

1. Limited Product Warranty – Five Years Repair, Replacement or Refund Remedy

LUMOS SOLAR warrants its Photovoltaic Solar Modules, including factory-assembled DC connectors and cables, to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If modules fail to conform to this warranty, then for a period ending sixty (60) months from the date of sale shown in the invoice to the direct customer, Lumos Solar, at its option, will either repair or replace the product or refund the purchase price as paid by the direct customer. The repair replacement or refund remedy shall be the sole and exclusive remedies provided under the “Limited Product Warranty” and shall not extend beyond the sixty (60) months period from the date of sale. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under the “Limited Peak Power Warranty” clause hereinafter.

2. Limited Peak Power Warranty – Limited Remedy

10 Year

If, within a period of ten (10) years from the date shown in the invoice to the direct customer any module(s) exhibit a power output less than 90% of the minimum “Peak Power at STC” as specified on the date of invoice in Lumos’ Product Information Sheet, provided that such loss in power is determined by Lumos Solar (as its sole and final discretion) to be due to defects in material or workmanship, Lumos Solar will replace such a loss in power by either providing additional modules to the direct customer to make up for such loss in power or by replacing the defective module(s), at the option of Lumos Solar.

20 Year

If, within a period of twenty (20) years from the date shown in the invoice to the direct customer any module(s) exhibit a power output less than 83% of the minimum “Peak Power at STC” as specified on the date of invoice in Lumos Solar’s Product Information Sheet, provided that such loss in power is determined by Lumos Solar (as its sole and final discretion) to be due to defects in material or workmanship, Lumos Solar will replace such a loss in power by either providing additional modules to the direct customer to make up for such loss in power or by replacing the defective module(s), at the option of Lumos Solar.

25 Year

If, within a period of twenty-five (25) years from the date shown in the invoice to the direct customer any module(s) exhibit a power output less than 80% of the minimum “Peak Power at STC” as specified on the date of invoice in Lumos Solar’s Product Information Sheet, provided that such loss in power is determined by Lumos Solar (as its sole and final discretion) to be due to defects in material or workmanship, Lumos Solar will replace such a loss in power by either providing additional modules to the direct customer to make up for such loss in power or by replacing the defective module(s) at the option of Lumos Solar.

3. Exclusions and Limitations

- (1) In any event, all warranty claims must be filed within the applicable warranty period.
- (2) The “Limited Product Warranties” and the “Limited Peak Power Warranties” do not apply to any modules which have been subjected to:
 - a. Misuse, abuse, neglect or application
 - b. Alteration, improper installation or application
 - c. Non-observance of Lumos Solar’s installation and maintenance instructions
 - d. Repair or modifications by someone other than an approved service technician of Lumos Solar
 - e. Power failure or surges, lightning, flood, fire, accidental breakage or other events outside Lumos Solar’s control
- (3) Both the “Limited Product Warranties” and “Limited Peak Power Warranties” do not cover any transportation charge, customs clearance or any other cost for return of the modules, or for reshipment of any repaired or replaced modules, or costs associated with installation, removal or reinstallation of the PV-modules.
- (4) Warranty claims will not be honored if the type or serial number of the modules has been altered, removed or made illegible.

4. Limitation of Warranty Scope

These “Limited Warranties for PV Modules” as set forth herein are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and fitness of use, purpose or application and all other obligations or liabilities on the part of Lumos Solar, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Lumos Solar. Lumos Solar shall have no responsibility or liability whatsoever for damage or injury to persons, property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the modules including any defects in the module or from use or installation. Under no circumstances shall Lumos Solar be liable for incidental, consequential or special damages, however caused. Loss of use, loss of profits, loss of production, and loss of revenues are therefore specifically and without limitation excluded. Lumos Solar’s aggregate liability, if any, in damages or otherwise shall not exceed the invoice value as paid by the direct customer, for the module unit(s).

5. Obtaining Warranty Performance

If you feel you have a claim covered by warranty, you must promptly notify the dealer who sold you the module with the associated claim. The dealer will instruct and advise you how to handle the claim. If additional assistance is needed, please contact Lumos Solar for instructions. You may find contact information for Lumos Solar listed hereunder.

The customer shall submit a written claim, including documentation of module purchase, serial number, and product failure. Lumos Solar will determine in its sole judgment the adequacy of such claim. Lumos solar may require that the product subject to a claim be returned to the factory at the customer's expense. If the product is determined to be defective and is replaced but is not returned to Lumos Solar, then the customer shall submit sufficient evidence that the product has been recycled or destroyed.

6. Severability

If a part, provision or clause of this "Limited Warranty for PV Modules," or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provision, clauses or applications of this "Limited Warranty for PV Modules" shall be treated as severable.

7. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test institute such as Fraunhofer ISE in Freiburg, Germany, TÜV Rheinland in Cologne, Germany, or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party, unless otherwise awarded. The final explanation right shall be borne by Lumos Solar.

8. Various

The repair or replacement of the modules or the supply of additional modules does not cause the beginning of new warranty term, nor shall the original term of this "Limited Warranty for PV Modules" be extended. Any replaced modules shall become the property of Lumos Solar and made for their disposal. Lumos Solar has the right to deliver another type (different in size, color, shape, and/or power) in case Lumos Solar discontinued offering the replaced modules at the time of the claim.

9. Warranty Transfer

This warranty is transferable when the product remains installed in its original location at the warranty registration.

10. Force Majeure

Lumos Solar shall not be responsible or liable in any way to the customer or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Warranty for PV Modules," due to acts of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood or any other similar cause or circumstance beyond the reasonable control of such Lumos Solar. In such cases, performance by Lumos Solar of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

11. Validity

This "Limited Power Warranty for PV Modules" is valid for all modules dispatched between the 1st of January 2009 and 31st of December 2009.

Notice

"Peak Power at STC" is the power in watts that a PV-module generates in its maximum power point.

"STC" are as follows:

- a. Light spectrum of AM 1.5
- b. Irradiation of 1000 per m²
- c. Cell temperature of 25° C at right angle irradiation

The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals, as applicable, per calibration and testing standards of Lumos Solar valid at the date of manufacture of the PV modules.