Limited Warranty Terms

Version 3.5, effective May 19, 2016

Ten K Solar, Inc. ("Ten K") warrants that for twenty-five (25) years from the date of delivery, its photovoltaic (PV) modules shall be free from defects in materials and workmanship under normal application, installation, service and use conditions, and the power output of the PV Modules will be at least 97% of the Minimum Peak Power* rating for the first year, and declining by no more than 0.2% per year for the following 24 years, so that the power output at the end of the final year of the 25 year warranty period will be at least 92.2% of the Minimum Peak Power rating.

If a PV module fails to conform to this warranty, then for a period ending twenty-five (25) years from date of delivery to the original end customer ("the Customer"), Ten K will, at its option, repair or replace sufficient product, or refund the pro-rated portion of the purchase price as paid by the Customer ("Purchase Price"). The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the twenty-five (25) year period set forth herein.

Limited Warranty for Other Equipment

Ten K warrants that for twenty-five (25) years from the date of delivery any equipment, goods or materials manufactured by Ten K other than PV Modules ("Other Equipment") and furnished to the Customer in connection with the Customer's purchase of PV modules shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. If the Other Equipment fails to conform to this warranty, then for a period ending twenty-five (25) years from date of delivery to the original end customer ("the Customer"), Ten K will, at its option, either repair or replace the product, or refund a pro-rated portion of the Purchase Price. The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the Limited Warranty for Other Equipment and shall not extend beyond the twenty-five (25) year period set forth herein.

Equipment not Manufactured by Ten K

For any equipment, including individual inverters, goods or materials not manufactured by Ten K, the warranty shall be the manufacturer's transferable warranty only.

Exclusions and Limitations

a) Limited Warranty claims must be filed within the applicable Limited Warranty period set forth above, and any delivery of additional PV modules, or Other Equipment or the repair or replacement thereof shall not extend the original terms of the Limited Warranties set forth herein and no further or additional warranty shall be provided in connection with any such additional PV Modules, Reflectors or Other Equipment or the repair or replacement thereof.

b) Limited Warranty claims may only be made by, or on the behalf of, the original end customer or a subsequent owner if they remain installed at the original location.

c) The Limited Warranties do not apply to any of the following:

   i. PV modules or Other Equipment which in Ten K's sole and absolute judgment have been subjected to: misuse, abuse, neglect or accident; alteration, improper installation, application or removal (including without limitation, application or removal by any party other than a Ten K authorized dealer); non-observance of Ten K's installation, users' and/or maintenance instructions; repair or modifications by someone other than an approved service technician of Ten K; power surges, lightning, flood, fire, accidental breakage, actions by third parties or other events outside Ten K's control.

ii. Cosmetic defects stemming from normal wear and tear of PV module materials.

iii. PV modules installed in locations, which in Ten K's sole and absolute judgment may be subject to direct contact with salt water or other corrosive substances.

d) The Limited Warranties do not cover any transportation costs for return of the PV modules, or for reshipment of any repaired or replaced PV modules, or cost associated with installation, removal or reinstallation of the PV modules.

e) When the PV Modules are used on a mobile platform of any type, this entire Limited Warranty shall be void.

f) Limited Warranty claims will not apply if the type or serial number of the PV modules is altered, removed or made illegible.

Making a Warranty Claim

If you feel you have a justified claim covered by this Limited Warranty, immediately notify (a) the seller and installer of the PV modules or contact Ten K directly at the contacts shown below. Your installer, or Ten K will give advice on handling the claim, which shall include, without limitation, the provision of the original invoice, and/or evidence of the date of delivery of the PV module, serial number and product number of affected modules, and evidence of claim. The return of any PV modules will not be accepted unless prior written authorization has been given by Ten K. In the case of any warranty claim addressed by replacement, ownership of the replaced equipment shall pass to Ten K.

Limitation of Limited Warranty Scope

SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TENKSOLAR, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY TENKSOLAR. TENKSOLAR 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 PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE MODULE, OR FROM USE OR INSTALLATION OR FROM DAMAGE OR LOSS DUE TO WIND OR STORM NOR FROM ANY CAUSE RELATED TO THE ATTACHMENT OR FAILURE TO ATTACH THE SOLAR ARRAY TO A STRUCTURE. UNDER NO CIRCUMSTANCES SHALL TENKSOLAR BE LIABLE FOR PUNITIVE, 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.

TENKSOLAR'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY REPAIR AND REPLACEMENT COSTS UNDER THE LIMITED WARRANTIES SET FORTH HEREIN), SHALL NOT EXCEED THE PURCHASE PRICE PAID TO TENKSOLAR BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE LIMITED WARRANTY CLAIM.

No Warranty for Wind Loading, Weight and Structural Application

TENKSOLAR MAKES NO WARRANTY FOR THE FITNESS OF THE DUO OR REFLECT PRODUCT FOR ANY ROOFTOP INSTALLATION. ANY LABORATORY DATA OR EXAMPLES OF INSTALLATIONS PROVIDED BY TENKSOLAR TO AID IN STRUCTURAL DESIGNS DONE BY OTHERS ARE PURELY FOR REFERENCE AND MAKE NO CLAIM OR WARRANTY AS TO THE SUITABILITY OF THE DUO OR REFLECT PRODUCT IN ANY GIVEN INSTALLATION CONFIGURATION. STRUCTURAL DESIGNS FOR WIND, WEIGHT AND OTHER LOADINGS ARE WHOLLY THE RESPONSIBILITY OF PURCHASER, INCLUDING DECISIONS TO USE OR NOT USE BALLAST WEIGHTS, ROOF MODIFICATIONS, PENETRATIONS, TETHERS OR OTHER FASTENERS TO CONNECT THE SOLAR ARRAY TO THE GROUND OR TO A BUILDING STRUCTURE. TENKSOLAR 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 PHYSICAL INSTALLATION, ATTACHMENT OR FAILURE TO ATTACH THE PRODUCT TO A ROOF, GROUND, OR OTHER STRUCTURE.

**"Minimum Peak Power" = for the purposes of enforcement of this warranty, shall mean that the PV module nameplate output, minus published tolerance and minus allowed annual degradation and measured to Standard Test Conditions (STC) using methods, mounting and laboratory facilities approved by Ten K including an approved continuous light tester.*