



HELIENE

**PHOTOVOLTAIC
MODULES**

Heliene Inc.

Product Warranty

1. Limited Warranty Statement - Photovoltaic Module Products

This Limited Warranty Statement applies only to Heliene Inc. or Heliene USA Inc. ("Heliene") Photovoltaic module products ("Products"). This Limited Warranty Statement applies only to Products sold to and installed in the United States or Canada.

2. Fifteen (15) Year Limited Product Warranty

Subject to the exclusions contained herein, Heliene warrants to the original buyer (the "Buyer") of the Products that the Products shall be free from defects in materials and workmanship which influence Product's functionality under normal application, installation, use, and service conditions as specified in Heliene's standard product documentation such as the installation manual and its annexes. Claims under this warranty will only be accepted if the Buyer can prove that the malfunctioning or non-conformity of the Products results exclusively from defects in materials and/or workmanship under normal application, installation, use, and service conditions specified in Heliene's standard product documentation. This Limited Product Warranty does not warrant a specific power output of the Products, which shall be exclusively covered under the Limited Performance Warranty outlined below.

3. Twenty-Five (25) Year Limited Performance Warranty

Heliene warrants that for a period of twenty-five years the Products will maintain a level of performance as set forth below:

- 1) During the first year, Heliene warrants the actual power output of the Products will be no less than 98% of the labeled power output.
- 2) 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 86% of the labeled power output.

The actual power output of the Products shall be determined for verification using Standard Testing Conditions only. The actual power output measurement is either carried out at a Heliene facility or by a Heliene recognized and approved third-party testing institute. Testing equipment uncertainty will be applied to all actual power output measurements. Average power of an array of panels will be used to determine whether an individual Product complies with Limited Performance Warranty.

4. Warranty Effective Date

The effective date of the warranties provided herein shall be the date of installation or ninety (90) days after delivery by Heliene to the Buyer, whichever date is earlier.

5. Exceptions

The limited warranties set forth herein DO NOT apply to any Products:

- 1) for which Heliene has not received all or part of the due payments from the Buyer;
- 2) which have been subject to negligence in transportation, handling, storage or use;
- 3) which have been repaired without Heliene's authorization or in any way tampered with;
- 4) which have been subject to extraordinary salt or chemical exposure;

- 5) which have been subject to improper installation, application, alteration, unauthorized service, or improper system design which caused constant shading to the Products;
- 6) which have been subject to power failure or surges, flood, fire, direct or indirect lightning strikes, or other acts of nature;
- 7) which have been subject to accidental breakage, vandalism, explosions, acts of war, or other events outside Heliene's control; or
- 8) which have been subjected to Potential Induced Degradation (PID) from excessive floating array to ground voltages; or
- 9) which have been moved from its original installation location.

In addition, the limited warranties do not apply to any deterioration in the appearance of the Products (including, without limitation, any scratches, stains, rust, discoloration, or mold) or any other changes to the Products in appearance stemming from the normal wear and tear over time of product materials. Also, no warranty claim may be made if the product label, type, or serial number of the applicable Products has been altered, removed or made illegible.

6. Remedies

In respect of the Fifteen (15) Year Limited Product Warranty, if Heliene verifies in its reasonable judgment that the Products fail to conform to the terms of the Limited Product Warranty set forth herein, Heliene, at its option, will provide one of the following remedies: 1) repair the Products; 2) replace the Products with new products whose labeled power wattages equal to or exceed the Warranted Wattages of replaced Products (the Warranted Wattages is defined as the contracted power wattages of the Products minus the permissible accumulated degradation); or 3) provide a refund of the fair market value of the Products assessed based on the Warranted Wattages at the time of claim.

In respect of the Twenty-Five (25) Year Limited Performance Warranty, if Heliene verifies in its reasonable judgment that the Products fail to conform to the terms of the Limited Performance Warranty set forth herein, Heliene, at its option, will provide one of the following remedies: 1) repair the Products; 2) replace the Products with new products whose labeled power wattages equal to or exceed the Warranted Wattages of replaced Products; 3) provide additional Products to make up the wattage difference between the actual measured power output wattages of the Products and the Warranted Wattages; or 4) provide a refund of the fair market value of the wattage difference between the actual measured power output wattages and the Warranted Wattages.

All remedies under this limited warranty statement shall be calculated based upon the Warranted Wattages of the Products at the time of first reporting of the warranty claim. Heliene will not accept any return of Products without Heliene's prior authorization. Once Heliene confirms that the product(s) in question are experiencing a defect that should be covered under the terms and exclusions of our Limited Product Warranty set forth herein, Heliene will reimburse reasonable transportation costs (except for insurance, any taxes, duties, demurrages, or any other costs and expenses related to custom clearance or Buyer's failure to cooperate) for shipping the Products under a claim back from the Buyer to a designated location of Heliene, and for shipping the additional, repaired or replacement Products to the original installation location.

If Heliene opts for repair as the remedy, Heliene shall cover reasonable material and labor costs related to the repair. In any event, the costs and expenses for the removal, installation, and/or reinstallation of the

Products, including fees, levies, taxes, or other financial duties due in relation to any applicable electronic waste disposal regulation, shall remain with the Buyer, unless otherwise agreed to by Heliene in a signed writing. Heliene will not pay any cost of any fees, levies, taxes, or other financial duties imposed on the remedies implemented by Heliene or imposed on the Products subject to such remedies, that are due to regulatory, government or judicial decisions not existing at the time of purchase of the affected Products.

Any repair or replacement of the affected Products shall not increase the applicable warranty period. The warranty period for replaced or repaired Products is the remainder of the warranty for the affected Products. Heliene reserves the right to deliver a similar product (of similar size, color, shape, and/or power output) in replacement of the affected Products if production of the affected Products is discontinued or such product is otherwise unavailable.

Unless instructed by Heliene otherwise, Buyer shall dispose of Products in accordance with all local applicable regulations on electronic waste treatment and disposal at its own cost. Products having been replaced shall not be sold, reworked, or reused in any way, unless expressly authorized by Heliene.

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE FOREGOING REMEDIES STATE HELIENE'S SOLE AND EXCLUSIVE OBLIGATION AND THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTIES.

7. Claim Process

If the Buyer believes that it has a justified claim covered by the limited warranties set forth above, then the Buyer shall submit such claim in writing without undue delay, with supporting information including but not limited to the claimed quantity, serial numbers, purchasing invoices and proofs, to Heliene within the applicable warranty period specified above to the following address, or such future address as Heliene may provide from time to time:

Heliene Inc.
520 Allen Side Road
Sault Ste. Marie, Ontario
Canada P6A 6K4
Phone: +1.705.575.6556
Fax: +1.705.575.4432
Email: warranty@heliene.com

Upon receipt of such written claim, Heliene may seek further verification of the Buyer's claim of a breach of one of the foregoing limited warranties.

8. Warranty Assignment

This Limited Warranty is transferrable to a party taking legal title to the Products, provided that the Products remain installed in their original installation location.

9. Dispute Resolution

In case of any dispute related to warranty claims, such dispute shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the purchase agreement between the Buyer and Heliene.

10. Not Independent Warranties

The Buyer has the right to pursue claims under each of the warranties set forth above; provided that if claims arise under multiple limited warranties from a single defect, then if Heliene remedies that defect as set forth above, Heliene shall be deemed to have resolved all applicable warranty claims arising from that defect.

11. Disclaimers

THE LIMITED WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, AND ALL OTHER OBLIGATIONS ON THE PART OF HELIENE UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY HELIENE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS. LIMITATION OF LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HELIENE HEREBY DISCLAIMS, AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR, DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO ANY OF ITS PRODUCTS OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL HELIENE BE LIABLE TO THE BUYER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE BUYER, FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE PRODUCTS, EVEN IF HELIENE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HELIENE'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO HELIENE BY THE BUYER FOR THE PRODUCT IN THE CASE OF A WARRANTY CLAIM. THE BUYER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE PRODUCTS WOULD BE SUBSTANTIALLY DIFFERENT. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS. YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU IN THOSE AREAS.