

LIMITED WARRANTY STATEMENT PHOTOVOLTAIC MODULE PRODUCTS

Effective January 1, 2014

10 Year Limited Product Warranty

Subject to the exclusions contained below, Aplus Energy Co., Ltd. (Aplus) warrants to the original buyer (the "Buyer") that the modules shall be free from defects in materials and workmanship that have an effect on module functionality under normal application, installation, use and service conditions as specified in Aplus's standard product documentation.

Aplus guarantees that the module will maintain the mechanical integrity and stability in accordance with approved operation methods described in our installation instructions; the front of a module will maintain its integrity provided there are no indications of localized impacts or external forces; and that the cable and connector plug of a module will remain safe and operational provided modules are professionally installed. Any damages caused by abrasion, improper installation or animals are exempt from this warranty.

Claims under the warranty can only be accepted if the Buyer can provide proof that the malfunctioning or non-conformity of a module results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in Aplus's standard product documentation. Any color change on module or any other changes on module appearance do not represent defects, insofar as the change in appearance does not stem from defects in material and/or workmanship, and does not cause degradation of functionality of the module. If the product fails to conform to this warranty, Aplus will, at its option, either repair or replace the product, or provide an appropriate residual market value of the product(s) as compensation.

20 Year Limited Performance Warranty

Aplus guarantees that for a period of twenty-five years the module will maintain a performance as set forth below:

- ☐ During the first year, Aplus guarantees the actual power output of the module will be no less than 97% of the labeled power output.
- ☐ From year 2 to year 19, the actual annual power decline will be no more than 0.7%; by the end of year 20, the actual power output will be no less than 80% of the labeled power output.

The actual power output of the module shall be determined for verification using Standard Testing Conditions only. The actual power output measurement is either carried out by a Aplus facility or by a Aplus recognized 3rd party testing institute. Testing equipment tolerances will be applied to all actual power output measurements.

In the event it is determined that there is a negative deviation of actual performance from the warranted values then Aplus, at its option, will compensate for such loss in power by either providing to the Buyer additional modules to make up the total wattage loss, or by repairing or replacing the modules or providing to the Buyer financial compensation for the reduced performance of the module.

Warranty Effective Date

The warranty effective date shall be defined as the date of installation or 90 (ninety) days after the delivery by Aplus, whichever date is earlier.

Exceptions

The limited warranties set forth herein DO NOT apply to any module which has been subjected to negligence in transportation, handling, storage or use, or has been repaired, or in any way tampered with, or which has been subjected to extraordinary salt or chemical exposure, or which has been subjected to improper installation, application, alteration, unauthorized service, or which has been subjected to power failure surges, flood, fire, direct or indirect lightning strikes, or other acts of nature, or which has been subjected to accidental breakage, vandalism, explosions, acts of war, or other events outside Aplus's control. Unless otherwise required by any mandatory applicable law, the limited warranties do not cover any transportation costs for return modules, or for reshipment of any repaired or replaced module, or any other cost associated with installation, removal or reinstallation of modules.

In addition, the limited warranties do not apply to any cosmetic change in appearance stemming from the normal wear and tear over time of product materials. Warranty claims will not apply if the type or serial number of the applicable product has been altered, removed or made illegible.

Claim Verification and Remediation Process

If the Buyer believes that it has a justified claim covered by the limited warranties set forth above, then the Buyer shall comply with the following return material authorization ("RMA") process. The Buyer must submit such claim in writing to Aplus within the applicable warranty period specified above to the following address, or such future address as Aplus may provide from time to time:

Asia

Aplus Energy Co., Ltd.
2B36, No.5, Sec. 5 Xinyi Rd., Taipei 11011
Taiwan

North America & South America:

Aplus Energy Co., Ltd.,
North America Sales and After-Service Center
1624 West 75th Avenue
Vancouver B.C., V6P 6G2
Canada

Such notice should enclose evidence of the date of delivery of the applicable product and the basis for the Buyer's claim.

Upon receipt of such written claim, Aplus may seek further verification of the Buyer's claim of a breach of one of the foregoing limited warranties. Except as otherwise set forth above, the Buyer will return the allegedly-defective products to Aplus in accordance with written RMA authorization and return packaging and shipping instructions from Aplus. The return of any product will not be

accepted by Aplus unless prior written authorization has been given by Aplus and the Buyer has complied with the packaging and shipping instructions provided by Aplus.

If Aplus verifies in its reasonable judgment that a module does not comply with the limited warranties set forth above, then Aplus, at its option, will either repair the affected module and return it to the Buyer, provide a new or refurbished replacement module shipped to the Buyer at the Buyer's expense, or provide an appropriate residual market value of the reduced performance of product(s) as compensation. Any repair or replacement of an affected module shall not increase the applicable warranty period. Aplus reserves the right to deliver a similar module (of similar size, color, shape, and/or power output) in replacement of the returned module should the production of the returned model be discontinued or otherwise unavailable. Ownership of all modules which have been replaced is passed to Aplus.

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

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 incident, then if Aplus remedies such incidents as set forth above, Aplus shall be deemed to have resolved all applicable warranty claims arising from such an incident

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 APLUS UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY APLUS. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APLUS 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 APLUS 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 APLUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APLUS'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO APLUS BY THE BUYER FOR THE PRODUCT IN THE CASE OF A WARRANTY CLAIM. THE BUYER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON 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. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE BUYER.

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.

Note:

In the event of any inconsistency among different language versions of this Warranty Statement, the English version shall prevail.

For modules covered by Aplus's warranty, please refer to our product lists published on our website at: [http://www.apluspvt.com/.....](http://www.apluspvt.com/)