

**Star Solar Inc.**

Limited Warranty  
Certificate

Star Solar Inc. (hereafter “Star Solar”) provides a Limited Product Warranty and Limited Power Warranty under the terms and conditions herein (“Limited Warranty”) to the original end user purchaser (“Customer”) with respect to Star Solar branded product photovoltaic module products, the PV MODULE.

## 1. General Exclusion

The warranties described herein shall be sole and exclusive warranties granted by Star Solar Inc. and shall be the sole and exclusive remedy available to the purchaser. This exclusion applies to the extent permissible by law. Correction of defects, in the manner and for the period of time described herein, shall constitute complete fulfillment of all liabilities and responsibilities of Star Solar to the purchaser or end user with respect to the PV MODULE and shall constitute full satisfaction of all claims, whether based on contract, negligence, and strict liability otherwise. In no event shall Star Solar be liable, or in any way responsible, for any damages or defects in the PV MODULE which were caused by repairs or attempted repairs performed by anyone other than Star Solar or other authorized service providers. Star Solar shall not be liable or in any way responsible for any incidental or consequential loss. Star Solar's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the purchaser, for the single unit of PV MODULE.

## 2. Warranty

### a) 30 Years Limited Product Warranty

The warranty period for material defects and workmanship is 30 years from the Warranty Start Date, the PV MODULES(s)

- Will be free from defects in design, material, workmanship or manufacture that materially impede their functioning, and
- Will conform to the specifications and the drawings applicable thereto.

Any deterioration in appearance of the product, including, without limitation, any scratches, stains, mechanical wear, rust, mold, optical deterioration, and other changes, which occur after delivery to Buyer shall not qualify as a defect hereunder, if and to the extent such deterioration does not result in a material impairment of the functioning of the PV MODULE. A claim in the event of glass breakage arises only to the extent that there was no external cause of the breakage.

### b) 30 Years Limited Power Warranty

The warranty period with respect to minimum power output continues for a total of 30 years from the Warranty Start Date, at the end of the first year, minimum power will be not less than 97.5% for PV Modules of the minimum rated power output as specified in Star Solar's Product Specification, provided that such loss in power is determined to be due to defects in material or workmanship and at the end of each subsequent year after the first year, the power output will not have reduced by more than 0.6% per year, of the original rated power output as specified in Star Solar's Product Specification, provided that such loss in power is determined to be due to defects in material or workmanship.

## 3. Additional Item(s) Excluded from Warranty Coverage

Warranty coverage does not apply when:

- a) The PV MODULE is improperly installed or abused or misused in transportation, storage, handling, installation, application, use, or service,

- b) If the type or serial number(s) of the PV MODULES have been altered, removed or made illegible,
- c) The PV MODULE is installed in a mobile (not including photovoltaic tracking systems) or marine environment, direct contact with corrosive agents or salt water, pest damage, or abnormal environmental conditions (such as acid rain or industrial chemical, including ammonia) or improper voltage or a malfunction photovoltaic system components or operating conditions, which are not expressly allowed in the installation and user manual,
- d) The components in the construction based on which the PV MODULE is mounted are defective, External corrosion, mold discoloration or the like occurs,
- e) Star Solar's installation and/or user manuals have not been followed,
- f) Modification, repair, or alteration without the express, prior consent of Star Solar,
- g) Serviced by unqualified personnel under relevant law and/or applicable regulations at the place of installation,
- h) PV Modules shows non-conformances due to cosmetic blemishes associated with installation or normal wear and tear,
- i) PV Modules are removed and reinstalled at a new site,
- j) Force majeure events beyond Star Solar's control, such as but not limited to, flood, fire, lightning, electrical surges, vandalism, tampering, accidental breakage,
- k) Events beyond Star Solar's control without limitation any technological or physical event or condition that is not reasonably known or understood at the time the Customer purchased the PV Modules,
- l) Full and final payment for the PV Module has not been received by Star Solar
- m) Defects caused by the PV MODULE being subjected to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening or repair, repair by use of unauthorized spare parts, grid power surges, accident, force of nature (such as lightning strike), influence from chemical product or other acts beyond Star Solar's reasonable control (including but not limited to damage by fire, flood, etc.),
- n) Death or injury to persons resulting from any cause other than negligence of Star Solar, its employees or representatives; and
- o) Incidental, consequential or special damages such as loss of use, loss of profits, revenues, business, goodwill, damage to reputation or expensed payable to a third party.

p) The "Limited Warranty" is only valid for products from authorized U.S. resellers of Star Solar products. Buyers may contact the Customer Support Office in their region (as detailed in clause 11) for details of authorized U.S. resellers of Star Solar products.

#### **4. Various**

The repair or replacement of the PV MODULES or the supply of additional PV MODULES does not cause the amendment of the original Warranty Start Date, nor shall the original periods of this "Limited Warranty for PV Module" be extended. Any replaced PV MODULES shall become the property of Star Solar for their disposal. In the case of Star Solar discontinuing the PV MODULE type being covered by this warranty, Star Solar has the right to deliver another type of PV MODULE (different in size, color, shape and/or power) of equivalent or greater power as appropriate.

#### **5. Force Majeure**

Star Solar shall not be responsible or liable in any way to the purchaser or any third- party arising from any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Warranty for PV Module" , due to acts of God, war, riots, strikes, unavailability of suitable and sufficient labor, material, 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 reasonably known or understood at the time of the sale of the PV MODULES or the claim.

#### **7. Severability**

If a part, provision or clause of this "Limited Warranty for PV Module", or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this "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.

#### **8. Transferability**

This warranty can be transferred to the new legal owner of the PV MODULE providing that

- a) They also take possession of the original proof of purchase,
- b) The modules remain in their original installation location,
- c) No other terms within this warranty have breached prior to the transfer of ownership. For the avoidance of doubt, the transfer of this warranty does not amend the original Warranty Start Date, nor the applicable periods as specified within this warranty.

## 9. Warranty Start Date

The Warranty Start Date is either, the date of purchase by the customer or 6 months after the date of production, which ever date is earlier.

## 10. Claims Procedure

a) In the event that the Purchaser ascertains a justified claim can be made upon this “Limited Warranty for PV Module”, an Immediate notification to Star Solar, at the regional Customer Support Office shall be filed in writing, or by email to directly to Star Solar at the address below, specifying each alleged claim including evidence of the claims, to include proof of purchase to the original Purchaser, monitoring software graph showing module voltage & current during peak sun, and the corresponding serial numbers of the PV MODULE to which the alleged claim is being filed.”

b) Customer Support Office - USA, 515 S. Flower St., 18th Floor, Los Angeles, CA 90071 | Email claims address: warranty@starsolar.com

c) The return of any PV MODULES will not be accepted unless prior written authorization has been given by Star Solar.

d) Upon said authorization to return PV MODULE(s), the Purchaser must arrange secure packaging of sufficient standard to ensure no change in state of the PV MODULE during return shipment and to insure said PV MODULE to the benefit of Star Solar Inc. Star Solar will be responsible for any transportation charge, customs clearance or any other costs for the return of the PV MODULES, or for reshipment of any repaired or replaced PV MODULES, but will not be responsible for the costs related to installation, removal or reinstallation of the PV MODULES or energy production.

e) In the event that there is a dispute arising from the technical evaluation of the claim validity, a first-class international test institute such as TUV Rheinland in Cologne, Germany or Arizona State University, USA or other of equal international standard, shall be involved to judge the claim. The first class testing laboratory will be approved by both parties. The determination by the first-class test- institute shall be final, conclusive and binding on both parties. The party whose own determination is counter to the first-class test-institute determination shall bear the cost of the third-party technical evaluation.

It is Star Solar’s belief that you, as a purchaser, will have trouble free use and enjoy ongoing viability of operation by deploying Star Solar’s PV MODULES. This Limited Warranty provides confirmation of the remedial rights and offers additional comfort. If you seek additional information on the applicability of this Limited Warranty, please contact your Star Solar representative.