

1. *Limited Warranty.* GSE warrants to the original Purchaser of the Submodule Product that each Submodule Product will conform to the product power output and dimensional specifications stated on the applicable Product Data Sheet until the earlier of (i) 180 days from date of shipment if the Submodule Product was stored at less than 35°C during that entire period, or (ii) the date of removal from the original packaging and inspected for performance in preparation for subsequent encapsulation or lamination into Purchaser's product. The Purchaser acknowledges that the Submodule Product is time- and environment-sensitive from the date of manufacturing until encapsulation. This limited warranty is non-transferable without prior written consent of GSE.

Note: Within this document, a Submodule Product is defined to include all properly released GSE submodule products designated as FG-XSMY-Z, where X and Y are numbers and Z is any string of any combination of numbers and letters.

2. *GSE's Warranty Obligations.* If Purchaser's testing or inspection shows that a Submodule Product does not conform to the product power output and dimensional specifications stated on the applicable Product Data Sheet within 180 days after shipment AND before Purchaser incorporates the Submodule Product into Purchaser's product, Purchaser will submit to GSE the Purchaser's evaluation and supporting documentation, as requested by GSE. To be eligible for a warranty, Purchaser's inspection and test procedures must use non-damaging methods, such test procedures must meet GSE requirements, and the Submodule Product shall not conform to the applicable specifications in a material way. GSE has sole and absolute discretion to accept or deny Purchaser's claim of nonconformance. If the power output, confirmed by GSE, of a given Submodule Product is lower than specified, and falls within the power output range of a lower power output category then available from GSE, Purchaser must re-classify the Submodule Product into the applicable lower power category, and GSE will credit the power difference between the categories based on the average power in the specification for that power category. If the power output of a given Submodule Product is lower than the lowest power output range category available, or if the claimed nonconformance is dimensional specifications, then GSE will credit the Purchaser for the cost of the Submodule Product upon its return to GSE through GSE's RMA process. GSE shall have sole and absolute discretion to credit Purchaser for the cost of the returned product, or to replace the returned product with a conforming equivalent product. GSE's maximum liability under any warranty, expressed, implied, or statutory, or for any nonconformance, is limited to the credit or replacement allowed by this limited warranty, and GSE shall have no other obligations with respect to a Submodule Product sold under this limited warranty.

3. *Limitations on Warranty.*

- 3.1. GSE's limited warranty is solely for the out-of-the-box conformance of the Submodule Product within 180 days after shipping and before the Submodule Product has been encapsulated. Purchaser is solely responsible for the proper handling and storage, manufacture, performance and safety of, and warranty for, any final structure or process that encapsulates and finishes the Submodule Product. GSE disclaims all warranties for performance of the Submodule Product after its encapsulation, lamination, or other incorporation into any other product.

- 3.2. This GSE limited warranty does not extend to Submodule Products that have been subjected to use or misuse, unauthorized modifications, improper storage, mishandling, exposure to moisture, neglect, physical

or electrical stress, violations of general guidelines on product documentation, attempts to repair, or damage by accident, fire, or other hazards.

3.3. DISCLAIMER OF WARRANTIES. GSE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE WARRANTIES SET FORTH IN THIS CONTRACT IN CONNECTION WITH THE SUBMODULE PRODUCTS. GSE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. GSE DOES NOT WARRANT THAT THE SUBMODULE PRODUCTS WILL MEET PURCHASER'S NEEDS OR REQUIREMENTS. PURCHASER SHALL NOT MAKE ANY WARRANTIES ON GSE'S BEHALF.

3.4. GSE is not responsible for any incidental, consequential, or punitive damages arising from the use, loss of use, or failure of a Submodule Product to perform. GSE is not responsible for damages for lost services, lost power generation capacity, cost of substitute services, lost profits or savings, or expenses of Purchaser, Purchaser's customers, or any other third party. GSE is not responsible for costs of removing, returning, remanufacturing, or reinstalling a final good that uses a Submodule Product.

3.5. If Purchaser purchases the Submodule Product in a country or state with laws limiting the applicability of provisions or exclusions contained in this warranty, the provisions whose applicability is limited by law will be limited or deleted, but only to the extent required by such laws. All other provisions shall remain in full force.