

AIO – All in One- Series – Limited Warranty

1. Limited Product Warranty - Two Years Repair and Replacement Remedy

SOLBIAN warrants its AIO Electronics integrated Photovoltaic Solar Modules (MODULES), including factory-assembled MPPT and Boost Electronics and cables, if any, 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, during the period ending Twenty-four (24) months from the date of sale to the customer of the SOLBIAN product (CUSTOMER), SOLBIAN will, at its option, either repair or deliver a new product. The repair or delivery remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the Twenty-four (24) months period set forth herein.

2. Exclusions and Limitations

(1) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective. The warranty does not cover any handling or labour cost.

(2) The -Limited Product Warranties do not apply to any MODULES which have been subjected to:

. Misuse, abuse, neglect or accident;

. Alteration, improper installation or application;

. Non-observance of SOLBIAN’s installation and maintenance instructions; and in particular, the ban of punching, cutting, hammering and bending the modules with a bending radius smaller than 1000 mm;

. Repair or modifications by someone other than an approved service technician of SOLBIAN;

. Power failure surges, lightening, flood, fire, accidental breakage or other events outside SOLBIAN’ s control.

. Usage outside of the functioning temperature range: -40°C +85°C

(3) The -Limited Product Warranties do not cover any costs associated with installation, removal or re-installation of the PV-modules and (except as explicitly set forth in the final paragraph of Section 5) customs clearance or any other costs for return of the MODULES.

(4) Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed or made illegible.

3. Limitation of Warranty Scope

These -Limited Warranties - 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 of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of SOLBIAN, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by SOLBIAN. SOLBIAN will 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 the MODULES, including, without limitation, any defects in the MODULE, or from use or installation. Under no circumstances shall SOLBIAN be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. SOLBIAN aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER, for the single unit of MODULE.

4. Obtaining Warranty Performance

If the CUSTOMER has a justified claim covered by this -Limited Warranties for PV Modules- an immediate notification directly to SOLBIAN shall be filed by mailing a registered letter in writing to the address of SOLBIAN listed hereunder, or, sending an email letter to the email account of SOLBIAN listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the date on which the MODULE(s) have been purchased.

The return of any PV-modules will not be accepted unless prior written authorization has been given by SOLBIAN. In connection with the -Limited Product Warranties SOLBIAN shall reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repaired or replaced MODULES, only if this cost is authorized by SOLBIAN customer service department.

5. 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, provisions, clauses or applications of this -Limited Warranty for PV Modules-, and to this end such other parts, provisions, clauses or applications of this -Limited Warranty for PV Modules- shall be treated as severable.

6. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany or TuV Rheinland in Cologne/ Germany shall be involved to judge the claim finally. All fees and expenses shall belong to the party without claim set out by the test institute, unless otherwise awarded. The final explanation right shall be borne by SOLBIAN.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING, WITHOUT LIMITATION, NATIONAL LAWS. SOME STATES 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.

7. Various

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

8. Warranty Transfer

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

9. Force Majeure

SOLBIAN 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 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 SOLBIAN. In such cases, performance by SOLBIAN of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

10. Validity

1 Peak Power at STC is the power in Watt peak that a PV- module generates in its Maximum Power Point.

STC are as follows:

(a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per m² and (c) a cell temperature of 25 degree centigrade 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 SOLBIAN valid at the date of manufacture of the PV-modules.

Website: www.solbian.eu or www.Thruflow.com/products/sol/