

AMERESCO SOLAR LIMITED WARRANTY CERTIFICATE

AMERESCO SOLAR provides the following limited warranties to purchasers of AMERESCO SOLAR products according to the warranty level specified on the label on the back of your AMERESCO Solar product (hereinafter referred to as Your AMERESCO SOLAR Product), and subject to the exclusions contained in Section 2, and in Section 3 hereof. The Warranty applicable to

Your AMERESCO SOLAR Product's warranty level is located in the corresponding columns to the right of Your AMERESCO SOLAR Product's applicable warranty level in the Warranty Information Chart below. If your product's warranty level is not listed contact your customer service center or sales representative. Warranty is from date of initial purchase.

WARRANTY INFORMATION CHART		
WARRANTY LEVEL	MATERIALS & WORKMANSHIP	PERCENTAGE OF SPECIFIED POWER OUTPUT
0-12-2	2-Year Limited Warranty of Materials and Workmanship	12 – Year Limited Warranty of 90% Power Output
25-12-5 Optional extended warranty See Below	5 -Year Limited Warranty of Materials and Workmanship	25 – Year Limited Warranty of 80% Power Output 12 –Year Limited Warranty of 90% Power Output

25-12-5 is a optional extended warranty. Please contact your supplier for details.

SECTION 1. WARRANTY DESCRIPTIONS.

Your AMERESCO SOLAR Product may have one or more of the following warranties. See the Warranty Information Chart above to determine which warranty or warranties applies to Your AMERESCO SOLAR Product.

- A. Limited Warranties of Materials and Workmanship:
2 -Year Limited Warranty of Materials and Workmanship
Optional 5 -Year Limited Warranty of Materials and Workmanship

If Your AMERESCO SOLAR Product comes with a Limited Warranty of Materials and Workmanship, AMERESCO SOLAR warrants that for the term of your warranty (see Warranty Information Chart) Your AMERESCO SOLAR Product sold hereunder shall be free from defects in materials and workmanship. If, during the term of your warranty, there is such a defect, then AMERESCO SOLAR will, at its sole option, repair or replace Your AMERESCO SOLAR Product with an equivalent product, or refund the purchase price to you.

This Limited Warranty of Materials and Workmanship does not warrant a specified level of power output. The Limited Warranties of Percentage of Specified Power Output described below may warrant power output. The term of your warranty is for the length of time stated in the name of your warranty type measured from the date of initial purchase.

- B. Limited Warranties of Percentage of Specified Power Output:
12 - Year Limited Warranty of 90% of Power Output
Optional 25 - Year Limited Warranty of 80% of Power Output

IF YOUR AMERESCO SOLAR PRODUCT comes with a Limited Warranty of a Specified Power Output, AMERESCO SOLAR warrants Your AMERESCO SOLAR Product against defects in materials and workmanship that result in Your AMERESCO SOLAR Product's failure to produce your warranted percentage (see Warranty Information Chart) of the minimum power output specified in AMERESCO SOLAR's applicable written specifications, for the term of your warranty (see Warranty Information Chart). If AMERESCO SOLAR determines, using standard AMERESCO SOLAR test conditions, that Your AMERESCO SOLAR Product is not providing your warranted percentage of its specified minimum power output during the term of your warranty, then AMERESCO SOLAR will, at its sole option, repair or replace Your AMERESCO SOLAR Product, or provide you with additional component(s) to bring the aggregate power output to at least your warranted percentage of the specified minimum power output. The term of your warranty is for the length of time stated in the name of your warranty type measured from date of initial purchase.

SECTION 2. GENERAL INFORMATION.

The following applies to ALL WARRANTED AMERESCO SOLAR

PRODUCTS:

- A. AMERESCO SOLAR may, at its discretion, use new, remanufactured or refurbished parts or products when repairing or replacing Your AMERESCO SOLAR Product under this warranty. Replaced parts or products will become the property of AMERESCO SOLAR.
- B. AMERESCO SOLAR is not responsible for, and purchaser hereby agrees to bear, the costs of any on-site labor and any costs associated with the installation, removal, reinstallation or transportation of Your AMERESCO SOLAR Product or any components thereof for service under this limited warranty.
- C. Notwithstanding anything to the contrary in this warranty certificate, the warranties provided herein shall apply only so long as the product(s) warranted hereby are owned by either (i) the first purchaser who has purchased the product(s) for its, his, or her own use and not for purposes for resale or (ii) by purchasers of the installation upon which the product was first mounted provided the AMERESCO SOLAR product remains installed in its original location.

SECTION 3. WARRANTY EXCLUSIONS AND LIMITATIONS

The following applies to ALL WARRANTED AMERESCO SOLAR PRODUCTS:

- A. The warranties provided herein do not cover damage, malfunctions or service failures caused by:
- 1) Failure to follow AMERESCO SOLAR's installation, operation or maintenance instructions;
 - 2) Repair, modifications, or movement of Your AMERESCO SOLAR Product by someone other than a service technician approved by AMERESCO SOLAR, or attachment to Your AMERESCO SOLAR Product of non-AMERESCO SOLAR equipment;
 - 3) Abuse, misuse, or negligent acts;
 - 4) Power failure surges, lighting, fire, flood, pest damage, accidental breakage, actions of third parties and other events or accidents outside AMERESCO SOLAR's reasonable control and not arising under normal operating conditions; and
 - 5) Breakage of laminates when mounted in customer-designed mounting systems.
- B. AMERESCO SOLAR MAKES NO WARRANTIES, EXPRESS OR IMPLIED OTHER THAN THE WARRANTIES MADE HEREIN, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- C. ANY WARRANTIES IMPLIED BY, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHICH ARE NOT EFFECTIVELY EXCLUDED HEREIN ARE LIMITED IN DURATION TO THE TERMS STATED IN THIS WARRANTY.

- D. AMERESCO SOLAR IS NOT RESPONSIBLE FOR ANY SPECIAL INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM THE USE OR LOSS OF USE OF OR FAILURE OF YOUR AMERESCO SOLAR PRODUCT TO PERFORM AS WARRANTED, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST SERVICES, COST OF SUBSTITUTE SERVICES, LOST PROFITS OR SAVINGS, AND EXPENSES ARISING OUT OF THIRD-PARTY CLAIMS. AMERESCO SOLAR'S MAXIMUM LIABILITY UNDER ANY WARRANTY, EXPRESSED, IMPLIED, OR STATUTORY, OR FOR ANY MANUFACTURING OR DESIGN DEFECTS, IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

THE PURCHASER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY OR FOR MANUFACTURING OR DESIGN DEFECTS SHALL BE ONLY AS STATED HEREIN.

- E. WHERE THE PURCHASER IS A NATURAL PERSON AND IF AND TO THE EXTENT REQUIRED BY APPLICABLE LAW, NOTHING IN THIS LIMITED WARRANTY SHALL OPERATE OR SHALL BE CONSTRUED TO OPERATE SO AS TO EXCLUDE OR RESTRICT THE LIABILITY OF AMERESCO SOLAR FOR DEATH OR PERSONAL INJURY CAUSED TO THE PURCHASER BY REASON OF THE NEGLIGENCE OF AMERESCO SOLAR OR ITS SERVANTS, EMPLOYEES OR AGENTS.
- F. The rights granted by this Warranty are in addition to any statutory or other legal rights granted or existing under laws governing the sale of consumer goods in the country or State in which the AMERESCO Solar Product was purchased and those legal rights are not affected by this Warranty.

THE FOLLOWING STATEMENT APPLIES TO CUSTOMERS THAT ARE "CONSUMERS" WITHIN THE MEANING OF THE AUSTRALIAN CONSUMER LAW, including, without limitation, Regulation 90 of the Competition and Consumer Act 2010: *The benefits given to consumers in this warranty are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are also entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.*

- G. Some States or countries do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.
- H. Some States or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

To the extent permitted by applicable law, this warranty shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, choice of law rules excepted. Each of the Parties hereby irrevocably consents to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts, the courts of the United States for the District of Massachusetts and any appellate courts from any thereof, and agrees that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts.

SECTION 4. HOW TO GET WARRANTY SERVICE and/or INFORMATION REGARDING DISPOSAL AND RECYCLING OPTIONS

For warranty service, disposal and/or recycling options, please contact the distributor from whom you purchased your AMERESCO SOLAR Product, the customer service representative at AMERESCO SOLAR's regional customer service center, or AMERESCO SOLAR at the address set forth below. Regional customer service center contact numbers can be found at (<http://www.Amerescosolar.com/>)

This Warranty is provided by:

AMERESCO SOLAR LLC
202 South Live Oak, Ste. B
Tomball, TX 77375
1-800-43-SOLAR (1-800-437-6527)
www.Amerescosolar.com

Updated warranty sheets may be available online at (<http://www.Amerescosolar.com/>).