

GLORIA SOLAR CO., LTD.

LIMITED PRODUCT WARRANTY

Version 9
Effective from May 01, 2010

Gloria Solar Co., Ltd. ("Gloria Solar") grants to its first end-user purchaser a limited warranty in accordance with the terms and conditions as follows:

1. GLORIA SOLAR'S PRODUCT(S) ("Product(s)") encompassed under this Limited Product Warranty ("Warranty") are GSS5 Series 5" Cell Module, GSM6 Series 6" Cell Module, and GSS6 Series 6" Cell Module.

2. LIMITED WARRANTY ON MATERIALS AND WORKMANSHIP

The warranty period for material defects and workmanship is five (5) years from date of purchase. If the Product fails to conform to Warranty hereunder within this warranty period, Gloria Solar will, at its sole and exclusive discretion, either repair or replace the Product in defect, or refund the purchase price thereof.

3. LIMITED WARRANTY ON MINIMUM POWER OUTPUT

Gloria Solar additionally warrants if, within 10 years from the date of purchase, any Product exhibits a power output less than 90% of the lower power tolerance measured under standard test conditions (STC= Air mass 1.5 1000 W/m², 25 °C), as specified in Gloria Solar's Product datasheet ("**Warranted Power Output**") Gloria Solar will provide additional Product to compensate for the difference between the actual power output and 90% of Warranted Power Output, should such power deficiency be caused by faulty material or poor workmanship.

Gloria Solar additionally warrants if, within twenty-five (25) years from the date of purchase any Product exhibits a power output less than 80% of Warranted Power Output, Gloria Solar will provide additional Product to compensate for the difference between the actual power output and 80% of Warranted

Power Output, should such power deficiency be caused by faulty material or poor workmanship.

4. BASIS FOR GRANT OF WARRANTY

This Warranty shall only be granted on the condition that the Product is installed, used and maintained in strict adherence to the general installation instructions described in the Safety and Installation Instructions, which is available from the website of Gloria Solar at <https://www.gloriasolar.com>

The warranty period hereunder shall by no means be extended beyond the original periods specified in Section 2 and 3 respectively, also not in the event of repair or replacement of the defective Product.

Gloria Solar is entitled to deliver another type of Product (varying sizes, shapes, colors and /or output parameters) if at the time of the claim, Products which are the subject of the claim are no longer manufactured. The modules which have been removed for replacing will become the property of Gloria Solar.

5. EXCLUSIONS

- a. Warranty claims must in any event be filed within the applicable warranty period.
- b. Warranty claims may only be made by, or on the behalf of, the original end-user purchaser or a person to whom title has been transferred for the Product, provided that product remains installed in original location at the time of product warranty claim, and the successor in title provides adequate proof of succession.
- c. This Warranty does not apply to any of the following:
 - I. Product which in Gloria Solar's absolute judgment has been subject to misuse, abuse, neglect or accident; alternation, improper installation, application or

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removal (including but not limited to installation, application or removal by any party other than a Gloria Solar authorized person; non-observance of Gloria Solar's installation, users and/or maintenance instructions; repair or modifications by someone other than an approved service technician of Gloria Solar; power failure surges, lightning, flood, fire, accidental breakage or other events outside Gloria Solar's control.

II. Cosmetic defects stemming from normal wear and tears of Product materials.

III. Product installed in locations, which in Gloria Solar's absolute judgment may be subject to direct contact with salt water, acid rain, corrosive materials, etc., as specified in the Safety and Installation Instructions (<http://www.gloriasolar.com>).

d. This Warranty shall neither cover the costs caused by any works to be carried out on site nor any costs incurred in connection with any installation, removal, transportation or reinstallation of any Gloria Solar's Product or its components when claiming the performance warranted.

6. LIMITATION ON WARRANTY

SUBJECT TO LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, USE OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF GLORIA SOLAR. GLORIA SOLAR 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 THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY EFFECTS IN THE PRODUCT, OR FROM USE OR INSTALLATION. CORRECTION OF DEFECTS, IN THE MANNER AND FOR THE PERIOD OF TIME DESCRIBED HEREIN, SHALL CONSTITUTE COMPLETE FULFILLMENT OF ALL LIABILITIES AND RESPONSIBILITIES OF GLORIA SOLAR TO THE PURCHASER WITH RESPECT TO THE PRODUCT AND SHALL CONSTITUTE FULL SATISFACTION OF ALL CLAIMS, WHETHER BASED ON CONTRACT, TORTS OR STRICT LIABILITY. UNDER NO CIRCUMSTANCES SHALL GLORIA SOLAR BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED.

GLORIA SOLAR'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE SHALL NOT EXCEED THE PURCHASE PRICE PAID BY THE FIRST END-USER PURCHASER FOR THE UNIT OF PRODUCT WHICH GAVE RISE TO THIS WARRANTY.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON WARRANTY OR THE EXCLUSIONS OR LIMITATION OF DAMAGES. ACCORDINGLY, THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY. THESE WARRANTIES GIVE CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

7. ASSERTION OF CLAIM

If you feel you have a justified claim by this Warranty, immediately notify, *in writing*, the (a) installer, who sold the Products, or (b) any authorized Gloria Solar distributor, of the claim, or (c) send directly such notification to Gloria Solar. In addition, please enclose evidence of

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the date of purchase and bar code information of the Product(s). If applicable, your installer or distributor will give advice on handling the claim. If further assistance is required, please write to Gloria Solar for instruction. This Warranty is transferrable to a new owner of the location where the Products were first installed provided that the Products remain installed at the location where first installed. **The return of any Product(s) to this effect will not be accepted unless prior written authorization has been given by Gloria Solar.**