

Silevo Standard Warranty Terms

3. Warranty.

(a) Ten Year Limited Warranty – Solar Modules. If the Products are solar modules, Seller warrants to Buyer that the solar modules and any other products provided to Buyer by Seller under this Agreement in connection with such solar modules (“Modules”) will be free from defects in materials and workmanship under normal use and service conditions as described in this Warranty and in the Silevo User Guide (“User Guide”) for solar modules for ten years following Shipment of the Modules to the original purchaser. If a Module is in breach of the foregoing warranty, Seller will, at its option, either repair or replace the Module under the terms of its Return Policy set forth in Paragraph 3(g).

(b) 25 Year Limited Power Output Warranty – Solar Module. If the Products are Modules, Seller additionally warrants to Buyer that Modules installed and used in accordance with the User Guide shall (i) during the first ten years following installation of the Modules, produce at least 90% of the nominal power output rating (Pmpp +/-5%), and (ii) during the 11th through 25th years following installation of the Modules, produce at least 80% of the nominal power output rating (Pmpp +/-5%). Power output shall be measured and normalized to Standard Test Conditions using a method and laboratory approved by Seller. If a Module is determined to be in breach of the foregoing warranty, Seller will, at its option, either repair or replace the Module under the terms of its Return Policy or provide supplemental Products to remedy the breach of warranty.

(c) Warranty on Repaired/Replacement Product. The warranty periods set forth above in Paragraphs 3(a) through 3(c) shall not extend or renew upon the repair or replacement of a defective Product. The warranty period for replaced or repaired Product shall be the remainder of the warranty period for the original Product that has been repaired or replaced. Additionally, any claim with respect to the warranty periods set forth in Paragraphs 3(a) and 3(b) (i) are subject to the limitations set forth in Paragraph 2(d) above, and (ii) must be brought within 90 days after Buyer (or any subsequent holder of the warranty pursuant to Paragraph 3(e)) discovers the failure of the Product to comply with the warranty terms.

(d) Limitation of Remedies. THE REMEDIES SET FORTH ABOVE ARE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY BY SELLER. The sole purpose of these exclusive remedies shall be to provide for the repair, replacement, or supplementation of Products in breach of warranty. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Seller is willing and able to replace or repair the breaching products, or to supplement with additional Product as described under "Twenty-Five Year Limited Power Output Warranty – Solar Module" above.

(e) Transfer of Warranty. This warranty will transfer from Buyer to any subsequent owner of the Products, subject to and effective upon (i) written notification to Seller of the transfer and the identity of the subsequent owner, and (ii) receipt by Seller of a copy of the Assignment Agreement attached as Exhibit E signed by Buyer and the subsequent owner.

(f) Proper Operating Conditions. The warranties provided hereunder shall be void and of no effect if the Product is not properly installed, integrated or maintained, or operated under normal operating conditions as specified in the User Guide. Seller is not responsible for damage to the Product due to improper handling, physical abuse or installation that is not consistent with the User Guide. The following are examples of some of the events that will void the warranty given by Seller under this Agreement (this list is not meant to be an exhaustive list of all events that will result in a loss of the warranties given under this Agreement):

- (i) Modification, customer repair, misuse, abuse, neglect or accident;
- (ii) Failure to comply with the User Guide;
- (iii) Service by service technicians who are not qualified under the relevant law and/or applicable regulations at the place of installation;
- (iv) a Product's type, nameplate or module serial number is changed, erased or made illegible (other than by any act or omission of Seller);
- (v) a Product's installation in a mobile device (except photovoltaic tracking system) or marine environment;
- (vi) exposure to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution);
- (vii) defects or failures in the solar installation or any of its components in which a Product is mounted;
- (viii) exposure to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening of Products, servicing by use of unauthorized spare parts, accident, force of nature (such as lightning strike, earthquake), influence from chemical products, or damage by fire, flood, collisions, or other external events that cause damage to Products.

(g) Return Policy. If a Product must be returned to Seller in the event of a warranty claim, Seller will arrange for the return of the Product at Seller's expense so long as such Product is returned in accordance with the Return Material Authorization (RMA) that will either be included with the Shipment or will be posted on Seller's webpage. The packaging, shipping method, return destination and other details concerning the return of Product will be specified in the RMA.

(h) Warranty Limitations. EXCEPT AS EXPRESSLY SET FORTH ABOVE, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AS TO ANY OF THE PRODUCTS SOLD PURSUANT TO THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL

DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR DAMAGE TO BUSINESS REPUTATION, ARISING, DIRECTLY OR INDIRECTLY, FROM THE SALE OR USE OF ANY PRODUCTS, WHETHER SUCH CLAIM IS BASED ON WARRANTY, AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF SELLER FOR NONCONFORMING PRODUCTS EXCEED THE AMOUNT PAID BY BUYER TO SELLER FOR THE PARTICULAR PRODUCT INVOLVED, PLUS REASONABLE SHIPPING EXPENSES INCURRED BY SUCH PURCHASER.

Referenced Information

Paragraph 2d

(d) Receipt of Goods; Prompt Inspection by Buyer. When the carrier has delivered a Shipment to Buyer's Destination, Buyer shall cause the carrier to issue, in the form attached as Exhibit D or such other form as may be hereafter prescribed by Seller, written notice that the Shipment has been delivered to Buyer's Destination (such notice being the "Receipt of Goods Certificate" and the date that a Shipment arrives at Buyer's Destination being the "Delivery Date"). Buyer shall sign the Receipt of Goods Certificate and shall deliver a copy of such signed Receipt of Goods Certificate to Seller within one business day after the Delivery Date. If Buyer or the carrier does not provide the Receipt of Goods Certificate to Seller within one business day after the Delivery Date, then (i) the transit time for the Shipment shall be deemed to be the number of days that an internationally recognized carrier quotes to deliver a shipment similar in size and weight to the Shipment from Seller's Shipping Point to Buyer's Destination on a standard shipping schedule, and (ii) the Delivery Date shall be deemed to be the date that results by adding such quoted transit time to the Shipment Date. Buyer shall have seven (7) days after the Delivery Date of a Shipment (the "Inspection Period") to open and inspect the Shipment in order to confirm that the Shipment contains the proper quantities of each type of Product and that there are no Physical Defects (as defined in Exhibit B). If Buyer notes an error in the types or numbers of Products or any Physical Defects, then Buyer shall provide written notice to Seller of such error or damage within the Inspection Period, together with a copy of packing lists, pictures or other documentation that evidences such error or damage. Upon receipt and validation by Seller of such error or damage (including validation by Seller that such error or damage was not caused by the loading, transit or unloading of the Shipment by Buyer's carrier), Seller shall either repair or replace the incorrect or defective Products in accordance with Paragraph 3(h) below. If Buyer does not provide written notice to Seller of any errors or damage in a Shipment within the Inspection Period, then (i) the Shipment will conclusively be deemed to have the correct quantities of each type of Product, and (ii) all Products in such Shipment shall conclusively be deemed to be free of Physical Defects.

Exhibit E

ASSIGNMENT AGREEMENT

1. _____ (“Buyer”) has purchased solar modules from Silevo, Inc. (“Silevo”) in accordance with the terms of a Solar Product Purchase Agreement (the “Purchase Agreement”). Buyer has installed the solar modules into the following solar array (the “Solar Array”):

Location of solar array: _____

Description and capacity
of solar array: _____

A description of the solar modules that were purchased by Buyer from Silevo and installed in the Solar Array is set forth on Exhibit A (the “Modules”).

2. Under the Purchase Agreement, Buyer is entitled to the benefit of warranties given by Silevo with respect to the Modules (the “Warranties”). _____ (“New Owner”) has purchased or otherwise acquired the Solar Array from Buyer and seeks to obtain the benefits of these Warranties as they apply to the Modules. The Warranties are assignable from Buyer to New Owner provided that they each sign this Agreement and provide a copy bearing their signatures to Silevo.
3. New Owner agrees that the following terms apply with respect to its right to enforce the Warranties as they apply to the Modules:
 - (a) Buyer has provided to New Owner, and New Owner has read, understands, and agrees to comply with, the following paragraphs contained in the Purchase Agreement: 3, 4, 5, 6, 7 and 8 (the “Applicable Paragraphs”).
 - (b) New Owner agrees that it shall be bound by the Applicable Paragraphs in the same manner that Buyer is bound by such paragraphs, and that its rights and obligations with respect to the Warranties and to Silevo are governed by the Applicable Paragraphs.
4. In consideration of the foregoing, Buyer assigns to New Owner, and New Owner accepts from Buyer, the Warranties as they apply to the Modules, subject to the terms and conditions set forth in this Agreement including, without limitation, the terms and conditions set forth in the Applicable Paragraphs.
5. Silevo and its successors and assigns are express third party beneficiaries of this Agreement and shall be entitled to enforce the terms of this Agreement as against either or both of Buyer and New Owner.

[Signatures on following page]

BUYER: _____

By: _____

Its: _____

NEW OWNER: _____

By: _____

Its: _____

Address and contact information for New Owner:

Address: _____

Contact Individual: _____

Telephone: _____

E-mail: _____

Telex: _____

EXHIBIT A

[Model numbers, identification numbers, and quantities of Modules]