



Limited Warranty for RECOM Photovoltaic Modules

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1. WARRANTY START DATE

The "Warranty Start Date" referred to herein means the date of delivery (Incoterms 2020) to the original Customer who first purchased the Solar Modules under a Sales Contract with Recom & Co Ltd ("RECOM"). For the avoidance of doubt, the aforesaid Customer means the Buyer mentioned in the respective Sales Contract with RECOM for sale of the Solar Modules.

2. LIMITED PRODUCT WARRANTY

RECOM warrants that all types of RECOM PV Modules, including factory assembled DC connectors and cables, are macro defect-free regarding materials and workmanship except for improper installation, application, utilisation and maintenance.

Any appearance or cosmetic change(s) of the PV Modules, including but not limited to any discoloration, scratching, and mechanical wear-out, or any other change(s) attributable to or caused by the normal wear and tear over time that may occur after the Warranty Start Date (i.e. date of delivery), shall be exempt from this Limited Product Warranty.

Claims shall be in effect under this Limited Product Warranty only if the Customer has provided evidence sufficiently enough to prove that the non-conformity or malfunctioning of the PV Modules results exclusively from the defect(s) and is covered by this Limited Product Warranty. RECOM may, at its discretion, (a) repair the defective product, (b) supply a replacement product, or (c) pay the end-user the current market value of the product's nominal power left-over life. This Limited Product Warranty does not refer to a specific power output.

- a) RECOM Panther series: 25 Year Limited Product Warranty
- b) RECOM Puma series: 25 Year Limited Product Warranty
- c) RECOM Black Tiger series: 25 Year Limited Product Warranty
- d) RECOM Lynx series: 30 Year Limited Product Warranty
- e) RECOM Lion series: 30 Year Limited Product Warranty

3. LINEAR POWER OUTPUT WARRANTY

RECOM warrants that for a period of 25 years or 30 years, beginning from the Warranty Start Date, any loss of power output against the minimum "Peak Power at STC", as specified on the label of the modules (hereinafter "Nominal Power") when measured at Standard Test Conditions (STC) for the Product(s), shall not exceed:

1. Poly modules (Glass/Backsheet): 2% within the first year, and thereafter 0.60% per year, so that RECOM PV Modules will produce no less than 83.6% of their nominal power in the 25th year after the Warranty Start Date.
2. Mono modules (Glass/Backsheet): 3% within the first year, and thereafter 0.65% per year, so that RECOM PV Modules will produce no less than 81.4% of their nominal power in the 25th year after the Warranty Start Date.
3. Mono modules (Glass/Glass): 3% within the first year, and thereafter 0.50% per year, so that RECOM PV Modules will produce no less than 82.50% of their nominal power in the 30th year after the Warranty Start Date.
4. Mono Halfcut modules "Panther Series" (Glass/Backsheet): 2% within the first year, and thereafter 0.45% per year, so that RECOM PV Modules will produce no less than 87.20% of their nominal power in the 25th year after the Warranty Start Date.
5. Mono Bifacial Halfcut modules "Panther Series" (Glass/Backsheet): 2% within the first year, and thereafter 0.45% per year, so that RECOM PV Modules will produce no less than 84.95% of their nominal power in the 30th year after the Warranty Start Date.
6. Mono Bifacial Halfcut modules "Panther Series" (Glass/Glass): 2% within the first year, and thereafter 0.44% per year, so that RECOM PV Modules will produce no less than 85.24% of their nominal power in the 30th year after the Warranty Start Date.
7. N-Type Halfcut modules "Lynx Series" (Glass/Backsheet): 1% within the first year, and thereafter 0.45% per year, so that RECOM PV Modules will produce no less than 85.95% of their nominal power in the 30th year after the Warranty Start Date.
8. N-Type Halfcut modules "Lynx Series" (Glass/Glass): 1% within the first year, and thereafter 0.40% per year, so that RECOM PV Modules will produce no less than 87.4% of their

nominal power in the 30th year after the Warranty Start Date.

9. Mono Shingled modules "Puma Series" (Glass/Backsheet): 2% within the first year, and thereafter 0.44% per year, so that RECOM PV Modules will produce no less than 87.44% of their nominal power in the 25th year after the Warranty Start Date.
10. Mono Bifacial Shingled modules "Puma Series" (Glass/Backsheet): 2% within the first year, and thereafter 0.44% per year, so that RECOM PV Modules will produce no less than 85.24% of their nominal power in the 30th year after the Warranty Start Date.
11. Mono Bifacial Shingled modules "Puma Series" (Glass/Glass): 2% within the first year, and thereafter 0.42% per year, so that RECOM PV Modules will produce no less than 85.82% of their nominal power in the 30th year after the Warranty Start Date.
12. HJT Bifacial Halfcut modules "Lion Series" (Glass/Glass): 1.0% within the first year, and thereafter 0.31% per year, so that RECOM PV Modules will produce no less than 90.00% of their nominal power in the 30th year after the Warranty Start Date.
13. Back Contact modules "Black Tiger Series" (Glass/Glass): 1.0% within the first year, and thereafter 0.35% per year, so that RECOM PV Modules will produce no less than 88.85% of their nominal power in the 30th year after the Warranty Start Date.

The expected power output loss shall be compared with the nominal power output as specified in the relevant Data Sheets and measured at STC.

In the case of any excess power output loss, that RECOM deems caused due to material or workmanship defects, subject to the claim procedure and rest terms of this Limited Warranty, RECOM will, at its absolute discretion, (a) repair the defective product, (b) supply a replacement product, (c) supply additional products, or (d) pay the end-user a fair market value of the product's nominal power left-over life.

4. EXCLUSIONS AND LIMITATIONS

The Limited Product Warranty and the Linear Power Output Warranty do not apply to any RECOM PV Modules which have been subjected to:

- a) Misuse, installation on unqualified buildings, improper installation and/or application not in accordance with the applicable local codes, negligence, failure to comply with RECOM's Installation Manual;
 - b) Defects caused by improper storage, transportation, handling, assembly, operation or maintenance not in accordance with RECOM's Installation Manual;
 - c) Repair and/or modification by a non-qualified technician according to the relevant laws and regulations of the place of installation;
 - d) Alteration, repair or modification without the prior express written consent of RECOM;
 - e) Extreme environmental conditions, lightning, flood, fire, hurricanes, whirl-winds, sandstorms, actions of third parties or other events outside the control of RECOM i.e. force majeure;
 - f) Damages due to environmental conditions, including but not limited to extraordinary salt, chemical exposure, improper voltage, power surges, acid rain, marine environment, pollution factors, and external corrosion;
 - g) Other unforeseen events beyond RECOM's control, including, without limitation, any technological, regulatory, physical event or other condition that is not reasonably known or understood at the time of purchase of the affected Products;
 - h) Alteration, removal or obliteration of the original Product label and serial numbers without RECOM's prior written authorization;
 - i) Removal of the modules from the original installing location or changes the project site without RECOM's prior written authorization;
 - j) Other unforeseen events beyond RECOM's control, including, without limitation, any technological, regulatory, physical event or other condition that is not reasonably known or understood or clearly indicated by the Customer at the time of purchase of the affected Products;
 - k) Infringement on the intellectual property rights of RECOM (including but not limited to patent rights, trademark rights, etc.);
 - l) Unauthorized or illegal sale of RECOM modules;
 - m) Full and final payment has not been received by RECOM.
- The Limited Product Warranty and the Linear Power Output Warranty do not cover any costs associated with installation, removal and/or re-installation of the RECOM PV Modules, customs clearance or any other costs relevant to the return of RECOM PV Modules. Removal of the products must be performed upon prior written authorization of RECOM and in accordance with applicable local codes and

RECOM's Installation Manual. No return of RECOM PV Module(s) shall be accepted, without written authorization issued by RECOM.

5. CLAIM PROCEDURE

Any claim(s) under this Limited Warranty must be brought to RECOM's attention within one (1) month upon identification of a defect and prior to the expiration of the applicable Warranty period, in accordance with the procedure as set out below.

Upon discovery of a defect covered by the Limited Product Warranty and the Linear Power Output Warranty, the Customer shall notify RECOM via e-mail (customer.support@recom-tech.com), providing detailed evidence (including but not limited to Invoice, Proof of Delivery of the RECOM PV Modules, Serial Numbers, Type of Modules, Location of the Modules, Photos and Technical evaluation, and any subsequent sales including transfer of this Warranty needs to accompany the claim) that will initiate the Claim Procedure. If the Customer fails to provide the information mentioned above, RECOM shall not be able to settle the relevant claims.

6. TECHNICAL DISPUTES

In the event of technical disputes relevant to RECOM Warranty claims, the Customer shall consult a first-class test institute such as TÜV Rheinland, VDE, RETC, or other, to issue a technical report including test results that will be utilised to determine the technical aspects of the claim(s). RECOM reserves all rights to handle each and every dispute at its own discretion.

7. WARRANTY LIMITATIONS

Any repair and/or replacement of RECOM PV Modules, or any supply of additional RECOM PV Modules, will neither renew the Warranty Start Date, nor extend the original terms of the Limited Product Warranty and the Linear Power Output Warranty. Any claimed and replaced RECOM PV Modules shall become the property of RECOM. RECOM shall, at its own discretion, deliver another type of RECOM PV Module(s) (different in size, colour, and/or power) in the case that RECOM has discontinued producing the PV module(s) in question at the time of the claim. Unless otherwise agreed by the Parties in written, the repaired module(s) or replacement module(s) will be delivered by the Supplier in accordance with the same Incoterms and destination as the relevant module supply contract. The insurance, freight, customs clearance fees and other reasonable expenses shall be borne in accordance with the Incoterms in the original sales contract.

8. LIMITATION OF WARRANTY SCOPE

SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS 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 RECOM, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING, SIGNED AND APPROVED BY RECOM. RECOM 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 PV MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL RECOM BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED. RECOM'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE CONTRACT VALUE PAID TO RECOM BY THE CUSTOMER, FOR THE UNIT OF PRODUCT FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IF ANY

PROVISION OF THIS LIMITED WARRANTY IS HELD UNENFORCEABLE OR ILLEGAL BY A COURT OR OTHER BODY OF COMPETENT JURISDICTION, SUCH PROVISIONS SHALL BE MODIFIED TO THE MINIMUM EXTENT REQUIRED SUCH THAT THE REST OF THIS LIMITED WARRANTY WILL CONTINUE IN FULL FORCE AND EFFECT.

9. TRANSFER OF WARRANTY RIGHTS

This Limited Warranty applies to the original Customer as well as its transferees or assignees or successors, subject to the following conditions:

- a) The Modules remains intact and unchanged at the initial installation site;
- b) There are no remaining payable amounts (e.g. liquidated damages, extra logistics costs) to ReCom;
- c) The Customer shall transfer all (and not partially) of its rights and obligations;
- d) The proposed assignee or successor agrees to be bound by all of the terms of the original Sales Contract and this Limited Warranty;
- e) The proposed transferee or assignee or successor shall execute such agreements as may reasonably be requested by RECOM to confirm the applicability of any term hereof as a condition to transfer.

If required by ReCom, the original Customer or successor or assignee or transferee will provide reasonable evidence to prove the lawful succession or assignment of the ownership within fifteen (15) business days from the date of receipt of the RECOM's notice, otherwise RECOM is entitled to refuse to process the relevant claims raised by any successor or assignee or transferee of the original Customer without any liability.

Any transfer that does not comply with this Article shall not be binding on RECOM, and RECOM shall be entitled to refuse to process the relevant claims raised by the assignee or successor or transferee of the original Customer.

10. FORCE MAJEURE

RECOM shall not be whatsoever liable to the Customer or its permitted assignees or successors or transferees, or to any third-parties arising from any non-performance or performance delays of the PV Modules caused from natural disasters such as fire, flood, blizzard, hurricane, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labour or materials, and any other event deemed to be out of the control of RECOM.

11. APPLICABLE LAW AND DISPUTE RESOLUTION

Any dispute relating to this Limited Warranty, including but not limited to, disputes relating to the survival, validity, breach or termination of the Limited Warranty, shall be resolved in accordance with the governing law and jurisdiction mentioned in the relevant Sales Contract entered between RECOM and the original Customer.

12. REMARKS

"Peak Power" is the power in watt peak (Wp) generated when PV Modules reach their maximum power point under STC conditions. STC conditions are as follows:

- Light spectrum of AM 1.5;
- Irradiance at 1,000W/m²;

Cell temperature at 25 degrees Celsius at right angle irradiation.

Measurements are carried out in accordance with IEC 61215 standards and conform to values of the calibrated PV Module used at the time of the RECOM PV Modules manufacture. RECOM calibrated PV Modules are certified by International Institutions and are in full compliance with IEC 60904.

13. DIVISIBILITY OF THE TERMS AND CONDITIONS

In the case that any part or provision of this Limited Warranty is affirmed to be null, invalid, or unenforceable, or the applicability of such claim or provision to certain persons or under certain circumstances is affirmed to be void, invalid, or unenforceable, such circumstances shall not affect the validity of any other parts or provisions of this Warranty or the applicability of this Warranty. Under such circumstances, the applicability of other parts or provisions of this Warranty shall be deemed independent and valid.