



MSI PV MODULE LIMITED WARRANTY MISSION SOLAR ENERGY LLC

VERSION: 1
VERSION DATE: 05/21/2024

DOCUMENT #: C-CTA-0020
PAGE: 1 OF 4

Mission Solar Energy LLC (“Mission Solar”) provides the following Limited Product Warranty and Limited Power Warranty (collectively, “Limited Warranty”) to the original end-user purchaser (the “Customer”) with respect to its MSI line of photovoltaic module products (“Module” or “Modules”), subject to the conditions, exclusions, and limitations set forth below.

1) Warranty Start Date

The Warranty Start Date for a Module shall be the earlier of (i) the date of purchase by the Customer; or (ii) the date that is twelve (12) months after the Module’s date of production.

2) Limited Product Warranty

Mission Solar warrants to the Customer that the Module(s) shall be free from defects in the materials and workmanship that have a significantly negative effect on the power output of the Module(s) under normal application, use, and service conditions (as specified in the Installation and User Manual) during the period beginning on the Warranty Start Date and ending 25 years after the Warranty Start Date.

If a Module fails to conform to this Limited Product Warranty during the specified period, Mission Solar shall, at its sole option, either (a) repair or replace the non-conforming Module with current production module of closest type, or (b) provide the Customer with a refund equal to the historical purchase price of the Module annually reduced by a linear depreciation of four (4) percent.

- a) This Limited Product Warranty covers glass breakage provided there was no external cause of breakage.
- b) This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under the Limited Power Warranty below.

3) Limited Power Warranty

Subject to the terms and conditions of this Limited Warranty, for a period of twenty-five years from the Warranty Start Date, Mission Solar warrants to the Customer that the Modules are manufactured to produce a power output (“Output Threshold”) no less than the applicable annual percentage set forth within the Module’s applicable data sheet. If any Module(s) fails to conform to this Limited Power Warranty and provided that any loss in power is determined by Mission Solar not to have resulted from a condition, exclusion or limitation set forth in Section 4 below, Mission Solar shall, at its sole option, either (a) repair or replace the non-conforming Module with current production Module(s), (b) provide the Customer with additional Module(s) to make up for such decrease in power so that the power output equals or exceeds the Output Threshold, provided, it is possible for the Customer to mount such additional Module(s), or (c) refund the difference between the actual power output of the Module and the Output Threshold, based on the current market price of a comparable Module at the time of the Customer’s claim.

For purposes of determining Module power output, measurements shall be based on, or normalized to, standard test conditions of 1000W/m² irradiance, 25°C cell temperature, and AM 1.5 light spectrum. Measurements shall be made in accordance with IEC 60904, and shall account for measurement system error in accordance with EN 50380.

MISSION SOLAR ENERGY LLC



MSI PV MODULE LIMITED WARRANTY MISSION SOLAR ENERGY LLC

VERSION: 1
VERSION DATE: 05/21/2024

DOCUMENT #: C-CTA-0020
PAGE: 2 OF 4

4) General Conditions, Exclusions, and Limitations

- a) The limited warranty does not apply to module(s) sold and/or installed outside the geographic territory of the United States.
- b) The Limited Warranty does not apply to any Modules which have been subjected to:
 - i. Use, transport, storage, installation, service, and/or handling in any manner that fails to strictly comply with Mission Solar's Installation and User Manual;
 - ii. Alteration, repair, or modification without the express, prior consent of Mission Solar;
 - iii. Service by a solar technician who is not qualified under the relevant law and/or applicable regulations at the place of installation;
 - iv. Alteration, removal or obliteration of the original Module label;
 - v. Removal and reinstallation at a location different from that of the original;
 - vi. Electrical surges, lightning, flood, fire, vandalism, tampering, accidental breakage, mold, discoloration, other force majeure event, or other events beyond Mission Solar's control, including without limitation any technological or physical event or condition that is not reasonably known or understood at the time the Customer purchased the Modules;
 - vii. Installation on mobile platforms (excluding single or dual axis trackers specifically designed for solar) or direct contact with corrosive agents or salt water, pest damage; or malfunctioning photovoltaic system components and other operating conditions, which are not expressly permitted in the Installation and User Manual; and/or
 - viii. Defective components in the structure on which the Module is mounted; or
 - ix. Installation and/or use of Modules in a manner that results in cosmetic variations, stains, or scratches that do not affect power output.
- c) Claims made under this Limited Warranty must be received by Mission Solar during the applicable warranty period. Any claims submitted after expiration of the applicable warranty period are not valid and will be rejected by Mission Solar.
- d) Mission Solar's obligations under this Limited Warranty are conditioned upon the Customer's compliance with its payment obligations for purchase of any applicable Module. In the event Mission Solar rejects a warranty claim under this provision, the Customer may deposit the outstanding amount due in order to activate coverage under this Limited Warranty.
- e) **No Other Express Warranty:**

The Limited Warranty as stated herein shall be the sole and exclusive warranty granted by Mission Solar and shall be in lieu of all other express or implied warranties. In no event shall any warranties, including but not limited to any warranties of merchantability, fitness for a particular purpose, use, or application, or non-infringement, extend beyond the applicable warranty period identified in the sections above. Provision of remedies in the manner described herein shall constitute complete fulfillment of all liabilities and responsibilities of Mission Solar to the Customer with respect to the Modules. No seller of Modules or any other person is authorized to make any warranties other than those set forth herein, or to extend the duration of the Limited Product or Limited Power Warranties beyond the periods detailed in the Limited Warranty, on behalf of Mission Solar.

MISSION SOLAR ENERGY LLC



MSI PV MODULE LIMITED WARRANTY MISSION SOLAR ENERGY LLC

VERSION: 1
VERSION DATE: 05/21/2024

DOCUMENT #: C-CTA-0020
PAGE: 3 OF 4

- f) **Limitation of Liability:**
UNDER NO CIRCUMSTANCES SHALL MISSION SOLAR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, REGARDLESS OF CAUSE. LOSS OF USE, PROFITS, PRODUCTION, AND/OR REVENUES ARE SPECIFICALLY AND WITHOUT LIMITATION EXCLUDED. UNDER NO CIRCUMSTANCES SHALL MISSION SOLAR'S LIABILITY FOR NON-CONFORMING MODULES EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR SUCH MODULES, PLUS REASONABLE TRANSPORTATION COSTS.
- g) This Limited Warranty does not cover any costs associated with Module installation, removal of non-conforming Modules, or re-installation of repaired, replacement, or additional Modules, or the costs of any of the foregoing. For accepted warranty claims, Mission Solar, in its sole discretion, may provide payment of reasonable costs of a typical local standard associated with transporting non-conforming, repaired, replacement, or additional Modules from and to the Customer.
- h) Any additional Modules provided, repaired, or replaced by Mission Solar under a warranty claim shall be covered by the same Limited Warranty and terms as the original PV modules that were subject to the claim. No warranty periods or terms shall be extended because of a warranty claim or remedy.
- i) Mission Solar shall make commercially reasonable efforts to replace non-conforming Modules with new or refurbished Modules or the same or similar size and aesthetics but reserves the right to deliver a different Module type in the event that Mission Solar has discontinued production of the non-conforming Module type. Replaced Modules and parts shall become property of Mission Solar.
- j) This Limited Warranty shall be construed as a separate warranty and independent from any other contractual arrangement with third parties relating to the Modules. It shall not affect any rights, obligations, and remedies to the Customer, if any, with regard to third parties for defects, non-conformity, or non-compliance of the Modules. The rights and remedies provided hereunder are in addition to any other rights and remedies against third parties to which the Customer may be entitled by agreements with such third parties or by law.

5) Warranty Transfer

This Limited Warranty is transferable to (i) a subsequent purchaser of the Modules or installation location so long as the Modules remain installed at the original installation location, or (ii) any purchaser of Modules from an authorized reseller prior to such Modules' installation.

6) Obtaining Warranty Service

- a) In the event of a warranty claim, the Customer should promptly contact the seller from which they purchased the Modules, who will provide instructions for filing the claim.
- b) In the event that the original seller no longer exists or cannot be reached, or if Modules were purchased originally from Mission Solar, the Customer should notify Mission Solar by email, letter, or phone call to the below address, specifying the nature of the claim and the serial number of the affected Module(s).

Mission Solar Energy LLC
8303 South New Braunfels Avenue
San Antonio, TX 78235
T: +1 (210) 531-8600
E: warranty@missionsolar.com

MISSION SOLAR ENERGY LLC



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VERSION: 1
VERSION DATE: 05/21/2024

DOCUMENT #: C-CTA-0020
PAGE: 4 OF 4

- c) Mission Solar will not accept delivery of allegedly non-conforming Modules unless prior written authorization has been provided by Mission Solar.
- d) Mission Solar may require additional information regarding the claim, including but not limited to, evidence of purchase, pictures of the Modules and installation site, proof of installation by a qualified party, proof of proper maintenance procedures, and power output data.
- e) In the event that a claim is rejected by Mission Solar, the Customer is entitled to challenge the results by appealing to an accredited, first class testing laboratory that is approved by both parties.
- f) Any claim for breach of this Limited Warranty must be brought within two (2) months after discovery of the non-conformance.

7) Force Majeure

Mission Solar shall not be held responsible or liable in any way to the Customer in the event 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, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of Mission Solar. In such cases, performance by Mission Solar of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

8) Severability

If any part, provision, or clause of this Limited Warranty, or the application thereof to any person or circumstance, is held invalid, void, unenforceable, or contrary to law, then the validity of the remaining sections of this Limited Warranty shall remain in full force and effect, and to this end all sections of this Limited Warranty shall be treated as severable.

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