



Warranty Statement

Limited Warranty. MiaSolé warrants to Buyer that, for a period of 10 years after shipment of a particular Product to Buyer, the Product will be free from defects in materials and workmanship that negatively affect the Product's functionality under proper installation, operation, and maintenance conditions in accordance with procedures described in the Installation Guide supplied by MiaSolé. MiaSolé warrants to Buyer that under Standard Test Conditions (STC), the Product will, for a period of 5 years after shipment, produce at least 95% of the power output specified on the Product's faceplate or in its published specifications (+/- the specified or published tolerance levels); for the next 5-year period (years 6 through 10 after shipment), produce at least 90% of the power output specified on the Product's faceplate or in its published specifications (+/- the specified or published tolerance levels); and for the next 15-year period (years 11 through 25 after shipment), produce at least 80% of the power output specified on the Product's faceplate or in its published specifications (+/- the specified or published tolerance levels). To make a warranty claim, Buyer must: notify MiaSolé of the nonconformance during the applicable warranty period, obtain a return authorization for the nonconforming Product from MiaSolé, and return the nonconforming Product to MiaSolé's designated repair facility, freight prepaid, with a statement describing the nonconformance. MiaSolé will then investigate the nonconformance and determine whether the warranty claim is valid. MiaSolé's exclusive obligation with respect to any nonconforming Product is, at MiaSolé's option, to repair or replace that Product, to provide additional units or components to bring the aggregate power output to at least the warranted percentages of the specified minimum power output, or to otherwise provide monetary compensation to Buyer, as determined by MiaSolé in its sole and absolute discretion, taking into consideration the warranted power output, the actual power output, and the amount of time the Product has been installed. MiaSolé will pay shipping costs for Products that are repaired or replaced under the terms of this limited warranty and returned to Buyer. This limited warranty applies to Buyer and to any permitted assignees, provided the Product remains installed in its original location. MiaSolé reserves the right to charge Buyer on a time-and-materials basis for returned Products in the event such Products are determined not to be defective. If any Product returned to MiaSolé is determined not to be defective, or if the warranty has expired, Buyer shall be responsible for all return shipping costs. THE FOREGOING IS BUYER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY BY MIASOLÉ WITH RESPECT TO THE PRODUCTS.

Limitations on Warranty. The limited warranty set forth above does not apply to: any Product that has been modified, repaired, or altered, except by MiaSolé; any Product that has not been properly installed, integrated, used, operated or maintained in accordance with any handling or operating instructions as specified in the MiaSolé Module Installation Guide; or any Product that has been improperly handled or subjected to physical or electrical stress, misuse, abuse, negligence, intentional misconduct, or accidents, or events of force majeure or other events or causes beyond MiaSolé's reasonable control and not arising under normal operating conditions, including, but not limited to, power surges, lightning, flood, and damage caused by wind, hail, storms, pest, animals, or people. In addition, the above limited warranty does not cover any deterioration in the appearance of the Products, whether resulting from normal wear and tear or other cosmetic variations that do not negatively affect the functionality of the Products.

Disclaimer of Warranties. THE FOREGOING WARRANTY IS THE SOLE WARRANTY, EXPRESS OR IMPLIED, GIVEN BY MIASOLÉ IN CONNECTION WITH THE PRODUCTS AND THE AGREEMENT, AND MIASOLÉ 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. MIASOLÉ DOES NOT WARRANT THAT THE PRODUCT WILL MEET BUYER'S NEEDS OR REQUIREMENTS. BUYER SHALL NOT MAKE ANY WARRANTIES ON MIASOLÉ'S BEHALF.