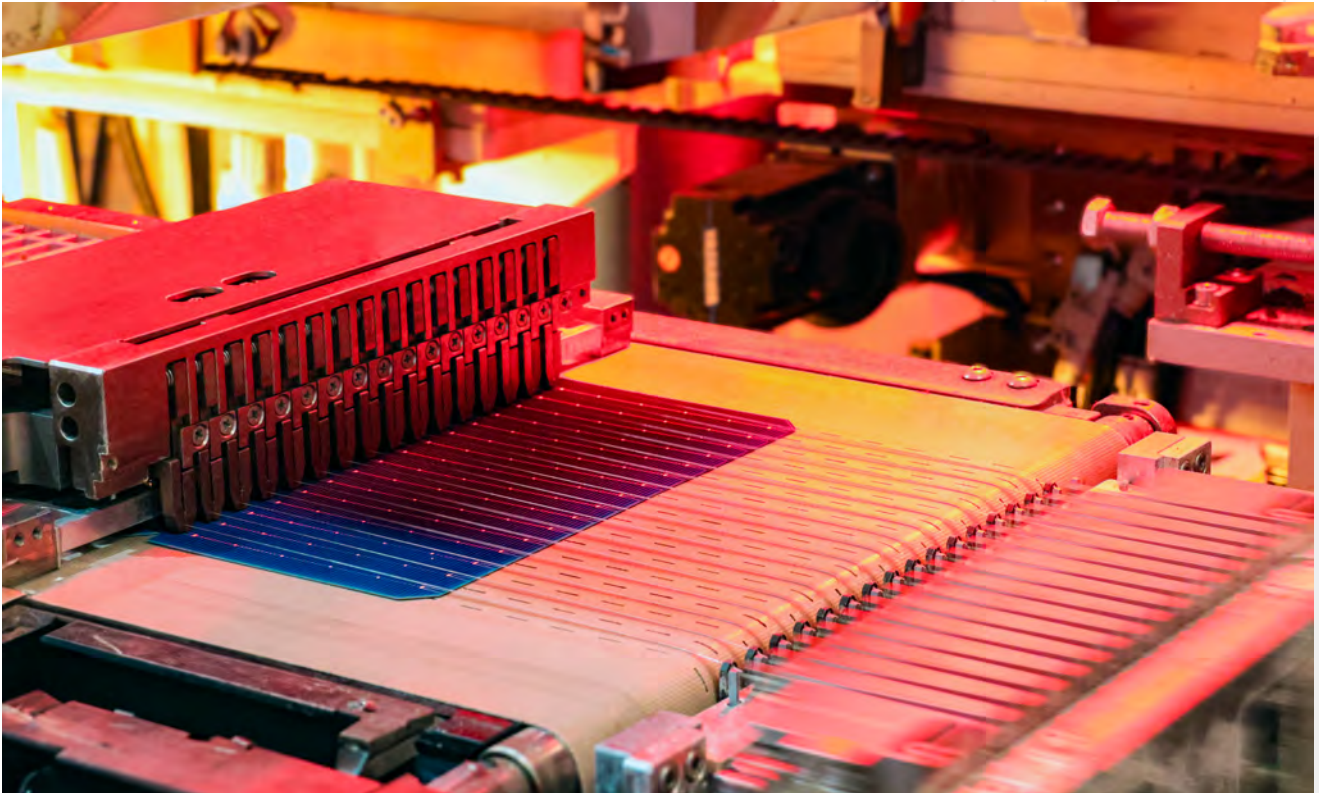


# WARRANTY CERTIFICATE FOR CRYSTAL PV MODULES





## 1. LIMITED PRODUCT WARRANTY

ELIN ENERGY LLC (SIRIUS) warrants that, for a period of 15(fifteen) years commencing on the warranty start date, its photovoltaic solar PERC MONOCRYSTAL 'monofacial - bifacial' and TOPCON 'monofacial – bifacial' modules, including any factory-assembled DC connectors and cables, will be free from defects in materials and workmanship under normal application, installation, usage, and service conditions. This 'Limited Modules Warranty' does not cover a specific power output. Specific power output is exclusively covered under clause 2 hereinafter, titled 'Limited Peak Power Warranty.' The Limited Modules Warranty period begins on the 180th day from the manufacturing date or from the date of delivery, whichever comes earlier.

### 1.1 Warranty Extension Up to Additional 10(Ten) Years (Applies only to ELNSM54M-HC series modules of residential projects)

If the Buyer requests to extend the warranty beyond the initial 15-year Product Warranty period, a request must be submitted to SIRIUS PV within the first three months of the 15th year. Failure to submit this request within the specified timeframe will disqualify the Buyer from eligibility for the warranty extension. As part of SIRIUS PV's gratitude warranty extension program, maintenance and inspections will be conducted at the 15th year of service.

Moreover, SIRIUS PV will perform field tests and inspections at the Buyer's expense to evaluate the performance and condition of the products. These evaluations will verify if the products have been properly installed, cleaned, maintained, and used in compliance with the terms specified in the Limited Warranty Terms and Installation Manual. Failure to meet any of these requirements will void the warranty.

The decision to extend the warranty for an additional 5 years is entirely at the discretion of SIRIUS PV. If offered, this extension is a gesture of appreciation and should not be perceived as an entitlement or guarantee. The Buyer will bear all associated costs, including maintenance, inspections, and any necessary testing involved in the warranty assessment process and the preparation of the Warranty Compatibility Report.

At the 20th year, the Buyer may apply for a second extension of an additional 5 years, adhering to the same protocol as the initial request. If approved and granted, this second extension will also adhere to the same evaluation criteria and conditions. The cumulative warranty period, with both extensions, shall not exceed 25 years.

This additional warranty clause applies only to ELNSM54M-HC and ELNSM54M-HC-N series modules manufactured in the USA and installed in residential projects.

## 2. LIMITED PEAK POWER WARRANTY

### 2.1 Limited Peak Power Warranty for PERC Monocrystal

SIRIUS provides a power output guarantee for its PERC Monocrystal "monofacial – bifacial" modules for a total of 25 years from the start date of the warranty. The Limited Peak Power Warranty period from the 180 th day of the manufacturing date, or from the date of delivery, whichever comes earlier.

### 2.2 Limited Peak Power Warranty for TOPCON

SIRIUS provides a power output guarantee for its "monofacial – bifacial" TOPCON modules for a total of 30 years from the start date of the warranty. The Limited Peak Power Warranty period from the 180 th day of the manufacturing date, or from the date of delivery, whichever is earlier.

### 3. LINEAR PERFORMANCE WARRANTY

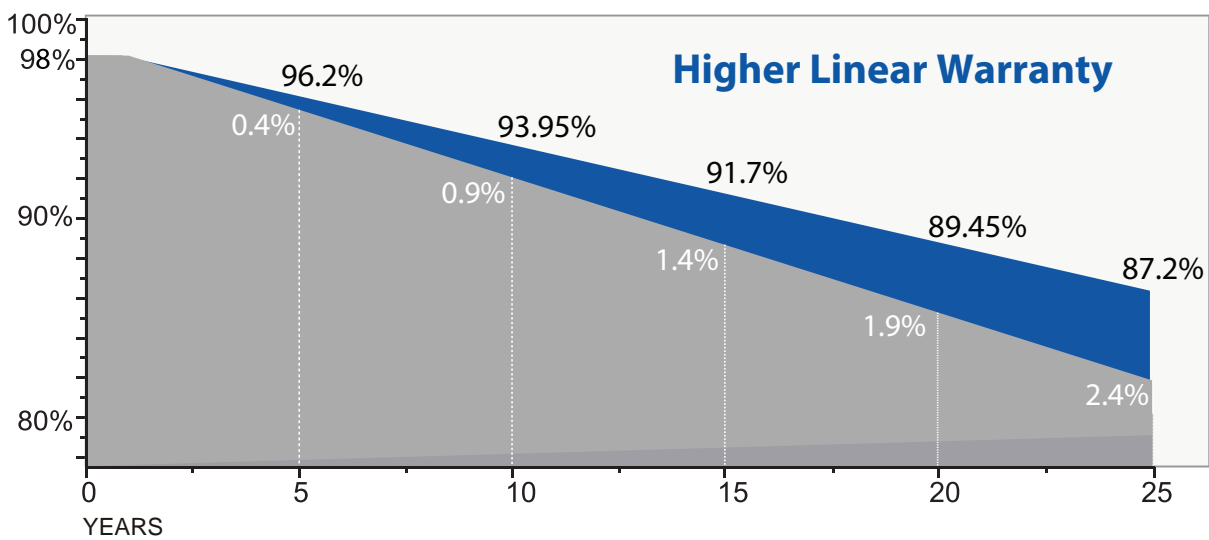
#### 3.1 PERC Monocrystal Bifacial/Monofacial Linear Performance Warranty (ELNSM54M-HC Series)

For PERC Monocrystal Bifacial Modules: less than 2.0% in the first year, thereafter less than 0.45% per year, ending with no less than 87.2% in the 25<sup>th</sup> year after the Warranty Start Date.

The actual output power is calculated as follows:

$$\text{Actual Power Output (Year=1)} \geq \text{Nominal Power} * (1 - 2\%)$$

$$\text{Actual Power Output(Year=N, } 2 \leq N \leq 25) \geq \text{Nominal Power} * \{ 1 - [2\% + 0.45\% * (N-1)] \}$$



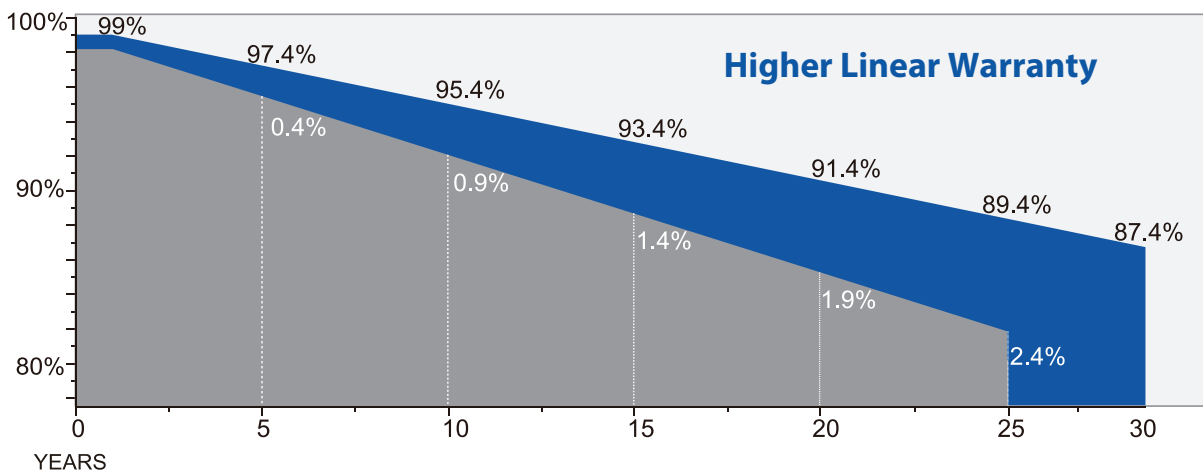
#### 3.2 TOPCON "Monofacial-Bifacial" Linear Performance Warranty (ELNSM54M-HC-N Series)

For TOPCON Modules: less than 1.0% in the first year, thereafter less than 0.4% per year, ending with no less than 87.4% in the 30<sup>th</sup> year after the Warranty Start Date.

The actual output power is calculated as follows:

$$\text{Actual Power Output (Year=1)} \geq \text{Nominal Power} * (1 - 1\%)$$

$$\text{Actual Power Output(Year=N, } 2 \leq N \leq 30) \geq \text{Nominal Power} * \{ 1 - [1\% + 0.4\% * (N-1)] \}$$





## 4. OBTAINING WARRANTY PERFORMANCE

### (a) Notification

If the customer has a justified claim covered by this “Limited Warranties for PV Modules”, an immediate notification directly to SIRIUS shall be filed by mailing a registered letter in writing to the address of SIRIUS listed hereunder, or, sending an email letter to the email account of SIRIUS listed hereunder. Together with the notification, the customer should enclose the evidence of the claim with the corresponding serial number of the modules and the date on which the modules have been purchased. The return of any modules will not be accepted unless prior written authorization has been given by SIRIUS.

### (b) Performance of Warranty

**(1) Repair:** If modules fail to conform to the “Limited Product Warranty” and the “Limited Peak Power Warranty”, SIRIUS will, at its option, repair the modules. The customer may, at its option, appoint a qualified third-party to repair with SIRIUS written consent. The cost of such repair shall be borne by the SIRIUS under this Warranty.

**(2) Replace:** If modules fail to conform to the “Limited Product Warranty” and the “Limited Peak Power Warranty”, SIRIUS will, at its option, replace the modules. The new modules shall have the same specifications and output power or higher, or could satisfy the same need.

**(3) Limited Refund:** If the modules fail to comply with the “Limited Peak Power Warranty”, SIRIUS will refund (at its option): (i) the fair market value at the time of claim, of the gap between actual output power and warranted output power; (ii) the remaining value of warranted output power of the remaining Warranty period. Remaining value=fair market value at the time of claim\*warranted output power\*remaining Warranty period/25years (PERC)

**(4) Additional Supply:** If the modules fail to comply with the “Limited Peak Power Warranty”, SIRIUS will additionally supply the customer the free modules to make up the difference between the actual output power and the warranted output power of the defective modules.

## 5. EXCLUSIONS AND LIMITATIONS

- SIRIUS keeps the right for increase, decrease or change of the warranty terms at any time duration in conclusion of agreements / contracts.
- In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.
- The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under this Warranty.
- The “Limited Product Warranty” and the “Limited Peak Power Warranty” do not apply to any modules which have been subjected to:
  - Misuse, abuse, neglect or accident;
  - Alteration, improper installation or application;

- Failure to comply SIRIUS installation and maintenance instructions;
  - Repair or modifications by someone other than an approved service technician of SIRIUS ;
  - Power failure surges, power outages, lighting, flood, fire, storms, ice, hail, corrosion or any other similar causes or circumstances beyond the reasonable control of SIRIUS, accidental breakage or other acts of nature or any other Force Majeure incidents;
  - The Product is moved to a location other than its original installation location;
  - The Product has been installed or subject to use in a location that is within 50 meters of a saline water body or the Product, in SIRIUS' s absolute judgement, may otherwise be subject to direct contact with salt water (including without limitation as a result of immersion, waves or salt spray);
  - The Product is used in a mobile application, including without limitation by installing the Products on any vehicle or craft;
  - The Products is used in combination with any device for concentrating or magnifying light or with any solar thermal system;
  - Environmental pollution or other contamination, including but not limited to soot, ash, salt, acid rain, fumes, and chemical agents;
  - Extreme weather events, including without limitation earthquakes, hurricanes, typhoons, tornados, tsunamis, floods, lightning, volcanic activity, as well as other weather conditions (such as precipitation, ambient heat/cold, wind, snow or ice);
  - The Products which have been subject to accidental breakage, vandalism, explosions, acts of war, or other events outside SIRIUS's control;
  - The Products which have been subjected to Potential Induced Degradation (PID) from excessive floating array to ground voltages;
  - The Products for which SIRIUS has not received all or part of the due payments.
- Regular cleaning and maintenance of PV modules, taking into account site conditions (contamination rate) are necessary. Damage caused by environmental factors (bird droppings, dragonfly eggs, dust, animals, insects etc.) that may occur on the PV module surface due to the lack of regular cleaning during the operational period is not considered within the scope of the warranty. It is recommended to perform the cleaning process at each seasonal transition.
  - Warranty claims will not be honored if the serial number of the modules have been altered, removed or made illegible.
  - Due to the negative situations that may occur related to the bypass diode, caused by external factors such as grid voltage irregularities, current surges, direct or indirect lightning strikes, etc., these types of malfunctions are not considered within the scope of the warranty.
  - Unless otherwise agreed by both SIRIUS and customer in the purchase/sales contract, the Warranty performance shall not extend the Warranty period of the modules. In other words, the Warranty period for repaired, replaced or additional supplied modules shall be the remaining duration of the original warranty period.
  - The "Limited Product Warranty" do not apply to any deterioration in the appearance of the Products (including, without limitation, any scratches, stains, rust, fading of frame color, weathering of glass coatings, discoloration, or mold) or any other changes to the Products in appearance stemming from the normal wear and tear over time of product materials.
  - Subject to authorization by SIRIUS Customer Service Department, SIRIUS will reimburse customer for reasonable, normal, and documented shipping costs that comply with the Limited modules Warranty and the Limited Peak Power Warranty, Includes delivery of returned, repaired, replaced or free modules. However, any costs associated with modules' installation, removal or reinstallation, as well as customs clearance costs and transit insurance shall not be included.



- SIRIUS at its sole discretion may use remanufactured or refurbished parts or products when repairing or replacing any Products under this Limited Warranty.
- This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflict of laws provision.
- SIRIUS reserves the right
  - (i) To make changes and improvements in its equipment and products without incurring any obligation to make such changes and improvements to the modules;
  - (ii) To change the terms of the warranty it provides to the Buyer in the future without incurring any right or obligation to make the revised terms applicable to the modules.

## 6. LIMITATION OF WARRANTY SCOPE

These “Limited Warranties for Modules” 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 (usage), or application, and all other obligations or liabilities on the part of SIRIUS unless such other obligations or liabilities are expressly agreed to in writing signed and approved by SIRIUS. SIRIUS 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 the modules, including, without limitation, any defects in the module, or from usage or installation. Under no circumstances shall SIRIUS be liable for incidental, consequential or special damages, howsoever caused. Loss of usage, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. SIRIUS aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer, for the single unit of modules. If the customer has a justified claim covered by this “Limited Warranties for PV Modules”, an immediate notification directly to SIRIUS shall be filed by mailing a registered letter in writing to the address of SIRIUS listed hereunder, or, sending an email letter to the email account of SIRIUS listed hereunder. Together with the notification, the customer should enclose the evidence of the claim with the corresponding serial number of the modules and the date on which the modules have been purchased.

## 7. SEVERABILITY

If a part, provision or clause of this “Limited Warranty for 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 Modules”, and to this end such other parts, provisions, clauses or applications of this “Limited Warranty for Modules” shall be treated as severable.

## 8. DISPUTES

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE, TÜV Rheinland, TÜV SÜD shall be involved to judge the defect(s) finally. All fees and expenses shall be borne by the responsible Party, unless otherwise determined. Other dispute settlement clauses and applicable laws shall be subject to the sales/purchase contract signed by the SIRIUS and customer, but SIRIUS reserves the right of final interpretation. Customer may have specific legal rights outside this Warranty, and customer 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 implementing EC directive 99/44. 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 customers.

## **9. 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 SIRIUS made for their disposal. SIRIUS has the rights to deliver another type (different in size, color, shape or power) in case SIRIUS discontinued producing the replaced modules at the time of the claim.

## **10. WARRANTY TRANSFER**

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

## **11. FORCE MAJEURE**

SIRIUS shall not be responsible or held liable in any way to the customer or any third-party arising from any non performance or delay in performance of any term and condition of sale, including this “Limited Warranty for PV Modules”, due to acts divine, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, hail or any other similar causes or circumstances beyond the reasonable control of SIRIUS. In such cases, SIRIUS performance of this Limited Warranty shall be suspended without liability for the period of delay reasonable attributable to such causes.

## **12. VALIDITY**

This “Limited Power Warranty for PV Modules” will become null and void if the module is transferred from the original continent of destination (e.g. North America). All customers, direct and indirect, are hereby notified of such potential nullification.

## **13. CONTACT**

Please contact SIRIUS customer service department if you have any problem with the modules, quality or performance.

**[info@siriuspv.com](mailto:info@siriuspv.com) & [info@siriuspv-usa.com](mailto:info@siriuspv-usa.com)**