

Limited Warranty

1. Twenty Five (25) Year Limited Warranty on Power Output

The Warranty applies under the following conditions:

- if the module purchased fails to produce 90% of the specified minimum output power within ten (10) years after delivery, due to defects in manufacture or;
- if the module purchased fails to produce 80% of the specified minimum output power within twenty five (25) years after delivery, due to defects in manufacture.

In this case MSK will, at its sole discretion, repair or replace the module purchased, or refund the purchase price, or provide additional components to increase the power output up to the minimum specified level. The reduction in power output shall be determined using standard MSK test conditions. The repaired, replaced or additionally provided module is warranted for the remainder of the original warranted term of the repaired or replaced module.

2. Two (2) Year Limited Warranty on Materials and Workmanship

The Warranty applies under the following conditions:

- if the purchased module becomes inoperable as a result of defects in materials and workmanship within two (2) years after delivery.

In this case MSK will, at its sole discretion, repair or replace the module purchased, or refund the purchase price. The repaired or replaced module is warranted for the remainder of the original warranted term of the repaired or replaced module.

3. Warranty Exclusions and Limitations

Breakage or any other defects of the module due to any of the following causes shall be excluded from warranty set forth herein:

- (1) Natural disaster (earthquake, fire, flood, lightning, snow fall, freezing, salt damage, acid rain and others), intentional or accidental breakage of modules by third parties;
- (2) Misuse, neglect, use outside normal operating conditions, or failure to follow notes for safety and instructions as specified in product specifications;
- (3) Use on any mobile application such as vehicles, vessels or airplanes;
- (4) Repair, modifications or movement of the module by others except MSK or MSK designated

service providers;

- (5) Accident or act during installation or handling of the module after delivery by MSK;
- (6) Caused by installation structure or construction base of the module;
- (7) Caused by any failure of surrounding equipment of the module;
- (8) Caused by connection to any other brand of module; or
- (9) Any other case where it is not attributable to MSK.

4. Warranty Scope

The maximum liability of MSK is the replacement or refund of the purchase price of any defective module. MSK is not responsible for any other costs directly or indirectly associated with removal, transportation, reshipment or re-installation of the defective or replaced, repaired or additionally provided modules.

This warranty shall apply only so long as the modules are owned by the first retail purchaser. All warranty claims shall be notified to MSK in writing within such a period as specified above and shall be accompanied by proof of purchase and supporting evidence acceptable to MSK.

This warranty is expressly in lieu of any and all warranties expressed or implied (including all warranties of merchantability and fitness for particular purposes), and all other obligation and liability on the part of MSK. MSK's maximum liability hereunder shall be limited to the purchase price of the module sold by MSK. MSK shall not be liable for punitive, consequential or special damages for any injury to persons or damage to property or other loss or injury under any circumstances (including lost profits) other than the replacement or refund of the purchase price of any defective module.