

# Module Warranty Terms and Conditions

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## Five-Year Limited Warranty

First Solar GmbH (“First Solar”) warrants that its FS-Series Module (the “Product”) will be free from defects in materials and workmanship under normal use, installation, operation and service for a period of five (5) years from the date of sale to the original end user of the Product (the “Owner”), provided the Product is installed, operated, and serviced as described in the First Solar FS Series Module User Guide (PD-5-200, the “User Guide”) and System Design and Application document (PD-2-303, the “SDA”) effective at the date of sale. If the Product is in breach of the foregoing warranty, First Solar will, at its sole discretion, either repair or replace the Product under the terms of its Return Policy.

## Twenty-Five Year Limited Power Output Warranty

First Solar additionally warrants that Product shall (i) during the first ten (10) years following the date of sale to the Owner, produce at least 90% of the nominal power output rating ( $P_{mpp} \pm 5\%$ ), and (ii) during twenty-five (25) years following the date of sale to the Owner, produce at least 80% of the nominal power output rating ( $P_{mpp} \pm 5\%$ ) when measured at the Product lead wires under Standard Test Conditions (STC) as defined in the User Guide, provided the Product is installed, operated, and serviced as described in the User Guide and SDA. Power output shall be measured and normalized to STC using a method and laboratory approved by First Solar. If the Product is determined to be in breach of the foregoing warranty, First Solar will, in its sole discretion, either repair or replace the Product under the terms of its Return Policy or provide supplemental Product to remedy the breach of warranty.

## Limitation of Remedies

THE REMEDIES SET FORTH ABOVE ARE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY BY FIRST SOLAR. The sole purpose of these exclusive remedies shall be to provide for the repair, replacement, or supplementation of Products in breach of warranty. This exclusive remedy shall not be deemed to have failed its essential purpose so long as First Solar is willing and able to replace or repair the breaching Products or to provide supplemental Product as described under the terms of the foregoing limited warranties.

## Transfer of Warranty

This Five Year Limited Warranty and Twenty-Five Year Limited Power Output Warranty shall be transferred from the original Owner to any assignee and remain in effect for the time period remaining under the limited warranties, provided the Product is not moved outside its original Country of installation and any reinstallation is done in accordance with the SDA and the User Guide.



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## Warranty Exclusions

First Solar is not responsible for damage to the Product due to lightning, fire, flood, and other acts of God, power or voltage surges, improper handling, physical abuse, negligence in transportation and storage or other events that are reasonably beyond the control of First Solar.

## Return Policy

Claims under this warranty must be submitted to First Solar or its authorized reseller on a Return Request Form (PD-5-702) with a description of the claimed defect, the Product serial number, and an invoice indicating the date of sale. An authorized representative of First Solar must issue a Return Material Authorization (PD-5-701, the "RMA") for the return and evaluation of the claimed defect, and to the extent necessary for processing the return request, First Solar or its authorized reseller must be provided commercially reasonable access to the Product for inspection and analysis of the claimed defect. First Solar will, at its expense and in accordance with the RMA, arrange for the return and repair or replacement of Product if the claimed defect is accepted by First Solar. The Return Policy specifically excludes any expense associated with the removal or reinstallation of the Product. In the event that a claimed defect is denied under the RMA and Product has been shipped to First Solar for evaluation of the claimed defect, First Solar is not responsible for the packaging and transportation costs, if any, to return Product to its Owner.

## Warranty Limitations

EXCEPT AS EXPRESSLY SET FORTH ABOVE, FIRST SOLAR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. TO THE FULLEST EXTENT PERMITTED AT LAW, UNDER NO CIRCUMSTANCES WILL FIRST SOLAR BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, ARISING, DIRECTLY OR INDIRECTLY, FROM THE SALE OR USE OF ANY PRODUCTS, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF FIRST SOLAR FOR NONCONFORMING PRODUCTS EXCEED THE PURCHASE PRICE PAID TO FIRST SOLAR FOR THE PARTICULAR PRODUCT INVOLVED, PLUS REASONABLE SHIPPING EXPENSES. THE RIGHTS AND LIMITATIONS HEREIN SHALL LEAVE UNAFFECTED ANY LEGAL RIGHTS EXISTING UNDER MANDATORY APPLICABLE LAWS.