

### 1. Limited Product Warranty – Twelve Years Repair, Replacement or Refund Remedy

SUNCONNECTION WORLDWIDE, S.L.U. (8.33 Solar) warrants its Photovoltaic Solar Modules (MODULES), including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application and subject to the terms detailed in this document, for a period of one hundred and forty-four (144) months from the date of sale as shown in the invoice to the final customer and end user. In the case of any defect 8.33 Solar will, at its option, either repair or replace the product, or refund the purchase price as paid by the CUSTOMER This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (“Limited Peak Power Warranty”).

### 2. Limited Peak Power Warranty - Limited Remedy

“Peak Power at 8.33” is the peak power in watts that a Photovoltaic module generates at its maximum power point according to the following test conditions (a) Light spectrum of AM 1.5, (b) an irradiation of 1000 W per m<sup>2</sup> and (c) a cell temperature of 25 degree centigrade at right angle irradiation. The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals, as applicable, per calibration and testing standards of 8.33 Solar valid at the date of manufacture of the photovoltaic modules.

#### 10 years

If, within a period of ten ( 10 ) years from the date shown in the invoice to the CUSTOMER any MODULE(s) exhibits a power output less than 90% of the minimum “Peak Power at 8.33” as specified at the date of CUSTOMER invoice in 8.33 Solar’s Product Information Sheet, provided that such loss in power is determined by 8.33 Solar (at its sole and absolute discretion) to be due to defects in material or workmanship, 8.33 Solar will replace such loss in power by either providing additional MODULES to the CUSTOMER to make up for such loss in power, or by replacing the defective MODULE(S) at the option of 8.33 Solar.

#### 25 years

If, within a period of twenty-five (25) years from the date shown in the CUSTOMER invoice any MODULE(S) exhibits a power output less than 80% of the minimum “Peak Power at 8.33 Solar” as specified at the date of invoice in 8.33 Solar’s Product Information Sheet, provided that such loss in power is determined by 8.33 Solar (at its sole and absolute discretion) to be due to defects in material or workmanship, 8.33 Solar will replace such loss in power by either providing additional MODULES to the CUSTOMER to make up for such loss in power or replacing the defective MODULE(S), at the option of 8.33 Solar.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the “Limited Peak Power Warranty”.

### 3. Exclusions and Limitations

The modules shall be excluded from coverage under the present warranty and the total cost of repair shall be payable by the CUSTOMER in the following cases:

- Where the damage has been caused by malicious acts, negligence, accident, or misuse or improper maintenance of the MODULE(S) by the CUSTOMER or others.
- Where damage is caused by acts of God, force majeure, atmospheric or geological phenomena, over voltage, artificial lighting, flood, fire, accidental breakage or other events beyond the control of 833SOLAR, and any other damage caused by external factors and not arising from an inherent fault with the MODULE(S).
- Problems arising from improper installation, repair or lack of maintenance of the MODULE(S), from the date of commissioning by an 833SOLAR approved installer, or not in accordance with the 833SOLAR installation and maintenance instructions
- Where the label or serial number of the MODULE(S) have been altered, removed or made illegible.

This warranty does not cover any transportation charge, administration costs, taxes or any other costs of returning the MODULE(S) repaired or replaced, or costs associated with installation, removal or reinstallation of the MODULE(S). 833SOLAR shall have no liability for damage or injury to persons or property, or for any other loss or damage relating to the MODULE(S), including loss of use,

loss of profits, loss of production or loss of income, which are specifically excluded without limitation. The total liability of 833SOLAR for damages or otherwise, if any, shall not exceed the invoice value paid by the CUSTOMER for the MODULE(S).

#### **4. Severability**

If a part, provision or clause of this “Limited Warranty for PV Modules”, 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 Modules”, and to this end such parts, provisions, clauses or applications of this “Limited Warranty for PV Modules” shall be treated as severable.

#### **5. Claims**

If the CUSTOMER feels he has a justified claim covered by this “Limited Warranty for PV Modules”, an immediate notification directly to 8.33 Solar shall be filed by mailing a registered/certified letter to the address of 8.33 Solar listed hereunder, or, by sending an email letter to the email account of 8.33 Solar (info@833solar.com). Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number(s) of the MODULE(S) and the invoice on which the MODULE(S) has been purchased.

The return of any MODULE(S) will not be accepted unless prior written authorization has been given by 8.33 Solar.

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg, Germany; TÜV Rheinland in Cologne, Germany; or PI Berlin Institute in Berlin, Germany shall be involved to judge the claim independently. All fees and expenses shall be borne by the losing party, unless otherwise awarded by the relevant authority. The right of final explication falls to 833 Solar.

#### **6. Various**

The repair or replacement of the MODULE(S) or the supply of additional MODULE(S) does not cause the beginning of new warranty terms, nor shall the original terms of this “Limited Warranty for PV-Modules” be extended. Any replaced MODULE(S) shall become the property of 8.33 Solar and be made available for inspection should this be requested by 8.33 Solar. 8.33 Solar has the right to deliver another type (different in size, colour, shape and/or power) in case 8.33 Solar has discontinued producing the replaced MODULE(S) at the time of the claim.

#### **7. Validity**

This “Limited Power Warranty for PV Modules” is valid for all MODULES dispatched between 1st January 2017 and 31st December 2017.

This warranty is transferable when the product remains installed in its original location being that used for the warranty registration.

#### **8. Contact details**

Registered name: SUNCONNECTION WORLDWIDE, S.L.U.

Registered Address: Calle Central 13 3-B, Espinardo, 30100, Murcia, SPAIN.

Tel: +34 868 076 098

Email: info@833solar.com

Website: www@833solar.com