

1. Limited Product Warranty - 12 Years Repair, Replacement or Refund Remedy

INVITAIC Technology Co., Ltd (hereafter as “INVITAIC”) warrants to the original buyer (the “Buyer”) that the modules shall be free from defects in materials and workman ship that have an effect on module functionality under normal application, installation, use and service conditions as specified in INVITAIC’s standard product documentation.

INVITAIC guarantees that the module will maintain the mechanical integrity and stability in accordance with approved operation methods described in our installation instructions; the glass of a module will maintain its integrity provided there are no indications of localized impacts or external forces; and that the cable and connector plug of a module will remain safe and operational provided modules are professionally installed. Any damages caused by abrasion, improper installation or animals are exempt from this warranty.

Claims under the warranty can only be accepted if the Buyer can provide proof that the malfunctioning or nonconformity of a module results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in INVITAIC’s standard product documentation. Any color change on module or any other changes on module appearance do not represent defects, insofar as the change in appearance does not stem from defects in material and/or workmanship, and does not cause degradation of functionality of the module. If the product fails to conform to this warranty, INVITAIC will, at its option, either repair or replace the product, or provide an appropriate residual market value of the product(s) as compensation.

2. Limited Peak Power Warranty – Limited Remedy

2.1 For poly crystalline and mono crystalline module products, INVITAIC guarantees the first year power degradation is no more than 3% from its nameplate power. From year 2 to year 25, the actual annual power decline will be no more than 0.5%. By the end of year 25, the actual power output will be no less than 82.5 % of the labelled power output.

2.2 The actual power output of the module shall be determined for verification using Standard Testing Conditions only. The actual power output measurement is either carried out by a INVITAIC facility or by a INVITAIC recognized 3rd party testing institute. Testing equipment tolerances will be applied to all actual power output measurements.

2.3 In the event it is determined that there is a negative deviation of actual performance from the warranted values then INVITAIC, at its option, will compensate for such loss in power by either providing to the Buyer additional modules to make up the total wattage loss, or by repairing or replacing the modules or providing an appropriate residual market value of the product(s) as compensation.

3. Exclusions and Limitations

3.1 Warranty claims must in any event be filed within the applicable warranty period.

3.2 The limited warranties do not apply to any BIPV modules which, in INVITAIC absolute judgment, have been subjected to:

- Misuse, abuse, neglect or accident;
- Alternation, improper installation or application;
- Non-observance of INVITAIC's installation-users and maintenance instructions;
- Repair or modifications by someone other than a qualified service technician;
- Power failure surges, lighting, flood, fire, accidental breakage or other events outside INVITAIC's control;
- Any move and subsequent installation of the module.

3.3 The limited warranties do not cover any shipping costs for the return of the BIPV modules, or for reshipment of any repaired or replaced BIPV modules, or cost associated with installation, removal or reinstallation of the BIPV modules.

3.4 Warranty claims will not be honoured if the type or serial number of the BIPV modules have been altered, removed or made illegible. All other statements made by INVITAIC (including without limitation to those made in the INVITAIC's promotional materials) in respect of the properties, performance characteristics and other aspects of the modules are for illustration only and are not legally binding on INVITAIC. To the fullest extent permitted by law, INVITAIC excludes all implied representations and warranties in respect of the modules, their properties and performance characteristics. To the fullest extent permitted by law, INVITAIC also excludes all liabilities to the Buyer and any user of the BIPV modules produced by INVITAIC for any loss of actual or anticipated profits, revenues, turnover, anticipated savings, business or goodwill.

4. Disputes

No action, regardless of form, arising out of or in any way connected with this limited warranty policy, may be brought by the Buyer more than one (1) year after the cause of action has accrued.

5. Various

The repair or replacement of the BIPV modules or the supply of additional BIPV modules does not cause the beginning of new warranty terms, nor shall the original terms of this limited warranty be extended. Any replaced BIPV modules shall become the property of INVITAIC. INVITAIC has the right to deliver another type (different in size, color, shape and /or power) in case INVITAIC discontinues producing the BIPV module in question at the time of the claim.