Suniva is committed to offering the highest quality Products available in the marketplace for solar modules. As part of this commitment, Suniva offers its customers a Limited Warranty that the Products will maintain their functional capability – their ability to produce electricity and perform reliably as detailed in Paragraph A below. Suniva backs Product reliability by granting the ultimate end user of the unaltered Products a Ten Year Limited Product Warranty and Twenty-Five Year Limited Service Warranty as detailed below:

A. Ten Year Limited Product Warranty:

1. Suniva warrants that for ten years beyond the purchase of the Products (the "Product Warranty Term"), the Products will:

   - experience no mechanical adverse effects limiting solar module stability so long as the Product is correctly installed and used in accordance with the official Suniva maintenance and installation instructions
   - • contain cable and connector plugs that remain safe and operational so long as the Product is professionally installed and not permanently positioned in water. This warranty does not cover damage to the cable caused by (a) abrasion on a rough lower surface caused by insufficient fixing or running of the cable unprotected over sharp edges, or (b) animals or insects.

   The above Product warranty does not cover scratches, stains, mechanical wear, rust, mold, optical deterioration, discoloration and other cosmetic changes occurring after delivery to the extent such cosmetic changes do not result in deterioration in the Product's functional capability. Glass breakage is covered by the above warranty only so long as such damage was not caused by any cause external to the Product itself.

2. If the Products fail to conform to the above warranty during the Product Warranty Term and this has an effect on the functional capability of the Product, Suniva or its Supplier will remedy the failure by choosing one of the following options: (a) repair of the defective Product, (b) supply of replacement products, or (c) provide a financial remedy to the end user in the form of an appropriate residual value of the Products.

B. Twenty-Five Year Limited Service Warranty:

1. The effective power output of the Products will remain within a certain tolerance range of 3% within year one. The actual effective power output for each Product is identified by the factory power measurement at STC indicated in the Product invoice. End users can expect that the actual effective power output for the Products will decline by a small percentage annually over 25 years of usage (the "Service Warranty Term").
2. Suniva represents and warrants that the Products effective power output (a) will remain at or above 97% during the first year of operation, and (b) starting with the second year of Product operation will decline annually by no more than 0.7% through the end of the Service Warranty Term so that by the end of the Service Warranty Term the Product will achieve an effective power output of at least 80.2%. In the event the Product's effective power output fails to achieve the foregoing benchmarks, Suniva or its Supplier will remedy such failure by choosing to either (i) supply the end user with replacement products that comply with the foregoing performance benchmarks, (ii) repair the Products so that they comply with the foregoing benchmarks, or (iii) provide a financial remedy to the end user to compensate for the reduced Product performance. During the initial fifteen (15) years of the Service Warranty Term, Suniva will remedy a failure of the Limited Service Warranty by offering either to supply replacement products or repair the Products under options (i) or (ii) in the preceding

sentence. At Suniva's discretion, following the initial fifteen (15) years of the Service Warranty Term, Suniva may also remedy the failure of the Limited Service Warranty by choosing to grant a financial remedy under option (iii) above.

3. Suniva does not warrant that any replacement products supplied under paragraph 2 above will be new products or products that are as good as new. End user acknowledges that Suniva may satisfy the replacement remedy in paragraph 2 above by supplying used and/or repaired products as replacements so long as the replacement products comply with the performance benchmarks set forth in paragraph 2.

C. Additional Warranty Conditions:

1. The Limited Service Warranty Term will not be extended even in the event of Product repair or replacement.
2. The Limited Service Warranty is subject to Suniva's confirmation of effective power output and actual power output using IEC 60904 standard test conditions. Final performance measurements shall be determined by a recognized measuring institute, a Nationally Recognized Test Lab (NRTL) such as Intertek ETL, or through Suniva's own measurements (assessment of measurement tolerances will be undertaken in accordance with EN 50380). The warranty does not include shipping costs to return Products, shipping costs for delivery of repaired or replacement products, costs of the installation or re-installation of products, or other expenses incurred by the end-customer or distributor.
3. All right, title, and ownership in and to Products that have been replaced pursuant to the above warranties revert to Suniva.
4. The warranty terms set forth in Paragraphs A and B above start on the date of original purchase of the Products.

D. Assertion of Warranty Claim:

You may assert a warranty claim under paragraphs A and B above only by (i) informing Suniva authorized Product distributor/dealer of the alleged defect in writing, or (ii) sending written notification of a warranty claim directly to Suniva at the address mentioned in paragraph G below if the distributor/dealer who sold you the Products is no longer in business. Any written notification of defect must include the date of purchase of the Products and be accompanied by the original sales receipt as evidence of the purchase. For a warranty claim to be valid, the written claim must be provided within six weeks of the occurrence of the defect. In the case of Product Warranty claims under paragraph A above, the occurrence of a defect is the first date upon which end user had knowledge of material and/or workmanship errors. In the case of Service Warranty claims under paragraph B above, the occurrence of a defect is the first date upon which end user had knowledge of reduced performance of the Products. Any return of Products shall be subject to Suniva's prior written approval.

E. Use in accordance with this Limited Warranty:

1. The above Limited Warranties are not available if the alleged defect is a result of the Product not being properly used, operated or installed. Suniva shall have no obligation to provide a remedy for a claimed defect if the defects are caused in whole or part by any cause other than the Products themselves. Such other causes may include, without limitation, the following:

    a. Delays by any party (other than Suniva) in observing the assembly, operational and maintenance instructions or information, if such delays lead to defects and/or loss in Product performance.
    b. Failure to properly exchange, repair or modify the Products.
    c. Misuse of the Products.
    d. Vandalism or destruction through external influences.
    e. Improper storage or transport prior to installation if such improper actions lead to defects and/or a loss in Product performance.

f. Customer system defects or incompatibility of the customer or third party equipment with the Products if such defects or incompatibility lead to Product defects and/or a loss in Product performance.
g. Use of Products on mobile units, automobiles, trains, or watercraft.
h. External contaminants such as dirt or debris on the face-plate; damage from airborne contaminants.
i. Events beyond Suniva's reasonable control (commonly known as "Force Majeure" events), such as fire, floods, explosions, rock-falls, direct or indirect lightning strikes, or other extreme weather conditions such as hail, hurricanes, whirlwinds, or sandstorms.

2. Suniva is under no obligation to provide the remedies set forth in paragraphs A and B above if the manufacturer's labels or serial numbers on the Products have been changed, deleted, peeled off or caused to be unrecognizable.

F. Exclusion of liability:
The remedies set forth in this Limited Warranty are the exclusive remedies available to the end user. Suniva shall not be liable for damage, injury or loss arising out of or related to Products except as explicitly set forth in this Limited Warranty. Under no circumstances shall Suniva be liable for incidental, consequential, special or other indirect damages in any way connected with Products. Suniva's aggregate liability, if any, shall be limited to the Product purchase price paid by the end user.

G. Warranty contact:
Any communication with Suniva under this Limited Warranty shall be at the following address: Customer Service, Suniva, Inc., 5765 Peachtree Industrial Blvd, Norcross, GA 30092 USA.

H. Choice of law:
This Limited Warranty, including without limitation the rights and responsibilities granted hereunder, shall be governed and construed in accordance with the laws of the State of Georgia, without regard to the conflicts of law provisions thereof.

I. Validity:
The following table contains the Products to which this Limited Warranty applies. This Limited Warranty shall not apply to any product not specifically listed below.

Model Family:

ART2XX-60-3-100	ARTXXX-72-3-100	OPT2XX-60-4-100	OPTXXX-72-4-100
ART2XX-60-3-101	ARTXXX-72-3-101	OPT2XX-60-4-101	OPTXXX-72-4-101
ART2XX-60-3-1B0	ARTXXX-72-3-1B0	OPT2XX-60-4-1B0	OPTXXX-72-4-1B0
ART2XX-60-3-1B1	ARTXXX-72-3-1B1	OPT2XX-60-4-1B1	OPTXXX-72-4-1B1
MVP2XX-60-5-401	MVPXXX-72-5-401	MVS2XX-60-5-501	MVX2XX-72-5-501
MVTXXX-60-5-100	MVTXXX-72-4-100	MVX2XX-60-5-600	MVXXXX-72-5-600

J. State Law:
This Limited Warranty expressly excludes all other express or implied warranties, including without limitation the warranties of merchantability, non-infringement, and fitness for a particular purpose. This Limited Warranty gives the end user specific legal rights. The end user may have other rights that vary from state to state. Some states do not allow limitations on implied warranties or the exclusion or limitation of damages, in which case the above limitations may not apply to you.

K. Severability:
If any provision of this Limited Warranty is held unenforceable or illegal by a court or other body of competent jurisdiction, such provisions shall be modified to the minimum extent necessary to make them enforceable or legal, as the case may be.