



PV WARRANTY POLICIES

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Solarever USA				
Review	1.0	Appendix E: LIMITED WARRANTY FOR PHOTOVOLTAIC MODULES – SOLAREVER USA 2023	Code	SE-ST-PO-01
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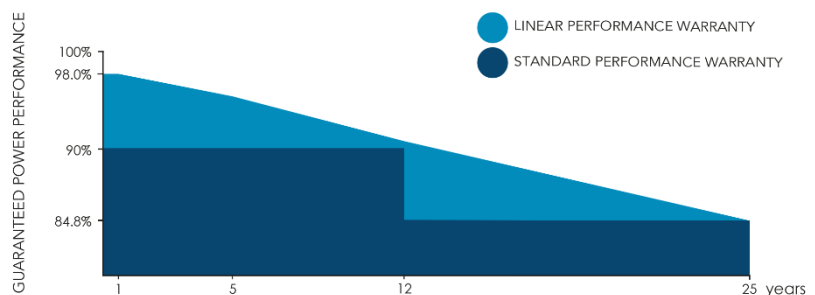
1) 25 YEAR LIMITED PRODUCT QUALITY WARRANTY

Solarever USA (hereinafter “Solarever”) warrants to its direct customers (hereinafter “the buyer”) the photovoltaic modules marketed by Solarever for their installations (hereinafter “the modules”) upon delivery thereof, to be free from defects related to workmanship or materials, under normal application, proper installation and proper service conditions. The warranty period for materials and manufacturing defects is 25 years from the date of delivery. No personnel from Solarever, or external parties are authorized to extend the duration of any warranty beyond the time period on behalf of Solarever. The company’s commitment is that, upon the acceptance of a claim, either of the following options will be made at Solarever’s discretion: issuing a credit note or reposition of the defective module on a further purchase. The two previously mentioned procedures should be the only results provided under the LIMITED PRODUCT WARRANTY and should not be extended beyond the 25-year period set forth herein.

The warranty does not cover damages caused by installations, repairs or attempted repairs carried out by anyone other than Solarever.

1) 25-YEAR POWER OUTPUT LIMITED WARRANTY

The warranty period regarding the output power extends for a total of 25 years from the delivery date: the first 12 years at 90% of the rated power, starting from the date of delivery of the installation; and 25 years, at 80% of the rated power, as specified on the delivery date, considering up to 3% maximum tolerance during the first year of installation. Solarever will immediately replace the products, whenever it is determined that such degradation is due to defects in materials, even though the modules have been installed under normal and proper operating conditions.



“Nominal power” should be understood as the peak power in Watts generated by the photovoltaic module under Standard Test Conditions (STC), such as an irradiance of $1000 W/m^2$, an AM air mass of 1.5 and cell operating temperature of $25^{\circ}C$. This data is specified in the data sheet, on the label and on the purchase invoice of the modules. The warranties set forth here are expressly in lieu of any other implied warranties, including, but not limited to, guarantees of merchantability and usage for a particular purpose, use or application, and all other obligations and liabilities of Solarever, unless other warranties, obligations or liabilities are agreed to in writing and approved by Solarever.

The warranties described above shall be the sole and exclusive warranties provided by Solarever and shall be the buyer's sole and exclusive remedy, unless otherwise agreed in writing and approved by Solarever. Solarever's liability shall not exceed, in damages or otherwise, the invoice value paid by the buyer.

Solarever shall have no responsibility or liability for injury to persons or damage to property resulting directly or indirectly from manufacturing defects or installation conditions. Repair or replacement of modules does not trigger a new warranty, nor shall the terms of this warranty be extended or reset.

2) TERMS EXCLUDED FROM WARRANTY COVERAGE

The terms excluded from this warranty coverage and therefore invalid this warranty are:

- a) The modules were modified, damaged, painted or were improperly transported, installed, mistreated or used, according to the Installation manual and factory recommendations. This includes damage or modifications on glass, frame, junction box and cable.
- b) The modules were installed in a mobile, marine, salt-high or ammonia-high environment, subjected to irregular voltages, currents, or power surges or abnormal environmental conditions (such as acid rain or other contaminants).
- c) Usage, transport, storage, installation and/or handling in any manner that does not strictly comply with the Installation Manual applicable to SOLAREVER USA Modules.
- d) The components of the structure or installation in which the modules have been installed are defective or inappropriate, such as rails, clamps, screws, bases, connectors, electric protections, among others.
- e) External artificial discoloration, mold discoloration or similar.
- f) The serial number or product label has been removed, changed, deleted or made unrecognizable.
- g) Defects caused in the modules are due to one of the following: extreme heat or severe changes in environmental conditions, corrosion, rust, unauthorized connections or modifications, unauthorized opening or repair, repair with unauthorized spare parts, accident, force of nature (such as atmospheric discharges), influence of chemicals, galvanic corrosion from use of incorrect installation materials or other acts beyond Solarever's reasonable control (including but not limited to fire, flooding, etc.).

- h) 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.
- i) Marks on the anti-reflective coating of the normal tempered glass, derived from the transportation of the module.
- j) Damage caused by the installation of modules without adequate direct current protections.

3) FORCE MAJEURE

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

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.

4) WARRANTY CLAIM COMPLIANCE

The Customer must comply with the SOLAREVER USA's current Return Merchandise Authorization ("RMA") process (available upon request) to make any Warranty Claim. SOLAREVER USA will not accept any Warranty Claims not in compliance with the RMA or Warranty Claims that use the delivery of any unauthorized return shipments of SOLAREVER USA Modules.

5) DIVISIBILITY

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

6) NOTIFICATIONS

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

7) 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.



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8) 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.

9. 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.

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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.

10. Additional terms

Currency and Exchange Rates: Any refunds or monetary reimbursements issued under this warranty will be processed in the currency of the original purchase and shall not be subject to adjustments based on fluctuations in exchange rates.

Timeframe for Dispute Resolution: As stipulated in this warranty, all interactions with the technical support team must be conducted via telephone and email. However, the warranty dispute resolution process shall commence upon SOLAREVER USA's technical support team responding to the initial email pertaining to the warranty claim. From that point, the customer shall be granted a 30-day window to submit all documents as requested by SOLAREVER USA. Failure to adhere to this timeline will result in the forfeiture of warranty privileges.

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Right of Inspection: SOLAREVER USA retains the right to dispatch a technical inspector for an on-site evaluation of any warranty claim. If the assessment determines that the issue does not stem from a manufacturing defect, inspection costs may be borne by the end customer. Should SOLAREVER USA choose to implement this clause, warranty approval will only be granted after completion of the inspection conducted by SOLAREVER USA's technical support team.

Installation Changes Record: End customers are obliged to maintain comprehensive records of any alterations made to the installation of solar modules, encompassing repairs, modifications, or additions. Neglecting to document such alterations may impact eligibility for warranty coverage. Non-compliance with SOLAREVER USA's installation manual recommendations, or failure to consult SOLAREVER's technical department, renders the customer ineligible for warranty claims.

Limits of Liability: In the event that a refund is approved in accordance with the warranty terms, SOLAREVER USA's total liability shall be confined to the original purchase value of the solar module.

Content Amendment: The manufacturer reserves the prerogative to modify the terms and conditions of this warranty at any juncture. Such amendments may influence forthcoming acquisitions and claims.

Developed by:	Authorized by:
Ing. Luis Daniel De la Cruz & Ing. Alejandro Canto.	Ing. Antonio Qu
Date:	08/10/2023
Review:	2

