

**LUMETA, INC.**  
**LIMITED WARRANTY FOR PHOTOVOLTAIC MODULES**

Lumeta, Inc. ("Lumeta") hereby provides the following Limited Warranty For Photovoltaic Modules ("Limited Warranty") to the original purchaser for its own use and not for resale ("Purchaser") of Lumeta's photovoltaic solar modules ("Modules") subject to the exclusions and limitations contained in Sections 3 and 4 hereof.

**1. Limited Product Warranty - Five Years Repair, Replacement or Refund Remedy**

Lumeta warrants its Modules to be free from defects in materials and workmanship under normal application, installation, use and service conditions for a period of sixty (60) months from the date of purchase reflected in the invoice to Purchaser. Lumeta's obligations under this "Limited Product Warranty" are limited to (a) repair or replacement of the Modules or (b) refund the purchase price paid by Purchaser, at Lumeta's option. Lumeta's obligations to repair or replace the Modules, or refund the purchase price are the sole and exclusive remedies provided under this "Limited Product Warranty." This "Limited Product Warranty" does not warrant a specific power output, which is exclusively covered under Section 2 hereof ("Limited Peak Power Warranties").

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

**a. 12 years**

If, within a period of twelve (12) years from the date of purchase reflected in the invoice to Purchaser, any Module(s) exhibits a power output less than 90% of the minimum "Peak Power at STC" as specified in Lumeta's Product Information Sheet in effect as of the date of purchase reflected in the invoice to Purchaser, provided that such loss in power is determined by Lumeta to be due to defects in material or workmanship, Lumeta will replace such loss in power by either providing additional Modules to Purchaser to make up for such loss in power, or by replacing the defective Module(s) at the option of Lumeta.

**b. 25 years**

If, within a period of twenty-five (25) years from the date of purchase reflected in the invoice to Purchaser, any Module(s) exhibits a power output less than 80% of the minimum "Peak Power at STC" as specified in Lumeta's Product Information Sheet in effect as of the date of purchase reflected in the invoice to Purchaser, provided that such loss in power is determined by Lumeta to be due to defects in material or workmanship, Lumeta will replace such loss in power by either providing additional Modules to Purchaser to make up for such loss in power or by replacing the defective Module(s), at the option of Lumeta.

"Peak Power at STC," as used herein, is the power in Watt peak that a Module generates in its Maximum Power Point while at Standard Test Conditions ("STC"). "STC" are as follows: (a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per  $m^2$  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 Lumeta and valid at the date of manufacture of the Module.

The remedies set forth in this Section 2 shall be the sole and exclusive remedies provided by Lumeta to Purchaser under the "Limited Peak Power Warranty."

**3. Exclusions and Limitations**

The following applies to all warranties described herein:

(1) All warranty claims must be filed, as provided in Section 5 of this Limited Warranty within the applicable warranty period.

(2) The warranties described herein do not apply to any Modules which have been subjected to:

- (a) Misuse, abuse, neglect, accident, or negligent acts;
- (b) Alteration, improper installation or application;
- (c) Failure to observe Lumeta's installation, operation and maintenance instructions;
- (d) Repair or modifications, or movement by someone other than an approved service technician of Lumeta;
- (e) Power failure surges, lighting, flood, fire, pest damage, accidental breakage, actions of third parties, and other accidents or events outside Lumeta's control and not arising under normal operating conditions.

(3) Lumeta is not responsible for, and Purchaser agrees to bear, all:

- (a) Transportation charges, customs clearance or any other costs to return the Modules, or for shipment of any repaired or replaced Modules;
- (b) On-site labor costs associated with installation, removal or reinstallation of the Modules; and
- (c) Costs of any components used for service under this Limited Warranty.

(4) All warranties described herein shall be void if the type or serial number of the Modules are altered, removed or made illegible by anyone other than Lumeta.

(5) Purchaser must complete warranty registration within thirty (30) days of the date of purchase for all warranties herein to be effective. Warranty registration can be accomplished by filling out a warranty registration form, or by completing the online registration at [www.lumetasolar.com](http://www.lumetasolar.com).

**4. Limitation of Warranty**

THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY LUMETA, AND ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. LUMETA 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 MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE MODULE, OR FROM USE OR INSTALLATION. LUMETA DISCLAIMS LIABILITY FOR, AND UNDER NO CIRCUMSTANCES SHALL LUMETA BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, AND LOSS OF REVENUES ARE SPECIFICALLY AND WITHOUT LIMITATION EXCLUDED. LUMETA'S AGGREGATE LIABILITY, IF ANY, FOR DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY PURCHASER. THE REMEDIES SET FORTH HEREIN ARE THE EXCLUSIVE REMEDIES OF PURCHASER.

FOR U.S. SALES ONLY:

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

## 5. Obtaining Warranty Performance

If Purchaser wishes to make a claim under the Limited Product Warranty or Limited Peak Power Warranties, Purchaser must immediately notify Lumeta, but in no event later than thirty (30) days after discovery of conditions giving rise to a claim hereunder, by mailing a registered/certified letter in writing to Lumeta's address listed below or by sending an email to the email address listed below. In order for a claim to be considered received by Lumeta, the details of the alleged defect, the corresponding serial number of the affected Module(s) and the invoice on which the Modules have been purchased must be included. The return of any Modules under this Limited Warranty will not be accepted unless prior written authorization has been given by Lumeta.

### Lumeta, Incorporated

Address: 17182 Armstrong Avenue, Irvine, CA, USA 92614

Tel: (949) 266-3855

Fax: (949) 266-1960

Email: [service@lumetasolar.com](mailto:service@lumetasolar.com)

Website: [www.lumetasolar.com](http://www.lumetasolar.com)

## 6. Severability

In the event that one or more provisions of this Limited Warranty is held to be unenforceable, the remaining provisions apply in full and the invalid or unenforceable provision will be replaced by a provision that lawfully enforces the intention underlying the invalid or unenforceable provision.

## 7. Disputes

All claims or disputes arising under or in connection with this Limited Warranty shall be finally settled by arbitration in Orange County, California U.S.A. under the Commercial Arbitration Rules of the American Arbitration Association. This Limited Warranty shall be construed in accordance with the laws of the State of California, U.S.A., excluding the application of the 1980 United Nations Convention for the International Sale of Goods. Notwithstanding the foregoing sentence, if Module(s) were purchased by a Purchaser in a member state of the European Union, all claims or disputes arising under or in connection with this Limited Warranty shall be finally settled in London, England under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules, and this Limited Warranty shall be construed in accordance with the laws of the United Kingdom, excluding the application of the 1980 United Nations Convention for the International Sale of Goods. Judgment upon any arbitration award or decision may be entered in any court of competent jurisdiction.

Notwithstanding the foregoing, in the case of any claim or dispute arising under or in connection with the function or malfunction of the Modules under the Limited Peak Power Warranties, the claim or dispute must first be submitted to a first-class international test-institute such as Fraunhofer ISE in Freiburg, Germany, TÜV Rheinland in Cologne, Germany, TÜV Rheinland in Phoenix, AZ, or any other similar test institute selected by Lumeta. The test institute shall render an opinion as to the causes of any malfunction, if any, and shall make a recommendation as to the resolution of the claim or dispute. The test institute's expert opinion shall be non-binding, but may be used as admissible evidence if the claim or dispute is later adjudicated.

## 8. Warranty Transfer

For the avoidance of doubt, the warranties provided by this Limited Warranty shall apply only to Purchaser (as defined above) of the Module(s), provided however, that the warranties herein may be transferred by Purchaser to any subsequent purchasers of the building or structure to which the Module(s) were first affixed or installed, and further provided that the Module(s) remain(s) installed at the original location specified in the warranty

registration. Any subsequent purchaser to which this Limited Warranty may be transferred under this Section 8 shall have no greater rights or obligations hereunder than those provided to Purchaser.

## 9. Force Majeure

Lumeta is not responsible or liable in any way to Purchaser or any third-party for any non-performance or delay in performance of this Limited Warranty due to *force majeure*, including, but not limited to acts of God, acts of civil or military authorities, fire, flood, strikes, job actions, floods, earthquakes, epidemics, quarantine restriction, war, terrorism, riot, supplier or vendor delays, or any other cause(s) beyond the reasonable control of Lumeta. In such cases, performance by Lumeta of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes. Under no circumstances shall an event of *force majeure* extend the period of the warranties provided herein.

## 10. Miscellaneous

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 be extended. Any replaced Module(s) shall become the property of Lumeta. Lumeta may, at its discretion, deliver another type (different in size, color, shape and/or power) in case Lumeta has discontinued producing the replaced Module(s) at the time of the claim, or may use new, remanufactured, or refurbished parts when repairing or replacing Module(s) under this Limited Warranty. In the event that one or more provisions of this Limited Warranty is held to be unenforceable, the remaining provisions apply in full and the invalid or unenforceable provision will be replaced by a provision that lawfully enforces the intention underlying the invalid or unenforceable provision.