

Solar Mobility LLC; GCPK Limited One Year Warranty



1. **Limited Product Warranty-** Solar Mobility LLC will provide 1 year craftsmanship on the module and a 5 year warranty on its solar cells performance. Solar Mobility LLC with offices at 949 S Keller St Kennewick, WA 99336 warrants its Photovoltaic modules (“PV modules”), to 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 twelve (12) months from the date of sale to the original end- customer (“the Customer”), Solar Mobility LLC 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 provided under the Limited Product Warranty shall not extend beyond the twelve (12) month period set forth herein. This Limited Product Warranty does not warrant a specific power output that shall be exclusively covered under clause here in after (Limited Peak Power Warranty).

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

For the PV-modules (excluding the inverter/converter) Solar Mobility LLC additionally warrants:

If, within five (5) years from date of sale to the Customer any PV-module(s) exhibits a power output less than 80% of the minimum Peak Power at STC as specified at the date of delivery in Solar Mobility LLC Product Information Sheet, provided that such loss in power is determined by Solar Mobility LLC (at its sole and absolute discretion) to be due to defects in material or workmanship, Solar Mobility LLC will replace such loss in power by either providing to the Customer additional PV-modules to make up such loss in power, or by repairing or replacing the defective PV-module(s), or by refunding the Purchase Price taking into account a yearly depreciation of ten (10)% of the PURCHASE Price, at the option of Solar Mobility LLC.

3. **Exclusions and Limitations**

Warranty claims must, in any event, be filed within the applicable Warranty period. The Limited Warranties do not apply to any PV-modules which in Solar Mobility LLC absolute judgment has been subjected to: (i) Misuse, abuse, neglect, or accident; (ii.) Alteration, improper installation and/or application; (iii) Non-observance of Solar Mobility LLC installation-, users-, and maintenance instructions; (iv) Repair or modifications by someone other than an approved service technician of Solar Mobility LLC; (v) Power Failure surges, lighting, flood, fire, accidental breakage or other events outside Solar Mobility LLC control. The Limited Warranties do not cover any transportation costs for return of the PV-modules, or for reshipment of any repaired or replaced PV-modules, or cost associated with installation, removal, or reinstallation of the PV- modules. Warranty claims will not be honored if the type or serial number of the PV-modules have been altered, removed, or made illegible.

4. **Limitation of Warranty Scope**

THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER EXPRESSED 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 SOLAR MOBILITY LLC, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY SOLAR MOBILITY LLC. SOLAR MOBILITY LLC 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 SOLAR MOBILITY LLC BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OR REVENUES ARE THEREFORE SPECIFICALLY BUT

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5. **Obtaining Warranty Performance:** If the Customer feels (s) he has a justified claim covered by this Limited Warranty, (s)he must immediately notify the a) dealer, who sold the PV-modules, or b) any authorized Solar Mobility LLC distributor, of the claim or in writing, or c) send such notification to Solar Mobility LLC 949 S Keller St Kennewick, WA 99336 directly. Together with the notification, the customer should enclose evidence of the date of sale on which the Solar Products have been purchased. If applicable, Customer's dealer or distributor will give advice on handling the claim. If further assistance is required, customer is invited to write Solar Mobility LLC for instructions. The return of any PV-modules will not be accepted unless prior written authorization has been given by Solar Mobility LLC.

6. **Severability:** If a part, provision, or clause of this Limited Warranty, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses, or applications of this Limited Warranty to be treated as severable.

7. **Disputes:** No action, regardless of form, arising out of or in any way connected with this Limited Warranty, may be brought by the Customer more than one (1) year after the cause of action has accrued. THE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS; YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

8. **Various:** The repair or replacement of the PV-modules or the supply of additional PV-modules does not cause the beginning of new warranty terms, nor shall the original terms of this Limited Warranty be extended. Any replaced PV-modules shall become the property of Solar Mobility LLC. Solar Mobility LLC has the right to deliver another type of PV-module (different size, color, shape and/or power) in case Solar Mobility LLC discontinued producing the PV- module in question at the time of the claim.

9. **Force Majeure:** Solar Mobility LLC shall not be in any way be responsible or liable to the Customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, riots, strikes, unavailability of suitable and sufficient labor, material, die, or capacity/technical/yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of sale of the PV-modules or the claim.

10. "Peak Power" is the power in watt peak that a PV-module generates in its maximum power point. "STC" are as follows: a) light spectrum of AM 1.5, b) an irradiation of 1,000 W per m² and c) a cell temperature of 25 degrees Centigrade. The measurements are carried out in accordance with IEC60904 as tested at the junction box terminals per the calibration and testing standards of Solar Mobility LLC valid at the date of manufacture of the PV- modules. Solar Mobility LLC calibration standards shall comply with the standards applied by international institutions accredited for this purpose.

For more information on your Solar Mobility LLC Model GCPK Limited Warranty, visit the Solar Mobility LLC Website.
www.solarlmobilityinc.com

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