

Global Solar® provides a limited warranty applicable to the Global Solar PowerFLEX® Modules listed below:

PowerFLEX®	2-Meter (FG-2), 4-Meter (FG-4) and 6-Meter (FG-1)
PowerFLEX®+	1-Meter (FG-M1), 2-Meter (FG-M2), 4-Meter (FG-M4) and 6-Meter (FG-M6)

Global Solar PowerFLEX® and PowerFLEX®+ BAPV products (“Modules”) are flexible, lightweight, and powerful – and therefore very versatile and adaptable for a wide variety of uses. Global Solar encourages innovative applications of its modules and herein offers alternate warranties based on how the PowerFLEX module is installed and used. Global Solar provides design and use guidelines with installation requirements for Modules in applications where Global Solar has evaluated the end use of the Modules.

The limited warranty for the Modules depends upon whether the installation complies with these guidelines, including:

- (A) proper registration of the Modules with Global Solar (a Module that is registered is referred to as a “Registered Module”);
- (B) application or integration of Registered Modules to
 - a. a conventional, fixed and permanent commercial or industrial structure (“Building Integrated Photo-Voltaic” or “BAPV”); or
 - b. some other suitable structure including for recreational vehicles, caravans, and other mobile platforms; and
- (C) compliance of the use of the Registered Modules with Global Solar’s detailed guidelines. Global Solar’s guidelines for Module use (the “Installation Manual”) may be found:
 - a. for BAPV, in Global Solar’s Module Installation Manual and Module Maintenance Guide (together, the “Installation Manual”);
 - b. for other suitable structures and uses, applicable Global Solar published Installation Manual and applicable Additional Guidance based on documents and emails resulting from verbal or email discussions with Global Solar’s Customer support team.

Module uses fall into several categories and Global Solar offers warranty provisions appropriate to each category. These classifications are:

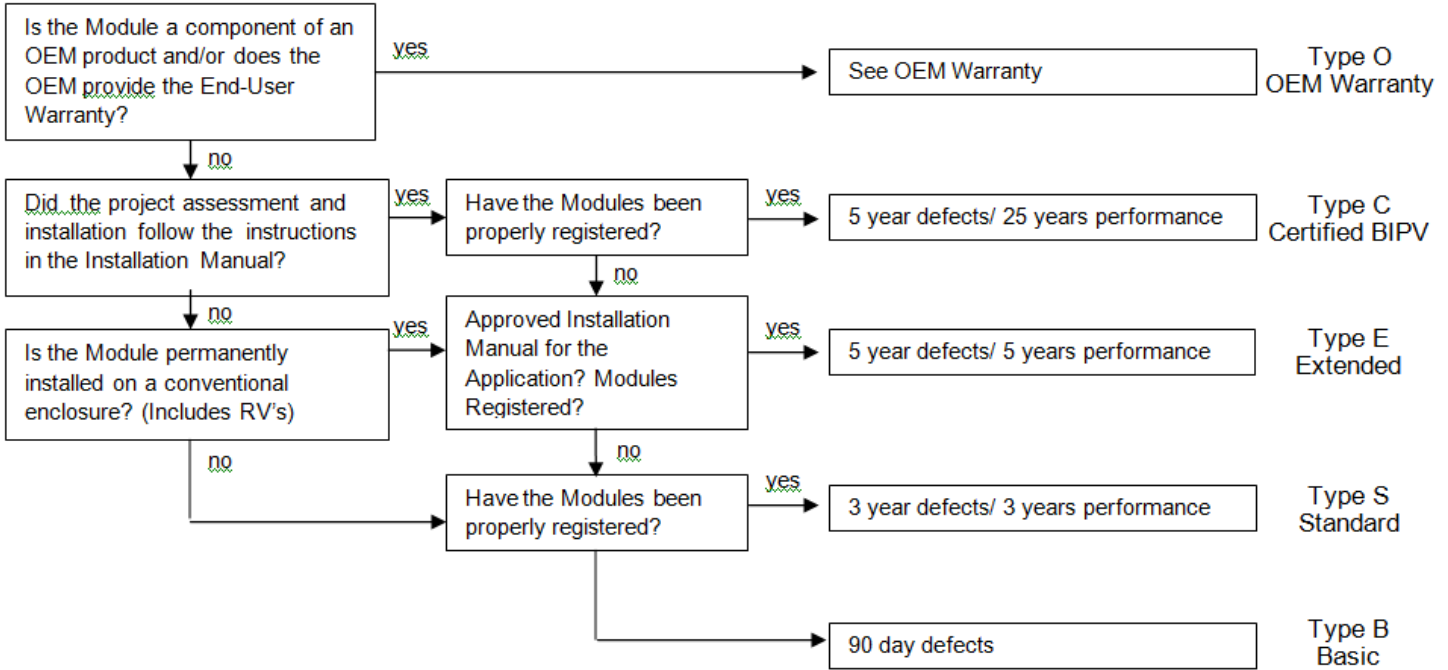
1. “Basic Limited Warranty” (Type B) for Modules not registered with Global Solar and where an OEM Warranty does not apply.
2. “Module Standard Warranty” (Type S) for Registered Modules in all non-BAPV applications.
3. “Module Extended Warranty” (Type E) for Registered Modules.
 - a. in BAPV installations where the installation does not comply with the Installation Manual, but that does comply with GSE’s Design Guidelines
 - b. in PowerFLEX® Mobile or PowerFLEX®+ Mobile systems.[See separate Warranty document for details of PowerFLEX® Mobile and PowerFLEX®+ Mobile]
4. “Certified BAPV Warranty” (Type C) for Registered Modules in BAPV installations where the installation complies with the Installation Manual or where the installation has successfully completed the Assessment Process.
5. “OEM Warranty” (Type O) for Modules integrated into a complete solution offered by an Original Equipment Manufacturer (“OEM”), so that the module warranty is provided through the OEM’s System Warranty program. **If an OEM Warranty applies then no direct Global Solar warranty applies.**

The specific use of the Modules will qualify for only one of the warranties described in this policy. In case of uncertainty, Global Solar has the sole authority to determine the applicable warranty based on the warranty alternatives described in this program document and other relevant factors. A more detailed description of each warranty begins on the next page.

WARRANTY, SERVICE OR INFORMATION. For questions about warranty service, or about other issues concerning the Modules, please contact the distributor or installer who originally sold the Module or contact Global Solar at

www.globalsolar.com
 8500 South Rita Road
 Tucson, Arizona, 85747, USA
 Phone: +1 520-546-6313
 Fax: +1 520-546-6318
 Email: GSEwarranty@globalsolar.com

For Modules, the Warranty Type is determined by the following criteria.



Type B – Basic Limited Warranty applies to all applications of Modules that are not registered with Global Solar. Global Solar warrants that the Modules will be free from defects in materials and workmanship, excluding normal wear and tear, for 90 days beginning on the date of the initial purchase of the Module.

Type S – Standard Warranty applies to all applications of Registered Modules that are not covered by any other Warranty Type as defined in this Limited Warranty Program.

Limitations, Exclusions and Conditions; All warranty service is subject to the limitations, exclusions and conditions stated in **PowerFLEX® or PowerFLEX®+ Series Module Limited Warranty Program**.

The following are not valid claims under the Type S - Standard Warranty.

- A. Claims resulting from a failure excluded in the **PowerFLEX® or PowerFLEX®+ Module Limited Warranty General Terms & Conditions**.
- B. Claims for solutions sold by OEMs, which are subject to that OEM's warranty. See **Module Type O – OEM Warranty**.
- C. Claims resulting from a failure to comply with applicable codes, regulations, or other requirements of the jurisdiction where the Module is used
- D. Claims resulting from a failure to comply with Global Solar Additional Guidance based on Documents and emails resulting from verbal or email discussions with Global Solar's Customer support team

Type E - Extended Warranty applies to (a) applications of Registered Modules for BAPV applications; and (b) **PowerFLEX Mobile**[®] and **PowerFLEX**[®] + **Mobile** system; but excluding Registered Modules covered by the Certified BAPV Warranty as defined in this PowerFLEX[®] or PowerFLEX[®] + Module Limited Warranty Program.

Limitations, Exclusions and Conditions; All warranty service is subject to the limitations, exclusions and conditions stated in **PowerFLEX**[®] or **PowerFLEX**[®] + **Series Module Limited Warranty Program**.

The following are not valid claims under the **Type E – Extended Warranty**.

- A. Claims resulting from a failure excluded in the **PowerFLEX**[®] or **PowerFLEX**[®] + **Module Warranty General Terms & Conditions**.
- B. Claims related to solutions sold by OEMs. Solutions sold by OEMs are subject to that OEM's warranty. See **Module Type O – OEM Warranty**.
- C. Claims related to Registered Modules not used in BAPV, PowerFLEX[®] or PowerFLEX[®] + mobile applications, which are covered by the **Module Type S – Standard Warranty**.
- D. Claims resulting from a failure to comply with applicable codes, regulations, or other requirements of the jurisdiction where the Registered Module is installed or with requirements of an electric service provider whose service network is interconnected with the Registered Module;
- E. Claims resulting from a failure to comply with Global Solar Additional Guidance based on documents and emails resulting from verbal or email discussions with Global Solar's Customer support team

Type C - Certified BAPV Warranty applies to all applications of Registered Modules for BAPV applications that strictly follow the Installation Manual or have successfully completed the Assessment Process.

Limitations, Exclusions and Conditions; All warranty service is subject to the limitations, exclusions and conditions stated in **PowerFLEX**[®] or **PowerFLEX**[®] + **Series Module Limited Warranty Program**.

The following are not valid claims under the **Type C – Certified BAPV Warranty**.

- A. Claims resulting from a failure excluded in the **PowerFLEX**[®] or **PowerFLEX**[®] + **Module Warranty General Terms & Conditions**.
- B. Claims related to solutions sold by OEMs. Solutions sold by OEMs are subject to that OEM's warranty. See **Module Type O – OEM Warranty**.
- C. Claims related to Registered Modules used in non-BAPV applications. Registered Modules used in non-BAPV applications are covered by the **Module Type S – Standard Warranty**.
- D. Claims related to Registered Modules used in PowerFLEX[®], PowerFLEX[®] + Mobile systems or in BAPV applications that do not follow the Installation Manual. Such Registered Modules are covered by the **Module Type E – Extended Warranty**.
- E. Claims related to Registered Modules used in BAPV applications that do not follow the Installation Manual.
- F. Claims for items other than modules that are provided in PowerFLEX Mobile[®] systems, which are covered by the **PowerFLEX**[®] or **PowerFLEX**[®] + **Mobile Limited Warranty**.
- G. Claims resulting from a failure to comply with applicable codes, regulations, interconnection requirements, or other requirements of the jurisdiction where the Module is installed.

Type O - OEM Warranty

Global Solar often works with OEMs to help the OEM develop a product to serve a particular market and provide a solution using Modules. The OEM's solution may include additional components and features.

In these cases, the OEM will establish its own warranty program and is responsible for servicing the warranty needs. All such warranty is therefore provided through the OEM and not by Global Solar.

While Global Solar provides technical support to OEMs when asked by the OEM, Global Solar does not certify or validate OEM designs and does not take responsibility for OEM designs. Design decisions are solely the responsibility of the OEM, who has the best knowledge of all the variables affecting its solution. If an OEM system fails, the customer should contact the OEM and not Global Solar.

Module Limited Warranty

General Terms and Conditions

Module Limited Warranty General Terms and Conditions

The following exclusions, limitations and conditions apply to these warranties and to all Modules.

1. Adhesion. Global Solar does not warrant that the Module will adhere to the particular surface to which the provider has affixed the module.
2. Excluded Costs. Global Solar is not responsible for the costs of:
 - (a) diagnosis of a problem at the site where a Module is installed;
 - (b) removal of a Module requiring service;
 - (c) reinstallation of a Module after it has been repaired;
 - (d) installation of a replacement Module supplied by Global Solar to replace a failed Module; or
 - (e) transportation of the Module, or any components, to Global Solar or its warranty service provider, if required.
3. Excluded Causes. Global Solar's limited warranties do not cover damage, malfunction, or failure if Global Solar concludes that the damage, malfunction, or failure resulted from design considerations unique to a particular use of the Modules. In all cases, system design decisions are solely the responsibility of the installer or solution provider. The installer and solution provider have the best knowledge of the variables affecting a particular use and are responsible for the assessment of acceptable risks and benefits. On those occasions where design decisions cause or contribute to failures or are not consistent with the Installation Manual or Additional Guidance (as applicable) based on Documents and emails resulting from verbal or email discussions with Global Solar's Customer support team, Global Solar's warranty does not then apply.
4. Excluded Claims. The limited warranty does not cover, and Global Solar is not responsible for, the failure of a Module if a failure is a result of any of the following:
 - A. Repair, modification, service or movement of a Module contrary to the Installation Manual or Additional Guidance, as applicable;
 - B. Defects or failures caused by devices or parts other than the Module, including by the mounting methods used to install the Module, building appliances or activities near the Module, or other solar system devices or parts;
 - C. Failures caused by inappropriate connections or use of other components or failures in the system where the Module is installed. This includes, but is not limited to, (a) connection of the Module in a manner that generates inappropriate voltages, (b) failures of the Module resulting from failures of the system power inverter or other components of the system, (c) failures of the Module caused by failed or defective system components other than the Module itself or (d) failures of the Module caused by improperly rated or defective wiring or other connections or components;
 - D. Exposure of the Module to abuse, misuse, or negligent acts, including but not limited to (a) failure to maintain the surface of the Module in accordance with the Installation Manual and Additional Guidance (as applicable), (b) use of inappropriate abrasives or chemicals that damage the Module, (c) installation in a non-BAPV or marine environment unless the installation complies with specific Installation Manual applicable to such installations, (d) abnormal environmental conditions such as acid rain, smoke, salt damage or other pollution, (e) external corrosion, mold discoloration, or the like, (f) operating the module outside of the rated range of -40C to 85C, or (g) excessive or repetitive bending, flexing, creasing, or rolling;
 - E. Failures caused by exposure to improper voltage, power surges, lightning, fire, flood, pest damage, accidental breakage, actions of third parties and other events of force majeure or accidents outside Global Solar's reasonable control and not arising under normal operating conditions.
5. Circumstances When the Warranty Does Not Apply.
 - (a) Global Solar's limited warranty does not apply if the Module's model number or serial number is altered, removed, defaced, or otherwise rendered illegible.
 - (b) Global Solar's limited warranty
 - (1) extends only to the original purchaser;
 - (2) applies only if the Module or a replacement Module is owned by the original purchaser;
 - (3) applies only while the Module remains mounted in its original location.
 - (c) Global Solar's limited warranty does not apply to any alteration of a Module or integration into another product by a third party.

Module Limited Warranty

General Terms and Conditions

6. Use of Remanufactured or Refurbished Parts. Global Solar may, at its sole option, use new, remanufactured or refurbished parts or Modules when repairing or replacing a Module under warranty. The replaced parts or the replaced Modules will become Global Solar's property.
7. No Additional Warranties.

Global Solar makes no warranties, express or implied, other than the warranties made in this warranty document. Global Solar specifically disclaims any warranty of merchantability or fitness for a particular purpose. To the extent warranties of merchantability or fitness for particular purpose cannot be effectively disclaimed by this warranty, they are limited in duration to the term of the warranty for which the use of the Module is qualified.
8. Sole Remedy.

The warranties described in this warranty are the sole and exclusive warranties granted by Global Solar with respect to the Modules and are the sole and exclusive remedy available to a purchaser of the Modules. Correction in the manner and for the period of time provided in this warranty shall fulfill all liabilities and responsibilities of Global Solar with respect to the Module and shall constitute full satisfaction of all claims relating to the Modules, whether based on contract, negligence, strict liability, or otherwise.
9. No Incidental or Consequential Damages.

Global Solar is not responsible for any incidental, consequential, economic, property, special or punitive damages arising from the use, loss of use, or failure of a Module to perform as warranted. Under this exclusion Global Solar is not responsible for damages for lost services, lost power generation, cost of substitute services, lost profits or savings, or expenses arising out of third-party claims.
10. Maximum Liability Limited to Purchase Price.

Global Solar's maximum liability under any warranty, express, implied, or statutory, or for any manufacturing or design defects, is limited to the purchase price of the Module that fails to satisfy the warranty.
11. Limitation of Exclusions in Some Jurisdictions. If the initial purchaser of a Global Solar Module purchased the 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 remain in full force.

Global Solar provides only a Basic Limited Warranty if a Module is Not Registered. The Module will be free from defects in materials and workmanship, excluding normal wear and tear, for 90 days beginning on the date of the initial purchase of the Module (the "Purchase Date"). By taking the steps described below, the original purchaser may make the Module a Registered Module and extend this warranty.

Registration of Modules. In order to make a Module eligible for an extended warranty as a Registered Module, the original purchaser must complete the following as proscribed:

- 1) Registration of Module. Register the Module within 90 days of the Purchase Date or within 30 days of installation date. To properly register the modules, simply send an email to: GSEwarranty@globalsolar.com containing the following information
 - a) **ITEM INFORMATION**
 - i) System Owner's Name, email, Phone #
 - ii) Company where owner purchased modules or system - Name, email, Phone #
 - iii) Date of Purchase
 - iv) Global Solar's Module Part #
 - v) Number of solar modules installed
 - vi) Serial numbers of the solar modules installed
 - vii) Date Installation completed
 - b) For further questions about the registration or installation requirements, contact Global Solar.
- 2) Installation. Have the Module installed by someone who demonstrates that they have sufficient experience and knowledge of the product, the application, and the Installation Manual and Additional Guidelines (as applicable).

Module Limited Warranty

General Terms and Conditions

Warranty for Registered Modules. If the original purchaser registers the Module with Global Solar, then the Module will become a “Registered Module.” Global Solar extends and expands the limited warranty for a Registered Module as follows:

- 3) *Limited Warranty against Defects.* Global Solar extends to the original purchaser of a Registered Module the Basic Limited Warranty, excluding normal wear and tear, for the period set forth on **Table I** below beginning on the date of the initial purchase of the Module; and
- 4) *Limited Warranty for Power Output.* Global Solar warrants that the Registered Module will produce a “Warranted Output” of not less than the percentage set forth on the **Table I** below of its minimum rated power output, as specified in applicable specifications published by Global Solar for the Registered Module (the “Rated Output”), for the period of time set forth on the Table beginning on the date of the initial purchase of the Module.

Note: In determining whether the Registered Module produces the Warranted Output, output measurements are adjusted to standard test conditions of 1,000 W/m² irradiance, 25° C cell temperature and Air Mass 1.5 using methods defined by Global Solar and tested in a facility approved by Global Solar.

Table I: Warranty periods for the different Global Solar Warranty Types

Type	Materials and Workmanship	Performance
Basic (Type B)	90 days	N/A
Standard (Type S)	3 yrs	3 yrs at 80% of Minimum rated output
Extended (Type E)	5 yrs	5 yrs at 80% of Minimum rated output
Certified (Type C)	5 yrs	10yrs at 90% of Minimum rated output 25 yrs at 80% of Minimum rated output
OEM (Type O)	From OEM Only	From OEM Only

- 5) *Global Solar Obligations.* If Global Solar determines that the Registered Module has a defect or is otherwise not providing the Warranted Output during the term of the warranty, then Global Solar will, at its sole option:
 - A. repair the Global Solar Module;
 - B. replace the Global Solar Module with an equivalent product;
 - C. provide additional Modules sufficient to bring the aggregate power of all Modules supplied to the customer to at least the Warranted Output, if Global Solar determines expansion for this purpose is technically feasible, or
 - D. refund a pro-rata portion of the purchase price based on the shortfall from the Warranted Output.
 - E. Global Solar will pay the cost of transporting repaired, replacement, or additional Module from Global Solar or Global Solar’s warranty service provider to the original purchaser.