

## FLEX Warranty

**Limited Warranty.** MiaSolé Hi-Tech Corp. (“MiaSolé”) warrants to Buyer that, for a period of 5 years after shipment of a particular Product to the original 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 Manual and relevant Application Guide(s) supplied by MiaSolé. MiaSolé warrants to Buyer that under Standard Test Conditions (STC), the Product will, for a period of ten years after shipment, produce at least 90% of the power output specified on the Product’s nameplate or in its published specifications (+/- the specified or published tolerance levels); and for the remaining 15-year period (years 11 through 25 after shipment), produce at least 80% of the power output specified on the Product’s nameplate or in its published specifications (+/- the specified or published tolerance levels).

To make a warranty claim, Buyer must immediately notify MiaSolé ([customerservice@miasole.com](mailto:customerservice@miasole.com)) of the nonconformance during the applicable warranty period. Warranty claims must be submitted to MiaSolé with a description of the claimed defect and any supporting evidence, the Product serial number, and evidence of purchase date. MiaSolé will then investigate the warranty claim and determine whether it is valid. MiaSolé’s exclusive obligation with respect to any defective or 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 packaging and 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 and Warranty Exclusions.** The limited warranty set forth above does not apply to any damage, malfunctions, or failures of any Product that, in the judgment of MiaSolé, has been subject to, caused by, or is in connection with:

- Modification, repair, or alteration by anyone other than MiaSolé, unless MiaSolé approved such modification, repair, or alteration in advance;
- Improper installation, application, integration, use, operation, cleaning or maintenance not in accordance with any handling or operating instructions as specified in the MiaSolé Module Installation Manual and relevant Application Guide(s).
- Application to substrates or materials that have not been approved by MiaSolé;
- Improper or negligent storage, transportation or handling;

- Physical or electrical stress, improper handling, misuse, abuse, negligence, vandalism, excessive wear and tear, intentional misconduct or accidents;
- Damage or corrosion caused by substrates, roofing materials, or their properties, such as corrosion resistance, thermal expansion and contraction, and water sealing properties;
- Lack of compliance with applicable federal, state, and local laws and regulations;
- Altered, removed, or illegible Product serial number(s);
- Damage due to water pooling on the Product surface or any evidence thereof;
- Damage or corrosion due to environmental pollution, such as soot, chemical vapors, fats, oils, acid rain or salt water; 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, fire, falling objects, flood, and damage caused by wind in excess of 55-mph @ 10-meters, 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, which 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 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.**