

## MEGACELL

### Limited Warranty for PV Modules

#### April 2015 Edition

Thank you for purchasing a MegaCell Module (“MODULE”) manufactured by MegaCell srl - Italy

#### 1. Warranted Products

This Limited Warranty for PV Modules (“LIMITED WARRANTY”) shall only apply to the following MODULES supplied by MEGACELL srl:

##### **Monocrystalline silicon MODULE**

- MBA-GG60 series (frameless module)
- MBF-GG60 series (with frame module)

#### 2. Limited Product Warranty – 12 Years Repair, Replacement or Refund Remedy

MEGACELL warrants the CUSTOMER that each MODULE will be free in all material respects from defects in materials and workmanship under normal application, installation, use and service conditions for a period of twelve (12) years starting from the WARRANTY START DATE (as defined in Section 12. “Validity”). If any MODULE fails to conform to the warranty in this Section 2, MEGACELL will, at its sole discretion, either :

a) repair or replace the MODULE or

b) refund a reasonable pro-rate portion of the purchase price paid by CUSTOMER for the MODULE as a compensation.

Any deterioration in appearance of the product (including any scratches, stains, mechanical wear, rust, or mold), or any other changes to the product which occur after delivery to the CUSTOMER, do not constitute a defect under this LIMITED WARRANTY insofar the change does not lead to a deterioration of the operational capabilities of the MODULE. Any event of glass breakage produces MEGACELL’s obligation only to the extent that there was no external cause of the breakage.

The foregoing remedies shall be MEGACELL’s sole and exclusive obligation, and CUSTOMER’s sole and exclusive remedy, for any MODULE’s failure to conform to the LIMITED WARRANTY in this Section 2 and any repair or replacement shall not extend the warranty period set forth herein. The warranty in this Section 2 does not warrant a specific power output; warranty on specific power output is defined in Section 3 of this LIMITED WARRANTY.

### 3. Limited Power Warranty

MEGACELL additionally warrants power output under normal application, installation, use and service conditions, as follows:

- a. within a period of 3 (three) years from the WARRANTY START DATE the MONOCRYSTALLINE MODULE will produce a POWER OUTPUT (as defined in Section 13. "Definitions") not below 98% (ninety-eight %) of the NOMINAL POWER (as defined in Section 13. "Definitions") specified in MEGACELL's applicable product information sheet for the MODULE
- b. after the first 3 years from the WARRANTY START DATE the MONOCRYSTALLINE MODULE will exhibit a NOMINAL POWER decrease not exceeding 0,20% (zero point twenty %) per year for a period of 9 (nine) years, so that after 12 (twelve) years from the WARRANTY START DATE, the module will produce a POWER OUTPUT not below 96,20% (ninety-six point twenty %) of the NOMINAL POWER specified in MEGACELL's applicable product information sheet for the MODULE
- c. after the first 12 years from the WARRANTY START DATE the MONOCRYSTALLINE MODULE will exhibit a NOMINAL POWER decrease not exceeding 0.35% (zero point thirty-five %) per year for a period of 13 (thirteen) years, so that after 25 (twenty-five) years from the WARRANTY START DATE the module will produce a POWER OUTPUT not below 91,65% (ninety-one point sixty-five %) of the NOMINAL POWER specified in MEGACELL's applicable product information sheet for the MODULE.

### 4. Limited Remedy

If any MODULE fails to conform to the Limited Power Warranty as described in this Section 3 and, provided that such loss in power is determined by MEGACELL to be due solely to defects in materials or workmanship, then MEGACELL will, at its sole discretion, replace such loss in power by either:

- i) repairing or replacing the MODULE
- ii) providing to CUSTOMER an additional MODULE (or MODULES) to generate additional power compensating for such loss measured. The above loss in power will be calculated on the total measured missing power of the claimed modules
- iii) providing economical compensation for the reduced POWER OUTPUT performance of the MODULE.

The foregoing remedies shall be MEGACELL's sole and exclusive obligation, and CUSTOMER's sole and exclusive remedy, for any MODULE's failure to conform to the warranty in this Section 3 and any repair or replacement shall not extend the warranty period set forth herein.

### 5. Exclusions and Limitations

In addition to any other exclusion, limitations or conditions set forth in this LIMITED WARRANTY, the following exclusions and limitations apply to this LIMITED WARRANTY:

- a) All warranty claims must be received within the applicable warranty period for this warranty to be effective.
- b) This LIMITED WARRANTY does not apply to any MODULE which, in MEGACELL's sole judgment, has been subjected to:
- Misuse, abuse, neglect or accident;
  - Improper transportation, storage or handling;
  - Alteration, improper installation or application;
  - Non-observance of MEGACELL's installation and maintenance instructions;
  - Repair or modifications by someone other than an approved service technician of MEGACELL;
  - Installation in direct contact with salty water, that is in offshore (e.g. platforms) and marine (e.g. piers, boats) applications, or contamination by exceptional exposition to salty water or other chemicals;
  - Installation in marine environments (that is, in locations where the distance from the sea is below 500 m) in case of the requirements imposed in the applicable installation manual of the MODULE are not fulfilled;
  - Power failure surges, lightning, flood, fire, natural disaster, accidental breakage, vandalism or other events outside MEGACELL's control.
- a) This LIMITED WARRANTY does not cover any cost associated with installation, removal or re-installation of any MODULE and (except as explicitly set forth in the final paragraph of Section 7 below) customs clearance or any other costs for return of any MODULE
- b) Warranty claims will not be honored if the type or serial number of any MODULE has been altered, removed or made illegible.

## 6. Limitation of Warranty Scope

### a) Disclaimers

This LIMITED WARRANTY is expressly in lieu of and excludes all other express or implied warranties, including but not limited to warranties of merchantability, title, non-infringement and fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of MEGACELL, unless such other obligations or liabilities are expressly agreed and approved by MEGACELL in a specific separate written agreement.

### b) Limitation of Liability

To the maximum extent permitted by applicable law, MEGACELL shall have no responsibility or liability whatsoever 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 MODULE, including, without limitation, any defect in any MODULE, or from use or installation of any MODULE. To the maximum extent permitted by applicable law, under no circumstances shall MEGACELL be liable for incidental, consequential or special damages, howsoever caused and even if MEGACELL has been advised of or reasonably could have foreseen such damages. Loss of use, loss of profits, loss of production and loss of revenues are hereby specifically and

without limitation excluded. To the maximum extent permitted by applicable law, MEGACELL's aggregate liability, if any, in damages or otherwise, shall not exceed the amount paid by customer for the MODULE that gave rise to the warranty claim.

## **7. Warranty Claim Submission and Verification**

If the CUSTOMER believes it has a justified claim covered by, and wishes to seek a remedy under this LIMITED WARRANTY, CUSTOMER shall promptly contact the local Customer Service Manager, where applicable, submitting written notification by mailing a registered letter or by sending an Email letter. The local Customer Service Manager will then provide instructions and Claim Form to be filled to process the claim. If the local Customer Service Manager were not applicable, CUSTOMER shall submit written notification directly to MEGACELL by mailing a registered letter to the address of MEGACELL listed hereunder (Section 14) or by sending an Email letter to the Email account of MEGACELL listed hereunder (Section 14) in order to get instructions and the Claim Form to be filled to process the claim. Customer shall provide MEGACELL all the serial numbers of the claimed MODULES.

The customer (and/or their Forwarding Company) is responsible to perform a complete and accurate visual inspection of the MODULE to detect any clear defect of the MODULE delivered by MEGACELL as soon as the goods are received. Any claim for damages arising from clear defect (such as, but not limited to, impacts on the packing or mechanical damages on each module) will only be accepted by MEGACELL if communicated in written form, as described above, within 10 (ten) working days after the receiving of the goods.

Without limitation to the above, any claim for defect non detectable from a visual inspection (for example an electrical malfunction) will only be accepted by MEGACELL if communicated in written form, as described above, within 10 (ten) working days after the certified discovery of the defect, and anyway not exceeding the period indicated in section 2.

The power output shall be measured under STC (Standard Test Conditions: cell temperature of 25 degree Celsius, radiation of 1000 W/m<sup>2</sup>, spectrum AM 1.5) using a performance test system and institute accepted by MegaCell. Upon receipt of all the documentation required and specified in MEGACELL's Claim Form, MEGACELL may in its sole and absolute discretion seek further verification of CUSTOMER's claim. The return of any MODULE to MEGACELL will not be accepted unless prior written authorization has been given by MEGACELL and CUSTOMER has complied with the packaging and shipping instructions provided by MEGACELL.

## **8. Severability**

If a part, provision or clause of this LIMITED WARRANTY, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect the validity or enforceability of any other part, provision or clause of this LIMITED WARRANTY or its applicability to any other person or circumstance, and to this end such other parts, provisions, clauses or a applications of this LIMITED WARRANTY shall be treated as severable.

## 9. Technical Disputes

In case of any dispute between MEGACELL and CUSTOMER as to the validity of any claim made under this LIMITED WARRANTY, a recognized ISO 17025 Certified Body Test Laboratory recognized by MEGACELL in its sole and absolute discretion, shall be involved to judge the claim finally. Any measurement will be conducted in accordance with IEC 60904 standards and at Standard Test Conditions (as defined in Section 13. "Definitions"). All fees and expenses associated with engaging such institute shall be borne by the losing party.

## 10. Various

This LIMITED WARRANTY is transferable to any subsequent owner of a MODULE solely in circumstances in which that MODULE remains installed in its original location. Any transferee is subject to all exclusions, limitations and conditions set forth herein.

In the event MEGACELL replaces any MODULE under this LIMITED WARRANTY, then: (a) The replaced MODULE shall become the property of MEGACELL and (b) if MEGACELL has discontinued producing the replaced MODULE at the time of the claim, MEGACELL has the right to deliver a replacement MODULE of a different type (e.g., in size, color, shape and/or power).

This LIMITED WARRANTY shall be governed and construed in accordance with the Italian Law, without regard to the Italian rules on conflict of Laws and to United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980).

All disputes arising out of or in connection with this agreement and/or the interpretation, execution or termination hereof, shall be fully submitted and finally settled by the Court of Padua, exclusively.

However, MEGACELL shall be entitled, at his sole discretion, to take action in the locale and/or legal jurisdiction in which the CUSTOMER is resident, and/or in any other locale or jurisdiction(s) which is appropriate, in the opinion of MEGACELL.

## 11. Force Majeure

MEGACELL shall not be responsible or liable in any way to CUSTOMER or any third-party for any non-performance or delay in performance of any terms and conditions of sale, including this LIMITED WARRANTY, due to Acts of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of MEGACELL. In such cases, performance by MEGACELL of this LIMITED WARRANTY shall be suspended without liability for the period of delay reasonably attributable to such causes.

## 12. Validity

This LIMITED WARRANTY shall apply to MODULEs manufactured by MEGACELL, with production date from 10/04/2015.

The start date of this LIMITED WARRANTY ("WARRANTY START DATE") shall be defined as the earlier of the sales invoice date of purchase of the MODULE by the CUSTOMER or one (1) year after the MODULE delivery from MEGACELL facility.

This Limited Warranty shall be valid until a new revision is issued by MEGACELL.

### 13. Definitions:

As used in Section 3 of this LIMITED WARRANTY, the term “POWER OUTPUT” of the MODULE is the power in Watt peak [Wp] that a MODULE generates in its Maximum Power Point, measured at Standard Test Conditions (STC), meaning:

- a) An irradiance of 1000 Watt per square meter [ $W/m^2$ ]
- b) Light spectrum of Air Mass (AM) 1.5
- c) A cell temperature of 25 degree Centigrade [ $^{\circ}C$ ] at right angle irradiation.

The POWER OUTPUT measurement shall be carried out in accordance with IEC 60904, with a measurement system error in accordance with EN 50380, by a MEGACELL facility or by a 3<sup>rd</sup> party Testing Laboratory recognized by MEGACELL. Testing equipment tolerances will be applied to all POWER OUTPUT measurements.

The term “NOMINAL POWER” means the nominal power output in watt peak [Wp] declared both in the nameplate of the MODULE and in MEGACELL’s applicable product information sheets for the MODULE itself. The declared NOMINAL POWER is defined in accordance with IEC 60904, with a measurement system error in accordance with EN 50380 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of MEGACELL valid at the date of manufacture of the MODULE.

### 14. Contact Information:

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Carmignano di Brenta, 10 April 2015

**MegaCell s.r.l**