

## Modules General Terms of Warranty – EDF ENR PWT

In force for all sales made as from October 5<sup>th</sup>, 2017

### 10 Years Product Warranty – except for PW6-BIPV1-WATTEA modules, those have a 5 Years Product Warranty.

Subject to the exclusions contained below, EDF ENR PWT warrants to the original buyer (the "Buyer") that the modules shall be free in all material respects from defects in materials and workmanship that have an effect on module functionality under normal application, installation, use and service conditions as specified in EDF ENR PWT's standard product documentation.

EDF ENR PWT guarantees that the module will maintain its mechanical integrity and stability in accordance with approved operation methods described in the product documentation including the user guide of EDF ENR PWT ("User Guide"); the glass of the module will maintain its mechanical integrity provided there are no indications of localized impacts or external forces; and that the cables and connector plugs of a module will remain safe and operational provided modules are professionally installed and in accordance with the User Guide. Any damages caused by abrasion, improper installation or by animals are excluded from this warranty.

Claims under the warranty can only be accepted if the Buyer can provide the proof that the malfunctioning or non-conformity of module results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in EDF ENR PWT's standard product documentation. Any color change on module or any other changes on module appearance do not represent defects, insofar as the change in appearance do not stem from defects in material and/or workmanship, and does not cause degradation of functionality of the module. If the product fails to conform to this warranty, EDF ENR PWT will compensate the Buyer according to modalities defined in Clause "Claim Verification and Remediation Process" below.

### 25 Years Power Warranty

EDF ENR PWT guarantees that for a period of twenty five years the module will maintain the performance as set forth below:

- During the first year, EDF ENR PWT guarantees the actual power output of the module will be no less than 97% of the minimum power output specified in the sale agreement, or failing this, in the offer made by EDF ENR PWT.
- From year 2 to year 25, the annual power decline will be no more than 0.7%; by the end of year 25, the actual power output will be no less than 80.2% of the minimum power output specified in the sale agreement, or failing this, in the offer made by EDF ENR PWT.

The actual power output of the module shall be determined for verification using Standard Testing Conditions only. The actual power output measurement is either carried out by EDF ENR PWT or by a third party testing institute recognized by EDF ENR PWT. Measuring uncertainty of 5% will be applied to all actual power output measurements.

In the event it is determined that there is a negative deviation of actual performance from the warranted values then EDF ENR PWT will compensate the Buyer for such loss in power according to modalities defined in Clause "Claim verification and remediation process" below.

### Warranty Effective Date

The duration of this limited warranty is as defined above and is calculated from the date of the delivery of the modules by EDF ENR PWT.

### Exceptions

The limited warranties set forth herein DO NOT apply to any module which, in EDF ENR PWT's opinion, after inspection on site or after check by EDF ENR PWT of the exposure, use or installation conditions of the modules, which shall be documented by the Buyer upon request:

- has been subjected to extraordinary salt or chemical exposure,
- has been subjected to use in marine applications or in tropical or equatorial environment or at a distance lower than 3 km from the sea,
- has been subjected to an improper system design which caused constant shading,
- has suffered damages resulting from normal wear and from tear, misuse, neglect or accident,
- has been used on mobile units such as vehicles, ships or offshore-structures,
- has been subjected to abuse, alteration, improper installation or application, unauthorized service or modification, or negligence in use, storage, transportation or handling,
- has been repaired, or in any way tampered with,
- has been subjected to any power disruption or power failure, direct or indirect lightning strikes, flood, fire, accidental breakage, vandalism, explosion, acts of war, natural disaster, or other events outside EDF ENR PWT's control,
- has not been used in accordance with normal application, installation, use and service conditions as specified in EDF ENR PWT's standard product documentation
- has been removed from its first location of installation.

The limited warranties do not cover any transportation costs for return of modules, or for reshipment of any repaired or replaced module, or cost associated with installation, removal or reinstallation of modules.

In addition, the limited warranties do not apply to any change on module appearance. Warranty claims will not apply if the type or serial number of the applicable product has been altered, removed or made illegible.

### Claim Verification and Remediation Process

If the Buyer believes that it has a justified claim covered by the limited warranties set forth above, then the Buyer agrees to comply with the following return material authorization ("RMA") process.

The Buyer must immediately notify the dealer who sold the module under claim. The dealer will advise the Buyer on how to handle the claim. The Buyer can contact EDF ENR PWT if he requires further assistance. The dealer must submit such claim in writing to

EDF ENR PWT within the applicable warranty period specified above to the following address, or such future address as EDF ENR PWT may provide from time to time: **EDF ENR PWT, Service Après Vente, 33 rue Saint-Honoré, 38300 Bourgoin-Jallieu, France or sav@photowatt.com**

Such notice should enclose evidence of the date of delivery of the affected product and the description of the problem as well as the serial numbers of the products.

Upon receipt of such written claim, EDF ENR PWT may in its sole discretion seek further verification of the Buyer's claim of a breach of one of the foregoing limited warranties. Without limiting the foregoing, the Buyer will return defective products or allegedly-defective products to EDF ENR PWT at the Buyer's expense and in accordance with written RMA authorization and return packaging and shipping instructions from EDF ENR PWT. The return of any product will not be accepted by EDF ENR PWT unless prior written authorization has been given by EDF ENR PWT and the Buyer has complied with the packaging and shipping instructions provided by EDF ENR PWT.

If EDF ENR PWT verifies in its reasonable judgment that a product does not comply with the limited warranties set forth above, then EDF ENR PWT, at its sole option, will either:

- repair the affected product and return it to the Buyer at the Buyer's expense,
- provide a new or refurbished replacement product shipped to the Buyer at the Buyer's expense,
- provide an appropriate residual market value of the product(s) as compensation,
- or by any other means that would compensate for the proven power loss, such means to be determined by EDF ENR PWT.

Under no circumstances, a non-compliant material open right to a price reduction to the benefit of the Buyer.

Any repair or replacement of an affected product shall not increase the applicable warranty period. EDF ENR PWT reserves the right to deliver a similar module in replacement of the returned module should the production of the returned module be discontinued or otherwise unavailable. Ownership of all modules which have been replaced is passed to EDF ENR PWT.

The foregoing remedies state EDF ENR PWT's sole and exclusive obligation and the Buyer's sole and exclusive remedy for a breach of the foregoing limited warranty.

Warranty claims must in any event be filed within the applicable limited warranty period set forth above. Warranty claims may only be made by the original Buyer or a person to whom title to the affected product has been transferred, provided that any such transfer is undertaken in its original configuration and in particular that the product has not been removed from its first location of installation.

### Not Independent Warranties

The Buyer has the right to pursue claims under each of the warranties set forth above. However, if claims arise under multiple limited warranties from a single incident, and if EDF ENR PWT remedies such incidents as set forth above, then EDF ENR PWT shall be deemed to have resolved all applicable warranty claims arising from such incident.

### Disclaimers

The limited warranties set forth herein are in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose or application, and all other obligations on the part of EDF ENR PWT, unless such other warranties and obligations are agreed to in writing by EDF ENR PWT.

The Buyer acknowledges that EDF ENR PWT acts exclusively in its capacity as a supplier and is not responsible for the products sold being appropriate for the industrial facilities of the Buyer and/or the feasibility of the Buyer's project and/or the proper installation of the said products by the Buyer who commits to follow indications contained in the User Guide of EDF ENR PWT's products.

The Buyer is therefore sole responsible for conducting feasibility studies and attaining the certificates, attestations and authorizations required (ETN, ATEC, etc.) for installation of the equipment and performance of its project.

### Limitation of Liability

EDF ENR PWT shall in no case be held liable for damage to property or for other loss resulting from any cause whatsoever arising out of or related to any of its products or their use. In the limit permitted by applicable law, under no circumstances shall EDF ENR PWT be liable to the Buyer, or to any third party claiming through or under the Buyer, for any lost profits, loss of use, or equipment downtime, or for any incidental, consequential or special damages of any kind, howsoever arising, related to the products, even if EDF ENR PWT has been advised of the possibility of such damages.

To the maximum extent permitted by applicable law, EDF ENR PWT's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price paid to EDF ENR PWT by the Buyer for the product furnished that gave rise to the warranty claim.

The Buyer acknowledges that the foregoing limitations on liability are an essential element of the agreement between the parties and that in the absence of such limitations the purchase price of the products would be substantially different.

### Miscellaneous

The conditions set out in this Warranty are subject to French Law. In case of any discrepancy regarding a claim or the terms of the Warranty, EDF ENR PWT and the Buyer agree that the claim will be settled by the commercial court of Lyon for any disputes.

If a part or a provision of these General Terms of Warranty is held invalid, void or unenforceable, this shall not affect the other parts or provisions of the General Terms of Warranty of EDF ENR PWT. In the event of any inconsistency among different language versions of these General Terms of Warranty, the French Version shall prevail.

Our standard documentation (product sheet, User Guide...) is available on our web site or upon request.