

Sunny Apex Development Limited (“Sunny Apex”) provides the following Limited Product Warranty and Limited Power Warranty subject to the conditions, exclusions and limitations as set forth below.

### **Model Names covered under this warranty**

Flexible module with model number: SA-FXX or SA-FXXX (XX and XXX ranged from 30 to 155)

### **Limited Warranty: Materials or Workmanship**

Sunny Apex warrants to the first consumer purchaser that the Sunny Apex brand PV-modules to be free from defects in materials or workmanship under normal application, installation, use and service conditions. If the product fails to conform to this warranty, then, for a period ending two (2) years from date of sale to the original consumer purchaser, Sunny Apex will, at its option, either repair or replace the product or refund the purchase price. The repair, replacement, or refund remedy shall be the sole and exclusive remedy provided under this warranty.

### **Limited Warranty: Power Output**

For the said model of PV modules used for off-grid PV application, Sunny Apex warrants for a period of five (5) years from the date of sale to the original consumer purchaser that the power rating at Standard Test Conditions will remain at 80% or greater of Sunny Apex’s Minimum Specified Power Rating.

Sunny Apex will, at its option, repair or replace the defective product, or provide the purchaser with additional modules to make up lost power, or provide monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power, provided that such degradation is determined by Sunny Apex (at its sole and absolute discretion) to be due to defects in materials or workmanship under normal off-grid installation, application, and use. The relevant Minimum Specified Power Rating is defined in Sunny Apex’s product data sheet at the time of shipment. Standard Test Conditions are irradiance of 1000 W/m<sup>2</sup>, 25°C cell temperature, and am 1.5 light spectrum.

### **Exclusion and Limitations**

Warranty claims must, in any event, be filed within the applicable Warranty period.

The limited warranties set forth herein do not apply to any module which in Sunny Apex’s absolute judgment has been damaged through misuse, neglect, accident, abuse, alteration, improper installation or application, or negligence in use, storage, transportation, or handling.

The limited warranties do not cover costs associated with module installation, removal, testing, packaging, transportation, or reinstallation; other costs associated with obtaining warranty service; or costs, lost revenues, or lost profits associated with the performance or nonperformance of defective modules.

Any Warranties for any framing and/or mounting system are the sole responsibility of the supplier of those systems.

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

### Limitation of Warranty Scope

Any modules repaired or replaced by Sunny Apex under a warranty claim shall be covered by the original warranties and original term of the first product purchased under said claim. The term shall not be prolonged or reset from the date of sale to the original purchase. Any replaced parts or products become the property of Sunny Apex.

The limited warranties set forth herein are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application and all other obligations or liabilities on the part of Sunny Apex.

Sunny Apex 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 defects in the module, or from use or installation. Under no circumstances shall Sunny Apex be liable for incidental, consequential, special damages, however caused. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded.

Sunny Apex's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price paid to Sunny Apex 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.

### Force Majeure

Under no circumstances shall Sunny Apex be liable for acts of God, power failures, lightning, fire, flood, severe weather, hailstorms, insect and pest infestation, and other events, howsoever caused, reasonably beyond Sunny Apex's control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of sale.

**The flexible solar module with model number SA-FXX or SA-FXXX (XX and XXX ranged from 30 to 145) shall not be used for applications that connect to the utility electricity grid and Sunny Apex has no liability, and all warranties shall be voided, to the extent the modules are used in any such application.**

### Warranty Claim Procedure

If the customer feels a justified claim is covered by this limited warranty, he/she must immediately submit a written claim to (a) the dealer who sold the PV-modules, or (b) any authorized Sunny Apex distributor, or (c) Sunny Apex Development Ltd. Rm 1505, 15/F Star House, No. 3 Salisbury Rd, Tsim Sha Tsui, Kowloon, Hong Kong

Adequate documentation of proof of purchase of the solar module is required for Warranty Claims to be processed. Purchase receipt, serial no. and module label and detailed description of product failure. Sunny Apex will determine in its sole judgment the adequacy of such claim.

If applicable, the customer's dealer or distributor will give advice on handling the claim. If further assistance is required.