

Solarever USA

PV WARRANTY POLICIES

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Solarever USA				
Review	3.0	Appendix E: LIMITED WARRANTY FOR PHOTOVOLTAIC MODULES – SOLAREVER USA 2023	Code	SE-ST-PO-03
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1) 25 YEAR LIMITED PRODUCT QUALITY WARRANTY

Solarever Tecnología de América, S.A. DE C.V (hereinafter "Solarever USA") warrants to the initial purchaser of the photovoltaic modules marketed by Solarever USA (hereinafter "the modules"), at the time of delivery, that they will be free from manufacturing defects or materials, under normal conditions of application, installation, and proper service. This warranty policy establishes the conditions and terms under which Solarever USA brand products are warranted.

This warranty covers the following products:

For models with Mono PERC technology, the coverage period for materials and manufacturing defects is 25 years from the delivery date.

For models with monocrystalline type n technology, the warranty period for materials and manufacturing defects is 25 years from the delivery date.

Technology not specified in this document will have a materials and manufacturing defect coverage period of 10 years. In the event of having a separate document addressing such technology, this point will be omitted.

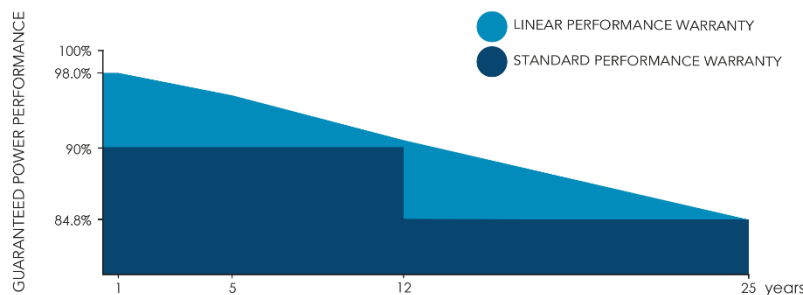
No person from the Solarever USA team, nor external individuals, is authorized to extend the duration of any warranty beyond the time period on behalf of Solarever USA. Additionally, for modules marketed by Solarever USA from other brands and models, this warranty applies in its entirety as long as it does not contradict the conditions and guidelines established by the original manufacturer, in which case, the original manufacturer's warranty policy applies.

The company's commitment is that, upon acceptance of a claim, any of the following options will be made at Solarever's discretion: replace the module or provide a credit note.

The replacement or credit note shall be the sole remedy provided under the LIMITED PRODUCT WARRANTY and shall not be extended beyond 10 or 25 years depending on the product technology, as established in this document.

2) 25-YEAR POWER OUTPUT LIMITED WARRANTY

The warranty period regarding Mono PERC technology concerning the output power extends for a total of 25 years from the delivery date: the first 12 years at 90% of the nominal power, starting from the delivery date at Solarever; and 25 years at 80% of the nominal power, as specified on the delivery date at Solarever, considering up to a 3% maximum tolerance during the first year of installation.



At its discretion, Solarever USA will either replace or provide a credit note for the products, provided that such degradation is determined to be due to defects in the materials or when the modules have been installed under normal and appropriate conditions for their operation.

The term "Nominal Power" shall be understood as the peak power in Watts generated by the photovoltaic module under Standard Test Conditions (STC), such as an irradiance of 1000 W/m², an air mass (AM) of 1.5, and a cell operating temperature of 25°C. This data is specified in the datasheet, on the label, and on the purchase invoice of the modules.

The warranties set forth in this document are expressly in lieu of all other implied warranties, including, but not limited to, warranties of merchantability and fitness for a particular purpose, use, or application, and of all other obligations and liabilities of Solarever USA, unless other warranties, obligations, or liabilities are agreed upon in writing and approved by Solarever USA.

The warranties described above shall be the sole and exclusive warranties provided by Solarever USA and shall be the sole and exclusive remedy for the buyer, unless otherwise agreed upon in writing and approved by Solarever USA.

Solarever USA's liability shall not exceed, in terms of damages or otherwise, the value of the invoice paid by the buyer.

Solarever USA shall not have any liability or obligation for personal injury or property damage, directly or indirectly resulting from manufacturing defects or installation conditions.

The replacement of the modules does not initiate a new warranty period, nor will the terms of this warranty be extended or restarted.

3) APPLICATION CONDITIONS

This warranty shall apply only if the product has been used in accordance with the specifications of the manufacturer's installation manual and technical data sheet, and has not been subject to modifications, repairs, or alterations not authorized by the responsible department of Solarever.

The warranty does not cover logistical damage, misuse, negligence, improper installation, natural disasters, or other events beyond the control of the manufacturer.

To enforce this warranty, a valid proof of purchase indicating the product's delivery date will be required.

All customers are reminded to contact Solarever at any time for immediate assistance and service.

4) TERMS EXCLUDED FROM WARRANTY COVERAGE

The warranty coverage does not apply when:

- a) Modules are modified, damaged, painted, or improperly transported, installed, mishandled, or used.
- b) Modules are installed in a mobile or marine environment, subjected to irregular voltages or power surges, or abnormal environmental conditions (such as acid rain or other contaminants).
- c) Components of the structure in which the modules have been installed are defective.
- d) External artificial discoloration, mold discoloration, or similar issues.
- e) Defects in the modules caused by one of the following: extreme heat or severe changes in environmental conditions, corrosion, oxidation, unauthorized connections or modifications, unauthorized opening or repair, repair with unauthorized spare parts, accidents, acts of nature (such as lightning strikes), influence

of chemicals, galvanic corrosion due to the use of incorrect installation materials, or other acts beyond Solarever's reasonable control (including but not limited to fire, floods, etc.).

f) Special, additional, or consequential damages, such as loss of use, loss of profits, income, business, goodwill, damage to reputation, or expenses payable to third parties.

g) Marks on the anti-reflective coating layer of the tempered glass that are normal, resulting from module transportation and handling.

h) Damage caused by installing the modules without adequate direct current protections.

i) Non-compliance with the current NEC (National Electric Code) and Grid Code.

j) Non-compliance with utility and building permits.

k) Non-compliance with the electrical values recommended by the manufacturer in its technical datasheet shall constitute a violation of the warranty conditions.

This warranty does not cover expenses or costs associated with adaptation, installation, removal, excess electricity consumption, or troubleshooting in your electrical system, etc., due to failures that fall under the mentioned points.

If Solarever USA replaces the product or issues a credit note, this warranty remains valid for the remaining time under the warranty or 90 days after the product is received by the customer, whichever is longer. The original invoice is required to validate the warranty.

5) FORCE MAJEURE

Solarever USA shall not be liable to the customer, either directly or indirectly, for any failure or delay in the performance of its warranty obligations that may be caused by force majeure, such as natural phenomena, vandalism, war, riots, strikes, or other unforeseen events beyond the control of Solarever USA.

Damage caused by extreme environmental sources of impact, including, but not limited to acid rain or snow, blowing sand, saline air, pollution of any kind in the air, soil or groundwater, unusual oxidation levels, mold, or any nearby fire, explosion, lightning, hail, frost, snow, storms, tidal waves, floods, extreme temperatures, earthquakes, typhoons, tornadoes, volcanic eruptions, meteorites, ground motions, earth fissures or landslides; smoke or charring are part of this section

6) DIVISIBILITY

If any part, provision, or clause of this warranty, or the application thereof to any person or circumstance, is deemed invalid, void, or unenforceable, all other provisions included in this warranty shall not be affected and shall therefore remain in full force and effect.

7) NOTIFICATIONS

All notifications to the buyer, any kind of it, will be made in writing and delivered through email.

The warranty claimant should be aware that our service applies exclusively to products marketed and acquired through Solarever. The response time for the initial resolution will be 48 hours provided that all necessary documentation and evidence are available, and the claims process outlined in section 10) of this document will be followed. In the event that the case needs to be reopened, it will be necessary to comply with the requirements requested by the corresponding department again.

8) GOVERNING LAW AND ARBITRATION

The applicable law to resolve any controversy derived from this warranty will be in the state where the installation of the product is located. Conflicts or disputes resulting from this warranty will be resolved through arbitration under the laws of USA, in the English language.

9) LIABILITY LIMITATIONS

To the extent permitted by applicable law, Solarever's total liability under this warranty is limited to the repair or replacement of the defective product, as stipulated in this policy. Solarever USA shall not be liable for incidental, indirect, or consequential damages, including but not limited to loss of profits, loss of product use, or any other form of economic or commercial damage.

Solarever USA reserves the right to modify or update this warranty policy at any time without prior notice. Modifications will become effective upon publication on Solarever's official website.

This warranty policy constitutes the entire agreement between the customer and Solarever USA regarding the warranty of the mentioned products and supersedes any prior or contemporaneous agreements, whether oral or written, related thereto.

10) MISCELLANEOUS

A) Applicable to All Customers (Distributors and End Customers):

Customers are required to provide information and evidence as requested by SOLAREVER USA's technical support team to validate product warranties. Customers agree to fully cooperate with the manufacturer's investigation process, furnishing all necessary information and documentation upon request. Customers must supply the product's serial number and purchase invoice to initiate the warranty claim procedure. The costs associated with installation and uninstallation shall be borne by the customer.

B) Distributor Refunds:

In accordance with SOLAREVER USA's commitment to customer satisfaction, the following guidelines delineate the refund process for distributors:

Distributors may avail themselves of refunds through the issuance of a Credit Note, which serves as a testament to the original module value. The Credit Note will accurately reflect the initial purchase price of the product as indicated in the distributor's transaction records.

Upon receipt and verification of a valid refund request, SOLAREVER USA shall initiate the Credit Note issuance process. The Credit Note will be prepared and sent to the distributor via a secure and expedient manner. It will detail the pertinent information, including the original module value, invoice reference, and the effective date of the Credit Note.

It is important to note that the Credit Note is valid for a specified duration, commencing from the date of issuance. Distributors are encouraged to utilize the Credit Note within this time frame to maximize its benefits. Failure to redeem the Credit Note within the stipulated validity period may result in its expiration and subsequent forfeiture of its value.

Redemption of Credit Note: Distributors can redeem the value of the Credit Note through its application to future purchases from SOLAREVER USA. This serves to streamline the refund process, promoting



seamless and efficient interactions between the distributor and SOLAREVER USA's distribution network.

C) Final customer

To qualify as a final customer, SOLAREVER USA must verify that the distributor from whom the module was acquired has either ceased operations or filed for bankruptcy. Submission of the original invoice for the module purchase is required.

Refunds for end customers shall be extended as monetary compensation, equivalent to the distributor's purchase price of SOLAREVER USA's module. This compensation will be subject to an initial 10% deduction during the first year from the commencement of the applicable warranty period, calculated based on the original purchase price as delineated in the customer's invoice. Subsequently, an annual depreciation rate of 2% shall be applied to the value of the distributor's invoice cost for each successive year. In the event that the client is unable to provide the original invoice, the warranty shall be considered null and void.

11) WARRANTY CLAIM PROCEDURE

If the purchaser has substantiated a claim covered by this warranty, they must submit this notification directly to Solarever. Together with this notification, the purchaser must include evidence of the claim (photographic report or symptom that the module is defective) as well as the serial number of the module(s), and the corresponding purchase documents (invoice). Solarever's technical support department will determine, at their discretion, the validity of the claim. Only Solarever's trained personnel can determine the inspection and testing procedure to validate the application or non-application of a warranty. Warranty claims will not be approved if serial numbers have been modified, altered or made illegible. The correct explanation or final verdict will be made by Solarever.

In the event that Solarever approves the warranty of a product, Solarever will make a credit note or reposition on a future purchase of the defective module or modules.

Solarever will provide all necessary services and assistance and ensures a quick response from the time of the claim until it is resolved.

Developed by:	Authorized by:
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