THE FUTURESOLAR MODULES, REPLACEMENT MODULES OR PARTS, OR LOSS OF POWER.

7. WARRANTY LIMITATIONS

THE WARRANTIES SET FORTH IN THIS LIMITED WARRANTY ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING ANY FUTURESOLAR MODULES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

HOWEVER, IF A FUTURESOLAR MODULE IS SOLD AS A CONSUMER PRODUCT, TO THE EXTENT REQUIRED BY APPLICABLE LAW, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE LIMITED TO THE PERIODS OF THE LIMITED PRODUCT AND LIMITED PERFORMANCE WARRANTIES SET FORTH ABOVE, OR SUCH SHORTER PERIOD AS REQUIRED BY APPLICABLE LAW. THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS, AND THE CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. FUTURESOLAR Corp IS NOT RESPONSIBLE OR LIABLE IN ANY WAY 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 ANY FUTURE SOLAR MODULES UNLESS OTHERWISE STIPULATED BY MANDATORY STATUTORY LAW. IN PARTICULAR, FUTURE SOLAR GROUP'S LIABILITY FOR FRAUDULENT OR WILLFUL INTENT, GROSS NEGLIGENCE OR PERSONAL INJURY, IN EACH CASE, UNDER APPLICABLE MANDATORY LIABILITY LAW SHALL REMAIN UNAFFECTED.

EXCEPT AS PROVIDED IN THIS SECTION 6, THE FUTURE SOLAR MODULES, THE PRODUCT DOCUMENTATION AND ALL INFORMATION ARE PROVIDED ON AN "AS IS" BASIS.

THE CUSTOMER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE RELEVANT SALES AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE FUTURE SOLAR MODULES WOULD BE SUBSTANTIALLY HIGHER.

SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO THE CUSTOMER IN SAID JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE CUSTOMER IN SAID JURISDICTION. THE CUSTOMER MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS LIMITED WARRANTY FOR FUTURE SOLAR MODULES, AND MAY ALSO HAVE OTHER MANDATORY RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION, WHICH SHALL REMAIN UNAFFECTED.

IN NO EVENT WILL FUTURE SOLAR CORP BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOSS OF USE, LOST REVENUE AND/OR LOST POWER, ARISING FROM OR RELATING TO THIS WARRANTY OR ANY FUTURE SOLAR MODULE OR ANY REPLACEMENT OR ADDITIONAL MODULE SUPPLIED BY FUTURE SOLAR CORP HEREUNDER, EVEN IF FUTURE SOLAR CORP IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL LIABILITY OF FUTURE SOLAR CORP, ANY DISTRIBUTOR, AND/OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS ARISING FROM OR RELATING TO THIS LIMITED WARRANTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT RECEIVED BY FUTURE SOLAR Corp FOR THE FUTURE SOLAR MODULE THAT IS THE SUBJECT OF THE CLAIM OR DISPUTE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE CUSTOMER IN SAID JURISDICTION.

8. ASSIGNMENT

Customer Assignment

Customer Assignment. Customer may assign this Limited Warranty for any Future Solar Module to a new owner of the entire photovoltaic system in which such module is originally installed, provided that such system remains intact in its original place of installation. This Limited Warranty may not otherwise be assigned or transferred, and any attempt to assign or transfer in violation of this Section 7 shall be null and void.