

## GRAPE SOLAR LIMITED WARRANTY FOR PV MODULES

The following modules are covered under this warranty:

<u>Grape Solar P/N</u>	<u>OEM</u>
CS-S-175-DJ	ChangZhou NESL SolarTech Co. Ltd. DJ-175D
CS-S-180-DJ	ChangZhou NESL SolarTech Co. Ltd. DJ-180D
CS-P-280-DJ	ChangZhou NESL SolarTech Co. Ltd. DJ-280D
CS-P-200-DJ	ChangZhou NESL SolarTech Co. Ltd. DJ-200PB
CS-P-210-DJ	ChangZhou NESL SolarTech Co. Ltd. DJ-210P
CS-P-220-DJ	ChangZhou NESL SolarTech Co. Ltd. DJ-220P
CS-P-230-DJ	ChangZhou NESL SolarTech Co. Ltd. DJ-230P
CS-P-240-DJ	ChangZhou NESL SolarTech Co. Ltd. DJ-240P
CS-P-260-DJ	ChangZhou NESL SolarTech Co. Ltd. DJ-260P

### 1. Limited Product Warranty – Ten (10) Year Repair, Replacement or Refund Remedy

Grape Solar Corporation with offices at 4723 Pacific Ave. Eugene Oregon 97402 ("Grape Solar") warrants that for ten (10) years from the date of delivery, its Photovoltaic modules ("PV modules") shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. If the PV modules fail to conform to this warranty, then for a period ending ten (10) years from date of delivery to the original end-customer ("the Customer"), Grape Solar will, at its option, either repair or replace the product, or refund the purchase price as paid by the Customer ("Purchase Price"). The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the ten (10) year period set forth herein. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under Limited Power Warranty.

### 2. Limited Power Warranty

- a) If, within ten (10) years from date of purchase to the Customer any PV module(s) exhibits a power output less than 90% of the Minimum Peak Power<sup>1</sup> as specified at the date of purchase in Grape Solar's Product datasheet, provided that such loss in power is determined by Grape Solar (at its sole and absolute discretion) to be due to defects in material or workmanship Grape Solar will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules.
- b) If, within twenty five (25) years from date of purchase to the Customer any PV module(s) exhibits a power output less than 80% of the Minimum Peak Power as specified at the date of purchase in Grape Solar's Product datasheet, provided that such loss in power is determined by Grape Solar (at its sole and absolute discretion) to be due to defects in material or workmanship Grape Solar will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules.

### 3. Exclusions and limitations

- a) Warranty claims must be filed within the applicable Warranty period.

- b) Warranty claims may only be made by the customer with prove of purchase.
- c) The Limited Warranties do not apply to any of the following:
  - i. PV modules have been subjected to: misuse, abuse, neglect or accident; alteration, improper installation, application or removal; repair or modifications by someone other than an approved service technician; power failure surges, lightning, flood, fire, accidental breakage or other events outside Grape Solar's control.
  - ii. Cosmetic defects stemming from normal wear and tear of PV module materials.
  - iii. PV modules installed in locations, which may be subject to direct contact with salt water.
- d) The Limited Warranties does not cover transportation cost for return of the PV modules; reshipment of any repaired or replaced PV Modules to the applicable location. It does not the cover the cost associated with installation, removal or reinstallation of the PV modules.
- e) Warranty claims will not apply if the type or serial number of the PV modules is altered, removed or made illegible.

#### 4. **Limitation of Warranty**

THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF GRAPE SOLAR, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITES ARE EXPRESSLY AGREED TO IN WRITING BY GRAPE SOLAR. GRAPE SOLAR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROMANY CAUSE WHATSOEVER ARISING OUT OF OR RELATING TO THE PV MODULE(S) INCLUDING, WITHOUT LIMITATION, ANY DEFECTS AND/OR FAILURES IN THE PV MODULE(S) OR FROM USE OR INSTALLATION.

GRAPE SOLAR'S AGGREGATE LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE PAID TO GRAPE SOLAR BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON WARRANTIES OR EXCLUSIONS OR LIMITATION OF DAMAGES. ACCORDINGLY, THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY. THESE WARRANTIES GIVE A CUSTOMER SPECIFIC LEGAL RIGHTS, AND A CUSTOMER MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

#### 5. **Obtaining Warranty Performance**

If you feel you have a justified claim covered by this Limited Warranty, immediately notify the (a) Installer, who sold the PV-modules, or (b) any authorized Grape Solar distributor, of the claim in writing, or (c) send such notification to Grape Solar Corporation at 4723 Pacific Ave. Eugene Oregon 97402, directly. In addition, please enclose evidence of the date of purchase of the PV module. If applicable, your installer or distributor will give advice on handling the claim. If further assistance is required, please write to Grape Solar for instructions. The return of any PV-modules will not be accepted unless prior written authorization has been given by Grape Solar.