

## AMERICAN SOLAR WHOLESALE LIMITED WARRANTY FOR PV MODULES

The following modules are covered under this warranty:

American Solar Wholesale PV Modules (ASW):

ASW-10P through ASW-205P and ASW-10M through ASW-205M

ASW-210P, ASW-220P, ASW-230P, ASW-240P, ASW-250P, ASW-260P, ASW-270P, ASW-280P

ASW-210M, ASW-220M, ASW-230M, ASW-240M, ASW-250M, ASW-260M, ASW-270M, ASW-280M

ASW-285P through ASW-320P and ASW-285M through ASW-325M

1. Limited Product Warranty – Ten (10) Year Repair, Replacement or Refund Remedy American Solar Wholesale (ASW). ASW, with offices at 7465 W. Lake Mead Blvd., Suite 100, Las Vegas, NV 89128, warrants that for ten (10) years from the date of delivery, its Photovoltaic modules ("PV modules") shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. If the PV modules fail to conform to this warranty, then for a period ending ten (10) years from date of delivery to the original end-customer ("the Customer"), ASW will, at its option, either repair or replace the product, or refund the purchase price as paid by the Customer ("Purchase Price"). The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the ten (10) year period set forth herein. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under Limited Power Warranty.

### 2. Limited Power Warranty

a) If, within five(5) years from date of purchase to the Customer any PV module(s) exhibit a power output of less than 95% of the Minimum Peak Power as specified at the date of purchase in ASW's Product datasheet or if within ten (10) years from date of purchase to the Customer any PV module(s) exhibits a power output less than 90% of the Minimum Peak Power as specified at the date of purchase in ASW's Product datasheet, provided that such loss in power is determined by ASW (at its sole and absolute discretion) to be due to defects in material or workmanship ASW will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules.

b) If, within twenty five (25) years from date of purchase to the Customer any PV module(s) exhibits a power output less than 80% of the Minimum Peak Power as specified at the date of purchase in ASW's Product datasheet, provided that such loss in power is determined by ASW (at its sole and absolute discretion) to be due to defects in material or workmanship ASW will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules.

### 3. Exclusions and limitations

a) Warranty claims must be filed within the applicable Warranty period.

b) Warranty claims may only be made by the customer with proof of purchase.

c) The Limited Warranties do not apply to any of the following

i. PV modules that have been subjected to: misuse, abuse, neglect or accident; alteration, improper installation, application or removal; repair or modifications by someone other than an approved service technician; power failure surges, lightning, flood, fire, accidental breakage or other events outside ASW's control.

ii. Cosmetic defects stemming from normal wear and tear of PV module materials.

iii. PV modules installed in locations which may be subject to direct contact with salt water.

d) The Limited Warranty does not cover transportation cost for return of the PV modules; reshipment of any repaired or replaced PV Modules to the applicable location. It does not cover the cost associated with installation, removal or reinstallation of the PV modules.

e) Warranty claims will not apply if the type or serial number of the PV modules is altered, removed or made illegible.

#### 4. Limitation of Warranty

THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ASW, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY ASW. ASW SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATING TO THE PV MODULE(S) INCLUDING, WITHOUT LIMITATION, ANY DEFECTS AND/OR FAILURES IN THE PV MODULE(S) OR FROM USE OR INSTALLATION. ASW'S AGGREGATE LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE PAID TO ASW BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON WARRANTIES OR EXCLUSIONS OR LIMITATION OF DAMAGES. ACCORDINGLY, THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY. THESE WARRANTIES GIVE A CUSTOMER SPECIFIC LEGAL RIGHTS, AND A CUSTOMER MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

#### 5. Obtaining Warranty Performance

If you feel you have a justified claim covered by this Limited Warranty, immediately notify the (a) Installer who sold the PV-modules, or (b) any authorized ASW distributor of the claim in writing, or (c) send such notification to 7465 W. Lake Mead Blvd., Suite 100, Las Vegas, NV 89128, directly. In addition, please enclose evidence of the date of purchase of the PV module. If applicable, your installer or distributor will give advice on handling the claim. If further assistance is required, please write to ASW for instructions. The return of any PV-modules will not be accepted unless prior written authorization has been given by American Solar Wholesale.

American Solar Wholesale

800-909-4808

949-272-0011

sales@americansolarwholesale.com

7465 W. Lake Mead Blvd., Suite 100

Las Vegas, NV 89128

