



## LIMITED WARRANTY CONDITIONS – MAGE SOLAR PROJECTS, INC.

for all MAGE POWERTEC® PLUS AC mono- and polycrystalline Modules

MAGE SOLAR PROJECTS, INC.

MAGE SOLAR PROJECTS, INC. (hereafter **MAGE SOLAR**) grants the following limited product warranty (1.) and limited performance service warranties (2.) (together hereafter **Limited Warranties**) under the limited warranty conditions described in section 3 below (hereafter **Conditions**). The Conditions shall apply exclusively in favor of the End Customer<sup>1</sup> (as defined below) and are non-transferrable to third parties.

### 1. Limited product warranty

MAGE SOLAR warrants, subject to the following Conditions, in particular the limited performance service warranties under section 2 below, that the Modules<sup>2</sup> as defined below shall remain free from material or workmanship defects which affect their proper functioning for a period of ten (10) years from the Delivery Date<sup>3</sup> (as defined below). Visual changes, blemishes, scratches, color changes, rust, mold and any other changes which do not bring about any significant impairment of the Module's ability to generate electricity shall not be deemed to be defects in the meaning of this Limited Warranty.

### 2. Limited performance service warranties

The limited performance service warranties relate to reductions in performance (degradation) and the Module's minimum performance.

#### 2.1. 12 years

MAGE SOLAR warrants, subject to the Conditions, that for a period of twelve (12) years from the Delivery Date Modules distributed by it will retain a performance of at least 90% of the nominal power for the Module in question at the time of delivery under Standard Test Conditions<sup>4</sup> (as defined below).

#### 2.2. 30 years

MAGE SOLAR warrants, subject to the Conditions, that for a period of thirty (30) years from the Delivery Date Modules distributed by MAGE SOLAR will retain a performance of at least

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<sup>1</sup> **End Customer** means any buyer of a Module who has purchased it himself/herself/itself for his/her/its own use (and not for resale) or for a building in which the Module was first installed, excluding, without limitations, intermediaries, installation companies and subsequent buyers of a Module (the Module must be and remain a part of the solar installation in which it was first operated).

<sup>2</sup> **Module** or **Modules** means mono- and polycrystalline photovoltaic Module(s) of the MAGE POWERTEC® PLUS AC series.

<sup>3</sup> **Delivery Date** means the date when the Module leaves MAGE SOLAR's warehouse.

<sup>4</sup> **Standard Test Conditions** are defined as follows: (a) solar spectrum of AM 1.5; (b) irradiance of 1,000 W/m<sup>2</sup> and (c) Module temperature of 25°C. The measurements will be taken according to UL 1741. The test will be carried out at the clips of the terminal box.

80% of the nominal power for the Module in question at the time of delivery under Standard Test Conditions.

### **2.3 Collective output**

The limited performance service warranties set forth in sections 2.1 and 2.2 above shall govern the collective output of all Modules sold per invoiced order. By way of explanation, if one Module should fall below the respective nominal power threshold, but the collective output of all Modules sold per system equals or exceeds the respective nominal power threshold, then the underperforming Module shall not be subject to a Limited Warranty claim.

### **3. Limited warranty conditions**

The Conditions set out in this section 3 shall apply to the Limited Warranties set forth above.

MAGE SOLAR SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST SERVICES, COST OF SUBSTITUTE SERVICES, LOST PROFITS, LOST GOODWILL OR LOST SAVINGS, DOWNTIMES, LOSS OF PRODUCTION, LOSS OF SALES REVENUE, COMPENSATION FOR DAMAGE WHICH HAS NOT ARISEN ON THE MODULES THEMSELVES, AND EXPENSES RELATING TO THIRD-PARTY CLAIMS. ADDITIONALLY, MAGE SOLAR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGES OR INJURY TO PERSONS (INCLUDING, BUT NOT LIMITED TO BODY AND HEALTH) OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING FROM OR RELATING TO THE MODULES, INCLUDING WITHOUT LIMITATION, ANY DEFECTS AND/OR FAILURES IN THE MODULES OR FROM USE OR INSTALLATION OF THE MODULES, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF MAGE SOLAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MAGE SOLAR'S MAXIMUM LIABILITY UNDER ANY WARRANTY OR FOR ANY MANUFACTURING OR DESIGN DEFECTS IS LIMITED TO THE ACTUAL SALES PRICE FOR THE MODULES PAID BY THE ORIGINAL CUSTOMER.

IF AND TO THE EXTENT REQUIRED BY APPLICABLE LAW, WHERE THE ORIGINAL CUSTOMER IS A NATURAL PERSON, NOTHING IN THIS LIMITED WARRANTY SHALL OPERATE OR BE CONSTRUED TO OPERATE AS TO EXCLUDE OR RESTRICT THE LIABILITY OF MAGE SOLAR FOR DEATH OR PERSONAL INJURY OF THE CUSTOMER CAUSED BY REASON OF THE NEGLIGENCE OF MAGE SOLAR OR ITS EMPLOYEES OR AGENTS.

THE FOREGOING LIMITED WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, USE OR APPLICATION AND ALL OTHER OBLIGATIONS OR

LIABILITIES ON THE PART OF MAGE SOLAR, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. THE END CUSTOMER ACKNOWLEDGES THAT THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES.

No distributor or any other person or entity shall be authorized to expand or amend these Limited Warranties without the prior written consent of MAGE SOLAR.

### **3.1 Statutory warranty / exclusion / liability**

The Limited Warranties are a voluntary service rendered by MAGE SOLAR free of supplementary charge. The Limited Warranties shall only apply if the installation, application and usage of the Module are appropriate and normal and only if the conditions of use are normal. The following events with regard to the Module or parts of it, by way of inclusion but not exclusion, shall not be covered under the Limited Warranties and MAGE SOLAR disclaims any and all liability if any of them should lead to a reduction in performance or other damage/impairment of the Module:

- events of *force majeure* (including, but not limited to, storms, lightning strikes, hail, fire, water, power outages, accidents, flooding, snow damage, avalanches, frost damage, earthquakes, hurricanes, volcanic eruptions, landslides, plagues of insects and other damage caused by animals);
- damage caused by third parties (including, but not limited to, vandalism and theft);
- defects in the system in which the Module is installed;
- incorrect use/operation and handling or use contrary to the intended purpose, incorrect maintenance, carelessness or accidents (including, but not limited to, use under conditions for which the product was not designed, use in an unsuitable environment, or use in a manner contrary to applicable laws or regulations);
- repairs, initial installation or re-installation, start-up or demounting, disassembling and modification of Modules or parts thereof by a person who has not been certified by MAGE SOLAR. The installation instructions per Module type as currently in effect must be followed without exception, which shall be a prerequisite for the assertion of any Limited Warranty claims;
- voltage spikes;
- operation of the Modules on mobile units (e.g. vehicles) or not on land;
- the Modules being exposed to external factors (such as chemicals, salt, smoke, dirt and other contaminants as well as generalized corrosion and biological infestations) unless MAGE SOLAR has certified in writing that the Module has special resistance;
- Modules being connected to modules from other manufacturers not identical in construction;
- insufficient ventilation (in particular, the maximum temperatures specified in the installation instructions must not be exceeded);

- with regard to the micro inverter, any liability shall be specifically excluded for any defect or damage to the micro inverter:
  - a) if the micro inverter has been tampered with or otherwise damaged, either internally or externally;
  - b) if the micro inverter has been suffered damage caused by defects of other components of the solar system; or
- other events/circumstances which are beyond MAGE SOLAR's control.

For all Modules which are repaired or replaced, the same requirements and Limited Warranty periods shall apply as for the repaired or replaced Module, provided, however, that the original Limited Warranty periods shall not be extended or restarted. All right, title, and ownership in and to parts, products and/or Modules that have been replaced pursuant to the above limited product warranty and/or limited performance service warranties shall revert to MAGE SOLAR. Further requirements for asserting any Limited Warranty claims are that the Modules must have been used for their intended purpose, that there are no signs of wear or external damage which exceed the normal use and that the serial number and/or the product label have not been changed, removed or defaced.

The Limited Warranty shall not cover, and MAGE SOLAR will not be responsible for, any damage caused by incorrect or faulty processing of the micro inverter.

The Limited Warranties shall expire if the Module is removed from the original place of installation.

### **3.2. Services on the basis of the Limited Warranties**

If a Limited Warranty claim arises on the basis of the Limited Warranties, MAGE SOLAR shall exclusively and at its sole discretion, either repair the Module or part of it OR deliver a properly functioning Module or part of it which meets the Limited Warranties and is of equal or superior performance than the replaced Module or part, OR compensate for the shortfall in performance by providing additional Modules OR provide a financial remedy to the End Customer in the form of an appropriate residual value of the Module. MAGE SOLAR reserves the right, when delivering another Module or repairing the Module, to provide a different Module type which may differ in size, form, color and/or performance or use parts of improved design. The End Customer acknowledges that MAGE SOLAR may satisfy the replacement remedy described in section 3 above by supplying used and/or repaired products or parts as replacements as long as the replacement products comply with the Limited Warranties.

The Limited Warranties shall not cover shipping costs to return the non-conforming Modules, shipping costs for delivery of repaired or replacement Modules, costs of the removal and re-installation of the defective Modules, or other expenses incurred by the End Customer or distributor. Any further performances under the Limited Warranties are explicitly excluded. MAGE SOLAR's Limited Warranty services to be performed shall be limited in value to the the original costs of the Module.

### 3.3. Reporting Limited Warranty claims

Limited Warranty claims may only be asserted during the term of the applicable Limited Warranty. Any extension of the term of the Limited Warranties shall be excluded, regardless of the legal basis.

If the End Customer believes that he/she/it has a justified Limited Warranty claim, he/she/it shall notify the distributor which sold the Module to that effect in writing. Any claims stemming from or relating to the Limited Warranties shall be asserted within eight weeks after the discovery of the defect/reduction in performance (the time when the notification is received by MAGE SOLAR will be the basis for determining whether a claim has been reported within this deadline) or else shall be excluded and not be recognized by MAGE SOLAR. A requirement for asserting a claim is that (1) an original proof of purchase of the modules, (2) the serial number of the module, (3) the module number and the serial number of the micro inverter (the latter only in case of a micro inverter defect) be submitted. **Furthermore, the loss of performance below the minimum peak performance under Standard Test Conditions warranted by MAGE SOLAR must be proven. The limited performance service warranties are subject to MAGE SOLAR's confirmation of effective power output and actual power output using IEC 60904 standard test conditions. In case of dispute, the decisive performance measurements shall be determined by a Nationally Recognized Test Lab (NRTL) such as Intertek ETL, or through MAGE SOLAR's own measurements (assessment of measurement tolerances will be undertaken in accordance with EN 50380).** The distributor will inform the End Customer of the next step in the claims procedure. If further support is required, the End Customer may request additional information from MAGE SOLAR PROJECTS, INC., 720 Industrial Boulevard, Dublin, Georgia 31021 USA, +1 (877) 311 6243 (Toll-free), +1 (478) 609 6640 (Main Office), e-mail: info@pagesolar.com. Modules may only be returned with the prior written consent of MAGE SOLAR. With regard to the submission of Limited Warranty claims, the distributor will be deemed to be the vicarious agent or assistant of the End Customer.

### 3.4 Terms and Conditions of Sale

MAGE SOLAR's Terms and Conditions of Sale as currently in effect shall govern these Limited Warranties, including without limitation the rights and responsibilities granted hereunder.

### 3.5 State Law

The Limited Warranties provides certain specific legal rights to the End Customer. The End Customer may have other rights that vary from state to state or province to province. **Some states or provinces do not allow limitations or exclusions on implied warranties or on the duration of an implied warranty or on the exclusion or limitation of incidental or consequential damages, in which case the above limitation(s) or exclusion(s) may not apply to you.**

### 3.6 Miscellaneous

These Limited Warranties apply to Modules which were/are delivered on or after January 1, 2013 to the date when new limited warranty conditions enter into force.

### **3.7 Severability**

If any provision or portion thereof of these Limited Warranties is held by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions and portions thereof shall nevertheless be given full force and effect. Upon such determination that any term or other provision is unenforceable or invalid, MAGE SOLAR and End Customer shall negotiate in good faith to modify these Limited Warranties so as to effect the original intent thereof as closely as possible in a mutually acceptable manner.