

Limited Warranty for Samsung PV Module(s)
Series: PV-MBA1AG***, PV-EBA1AG*** (***: Output Power)

1. Limited Product Warranty – Ten (10) Years Repair, Replacement or Refund Remedy

Samsung warrants the Products to be free from the defects and/or failures specified below for the period not exceeding ten (10) years from the date of sales¹ to the Customer².

- A) defects and/or faults caused by manufacturing,
- B) defects and/or faults caused by materials,
- C) non-compliance to the mutually agreed upon specifications.
- D) Exclusions: Damage caused by external shock and/or the description of Warranty Exclusion cases specified below.

Samsung will, at its option, replace the defected and/or failed Products with compatible Products or repair or provide a refund solution. This Product Warranty does not warrant a specific power output, which shall be exclusively covered under section 2 hereinafter (Power Warranty).

2. Power Warranty

- A) Samsung additionally warrants: If, within ten (10) years from date of sale to the Customer of Samsung any Product(s) exhibits a power output less than 90% of the Minimum Peak Power³ as specified in label of the Products, provided that such loss in power is determined by Samsung (at its sole and absolute discretion) to be due to defects in material or workmanship, Samsung will replace such Products with compatible Products or repair or provide a refund solution or compensate power loss by providing additional Products, or refund a prorated portion of the purchase price at an annual depreciation rate of four percent (4%) of the purchase price, at the option of Samsung.
- B) Samsung additionally warrants: If, within twenty five (25) years from date of sale to the Customer of Samsung any Product(s) exhibits a power output less than 80% of the Minimum Peak Power³ as specified in label of the Products, provided that such loss in power is determined by Samsung (at its sole and absolute discretion) to be due to defects in material or workmanship, Samsung will, at its sole option, replace such Products with compatible Products or repair or provide a refund solution or compensate power loss by providing additional Products, or refund a prorated portion of the purchase price at an annual depreciation rate of four percent (4%) of the purchase price, at the option of Samsung.

¹ Date of sale = Customer must provide the order number or invoice sheet which shows date of sale otherwise Samsung will calculate the product' age from the manufacturing date which is written on the product's label.

² Customer = either a company or consumer/end user who has either purchased the PV Products directly from Samsung or an authorized agent of Samsung and who will either install the Products for the consumer/end user or use the PV Products as consumer/end user. In case of defect resp. claims regarding the Products the Buyer or the Products must first contact his Seller for claim management unless he purchased the Products directly from Samsung. In case this is not possible e.g. the Seller has gone out of business, the Buyer may contact directly Samsung und submit proof of purchase and Samsung will handle any legitimate claims according to its Warranty Regulations for the remaining warranty period of the purchased Products.

³ Minimum Peak Power = Peak power minus the Peak power tolerance (as specified in SEC's label). "Peak power" is the power in peak watts that a module generates at STC (Standard Test conditions: Irradiance of 1000 W/m², light spectrum AM 1.5g and a cell temperature of 25 degrees C)

These remedies set forth in Section 2 are the sole and exclusive remedies provided under the Limited Power Warranty. When Samsung provides warranty compensation, Samsung shall submit a written notice in order that customer can choose between replacement or refund.

3. Exclusions and Limitations

- A) Warranty claims must be received within the applicable Warranty period, without exception.
- B) These Limited Warranties do not apply to any of the following:
 - 1. Products which in Samsung 's absolute judgment have been subjected to: misuse, abuse, neglect or accident; alteration, improper installation, application or removal (including but not limited to any installation, application, repair, service or removal by any party not authorized in writing by Samsung); non-observance of Samsung 's installation, users and/or maintenance instructions; repair or modifications by someone other than an approved service technician of Samsung ; power failure surges, lightning, flood, fire, accidental breakage or other events outside Samsung 's control.
 - 2. Cosmetic change in appearance stemming from the normal wear and tear of Product materials.
 - 3. Products installed in locations, which in Samsung's absolute judgment may be subject to direct contact with salt water.
- * Samsung considers the installations that are not followed the guilds in "Safety and Installation Instructions" as improper installation.
- C) These Warranties do not cover any costs associated with installation, removal or re-installation of the Products and customs clearance or any other costs for return of the Products.
- D) Warranty claims will not be honored if the serial numbers of the Products have been altered, removed or made illegible.

4. Limitation of Warranty Scope

These warranties as set forth herein are expressly in lieu of exclude all other express or implied warranties, including but not limited to warranties of non-infringement, merchantability, fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of Samsung, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Samsung. Under no circumstances shall Samsung 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. Samsung's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the Customer, for the single unit of Products. This does not include Samsung's liability based on the Product Liability Act ("Produkthaftungsgesetz").

No action, regardless of form, arising out of or in any way connected with this Warranty, may be brought by the Customer more than one (1) year after the cause of action has accrued.

Obtaining of Warranty Service

- A) This Warranty is applicable to the Customer who has purchased Products directly from Samsung or from an authorized agent of Samsung, to the installer who has purchased Products directly from the Customer and to any third party who has purchased Products directly or indirectly from the Customer.
- B) The return of any Products will not be accepted unless prior written authorization has been given by Samsung. The written authorization should contain the Products model name, a description of the defect and/or failure, and the serial number located on the Products label attached to the backside of the Products, and the date on which the Products has been purchased.
- C) For replacing, at Samsung's sole option, Samsung shall have the right to deliver another type of Products (mutually agreed size, color, shape and/or power and) or refund a prorated portion of the purchase price if Samsung has discontinued manufacture of the Products in question at the time the warranty claim is accepted.

5. Who to contact in case of Warranty Service subject to the conditions of Clause 2 of this Limited Warranty Statement

Address: Solar Energy Business, Samsung SDI, Yong-in Si, Kyungki-do, Korea
E-Mail: solarbiz@samsung.com