

# GE Energy

## LIMITED WARRANTY For GE ENERGY (USA), L.L.C. Solar Electric Power Modules

### ***Five-Year Limited Warranty***

GE ENERGY (USA), LLC ("GE ENERGY") warrants its modules to be free from defects in workmanship and materials under normal application, use and installation, and service conditions for a period of five (5) years from the date of sale to the original buyer/end user. If a module malfunctions or becomes inoperable due to a defect in workmanship or material during the five-year period of this warranty, GE ENERGY will, at its option, either repair or replace the module or refund the purchase price. This limited warranty, as well as the extended limited warranty on power output below, shall transfer from the original buyer/end user to subsequent buyers/end users for the remainder of the warranty term provided the module is not moved or relocated from its originally installed location.

### ***Ten Year/Twenty-Five Year Extended Term Limited Warranty on Power Output***

Although a module is essentially a solid-state device, some reduction in power output over time is a normal aging characteristic and is to be expected. If, within ten (10) years from the date of sale to the original buyer/end user, a GE ENERGY module should fail to provide at least 90% of its minimum rated power output level (as provided in the related product specs) when measured at the laminate leads under STC (standard test conditions), GE ENERGY will, at its option, repair or replace the module, or supplement the power shortfall of the module with additional modules as GE ENERGY determines necessary to meet the 90% minimum power output level.

If, within twenty-five (25) years from the date of sale to the original buyer/end user, a GE ENERGY module should fail to provide at least 80% of its minimum rated power output level (as provided in the related product specs) when measured at the laminate leads under STC, GE ENERGY will, at its option, repair or replace the module, or supplement the power shortfall of the module with additional modules as GE ENERGY determines necessary to meet the 80% minimum power output level.

### ***Warranty Exclusions***

If, in GE ENERGY'S sole judgment, a module has been subject to misuse, neglect or accident or has been damaged through abuse, alteration, improper installation or application, failure to follow GE ENERGY'S operation or maintenance instructions, or negligence in transportation, handling, or storage, or repaired by anyone other than GE ENERGY and its authorized dealers/installers, this warranty will not be applicable. This warranty will also not cover damage due to acts of God, power failures, lightning, fire, flood, severe weather, hailstorms, insect and pest infestation, and other events reasonably beyond GE ENERGY'S control. Warranty coverage does not include any transportation costs for return of modules or for reshipment of any repaired or replaced module, or costs associated with removal, installation or reinstallation of modules.

### ***Limitations of Warranty and Liability***

Damage to persons or property or other loss or injury resulting from defect in the module or from improper installation or use shall not be the responsibility of GE ENERGY. GE ENERGY will not under any circumstances be liable for any indirect, special, incidental or consequential damages of any nature, whether based on contract, tort or other legal theory including, without limitation, business interruption costs, removal and/or reinstallation costs, reprourement costs, loss of profit or revenue, loss of data, promotional or manufacturing expenses, overhead charges, injury to business reputation or loss of customers, even if GE ENERGY has been advised of the possibility of such damages. In all cases, GE ENERGY'S total liability will be limited to the price of products provided or services performed by GE ENERGY. **NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.**

### ***Warranty Claim Procedure***

Claims under this warranty will be considered if submitted by registered or certified mail to Warranty Claim Department, GE ENERGY, 231 Lake Dr., Newark, Delaware, USA 19702 within 60 days following the discovery of any defect covered by this warranty, with specific details in writing, and provided GE ENERGY or its agents are permitted a commercially reasonable opportunity to examine and analyze the material or workmanship claimed to be defective. An authorized representative of GE ENERGY must approve any claim in writing. THIS WARRANTY, WHICH IS LIMITED AS INDICATED ABOVE, PROVIDES SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY

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