

SUNWIZE SP-SERIES LIMITED WARRANTY CERTIFICATE

This warranty is valid for all SunWize SP-series modules manufactured after January 1, 2010, and applies to the following model nos.: SW-S05P, SW-S10P, SW-S20P, SW-S30P, SW-S40P, SW-S50P, SW-S55P, SW-S65P, SW-S70P, SW-S85P, SW-S90P, SW-S110P, SW-S130P, SW-S140P (the “SunWize SP-series modules”, or the “Product”).

SunWize Technologies, Inc. (“SunWize”) provides the following limited warranties to purchasers of SunWize SP-series solar modules according to the warranty levels as described below. The warranty is from the date of initial purchase.

WARRANTY INFORMATION CHART			
WARRANTY LEVEL	MATERIALS & WORKMANSHIP	PERCENTAGE OF SPECIFIED POWER OUTPUT	PRODUCT
20-0-5	5 -Year Limited Warranty of Materials and Workmanship	20 -Years Limited Warranty of 80% Minimum Power Output	SW-S140P, SW-S130P, SW-S110P, SW-S90P, SW-S85P
0-10-2	2 -Year Limited Warranty of Materials and Workmanship	10 -Years Limited Warranty of 90% Minimum Power Output	SW-S70P SW-S65P, SW-S55P, SW-S50P, SW-S40P
0-5-2	2 -Year Limited Warranty of Materials and Workmanship	5 -Years Limited Warranty of 90% Minimum Power Output	SW-S30P, SW-S20P, SW-S10P, SW-S05P

A. Limited Warranties of Materials and Workmanship:

- 5 -Years Limited Warranty of Materials and Workmanship
- 2 -Years Limited Warranty of Materials and Workmanship

SunWize warrants that for the term of your warranty per the Warranty Information Chart, Product sold hereunder shall be free from defects in materials and workmanship under normal application, installation, use and service conditions as specified in SunWize product documentation. If, during the term of your warranty, there is such a defect, then SunWize will, at its sole option, repair or replace Product with an equivalent product, or refund the current market price of module, annually reduced by a linear depreciation of period equaling to term of Product’s Limited Warranty of a Specified Power Output.

B. Limited Warranties of Percentage of Specified Power Output:

- 20 - Years Limited Warranty of 80% of Power Output
- 10 - Years Limited Warranty of 90% of Power Output
- 5 - Years Limited Warranty of 90% of Power Output



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SunWize warrants Product against failure to produce the warranted Percentage of Specified Power Output per the Warranty Information Chart of the minimum power output specified in SunWize applicable written specifications. This limited warranty is valid for the term of your warranty per the Warranty Information Chart under normal application, installation, use and service conditions as specified in SunWize product documentation. If SunWize determines, at its sole discretion, using SunWize standard test conditions, that the Product is not providing your warranted percentage of its specified minimum power output during the term of your warranty, then SunWize will, at its sole option, repair or replace Product, or provide you with additional component(s) to bring the aggregate power output to at least your warranted percentage of the specified minimum power output.

The following applies to all warranted SunWize SP-series modules:

- A. SunWize may, at its discretion, use new, remanufactured or refurbished parts or products when repairing or replacing Product under this warranty. Replaced parts or products will become property of SunWize.
- B. SunWize is not responsible for, and purchaser hereby agrees to bear, the costs of any on-site labor and any costs associated with the installation, removal, reinstallation or transportation of Product or any components thereof for service under this limited warranty.
- C. Notwithstanding anything to the contrary in this warranty certificate, the warranties provided herein shall apply only to the owner at the time of the occurrence of a warranty case and Product remains installed in its initial installation location.

The following applies to all warranted SunWize SP-series modules:

- A. The warranties provided herein do not cover damage, malfunctions or service failures caused by:
 - 1) Failure to follow SunWize installation, operation or maintenance instructions; or,
 - 2) Repair, modifications, or movement of Your Purchased Product; or,
 - 3) Abuse, misuse, or negligent acts; and,
 - 4) Power failure surges, lighting, fire, flood, pest damage, accidental breakage, actions of third parties and other events or accidents outside our reasonable control and not arising under normal operating conditions.
- B. THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS 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 SUNWIZE, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY SUNWIZE.



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C. SUNWIZE EXCLUDES ITS LIABILITY FOR ANY SPECIAL INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM THE USE OR LOSS OF USE OF OR FAILURE OF YOUR PURCHASED PRODUCT TO PERFORM AS WARRANTED, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST SERVICES, COST OF SUBSTITUTE SERVICES, LOST PROFITS OR SAVINGS, AND EXPENSES ARISING OUT OF THIRD-PARTY CLAIMS. IN ANY CIRCUMSTANCES, SUNWIZE'S MAXIMUM LIABILITY UNDER ANY WARRANTY, EXPRESSED, IMPLIED, OR STATUTORY, OR FOR ANY MANUFACTURING OR DESIGN DEFECTS, IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT. THE PURCHASER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY OR FOR MANUFACTURING OR DESIGN DEFECTS SHALL BE ONLY AS STATED HEREIN.

Any claim or dispute arising under or in connection with this warranty certificate must be brought in United States courts in the State of New York.

Claims covered by this Limited Warranty shall be submitted in writing to SunWize within the applicable warranty period to the address of SunWize listed hereunder. Such notice should enclose evidence of the date of purchase of Product and the basis for the customer's claim. Upon receipt of such written claim, SunWize may in its sole discretion seek further verification of the customer's claim of a breach of one of the foregoing limited warranties. Without limiting the foregoing, the customer will return defective Product or allegedly-defective Product to SunWize at the customer's expense and in accordance with written RMA authorization and return packaging and shipping instructions from SunWize. The return of any of Product will not be accepted by SunWize unless prior written authorization has been given by SunWize and customer has complied with the packaging and shipping instructions provided by SunWize.

If SunWize verifies in its reasonable judgment that Product does comply with the limited warranties set forth above, then SunWize, at its sole option, will either repair the affected product and return it to the customer at the customer's expense, provide a new or refurbished replacement product shipped to the customer at the customer's expense, or refund a reasonable pro-rata portion of the amount paid by the customer for the Product taking into account the period of reduced power output or functionality for the Product. Any repair or replacement of Product shall not increase the applicable warranty period.

The foregoing remedies state SunWize's sole and exclusive obligation and the customer's sole and exclusive remedy for a breach of the foregoing limited warranty.

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Corporate Headquarters

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