
MOTEC INDUSTRIES INC. - LIMITED WARRANTY

This LIMITED WARRANTY applies to general photovoltaic module (“Module”) sold by Motech Industries Inc. (“MOTEC”) from the delivery date.

Applicable Objects

This LIMITED WARRANTY specifically is applicable to the Module that is originally installed. The Twelve Year Limited Product Warranty, as well as the Twenty-Five Year Limited Progressive Warranty on Power Output below, shall transfer from the original buyer to subsequent buyer(s)/end user(s) for the remainder of the warranty period, provided the subsequent buyer(s)/end user(s) can show that the Module has not been moved or relocated from their originally installed location.

Twelve Year Limited Product Warranty

Subject to the terms set forth below, MOTEC warrants its Module to be free from defects in workmanship and materials under normal application, use, installation and service conditions specified in MOTEC product specifications and installation instructions, for a period of twelve (12) years from the date of delivery.

If a Module malfunctions or becomes inoperable solely due to a defect in workmanship or material during the twelve-year period of this Twelve Year Limited Product Warranty, MOTEC will either repair or replace the Module or provide appropriate residual market value of the Module. Claims against workmanship and materials warranty will be accepted only when suspected defects have been confirmed by MOTEC or its authorized representatives. Any repaired or replaced part furnished under this Twelve Year Limited Product Warranty shall carry this Twelve Year Limited Product Warranty on the same terms as defined herein for the balance of the original warranty period. This Twelve Year Limited Product Warranty does not apply to any cosmetic changes which occur after delivery by MOTEC that do not affect the functionality of the Module.

This Twelve Year Limited Product Warranty does not include power output, which shall be exclusively covered under the Twenty-Five Year Limited Progressive Warranty on Power Output as described below.

Twenty-Five Year Limited Progressive Warranty on Power Output

Although a Module is essentially a solid-state device, some reduction in power output over time is a normal aging characteristic and is to be expected. MOTTECH offers a progressive module output warranty, for a period of twenty five (25) years from the date of delivery to the original buyer (“Warranty Period of Power Output”), that declines over time on an annual basis where Year One of the Warranty Period of Power Output has a 2.5% decline and Year Two through Year Twenty-Five of the Warranty Period of Power Output a declination rate of 0.6% is applied per year, and total declination rate of the whole Warranty Period of Power Output is not higher than 16.9% to the minimum rated power output level. The power output values shall be those measured under MOTTECH’s standard measurement conditions as provided in the related product specifications. Should the power output of a MOTTECH Module fall below its minimum calculated output as of the current year anniversary of delivery, MOTTECH will repair or replace the Module, or supplement the power shortfall of the Module with additional module(s) as MOTTECH determines necessary to meet the minimum calculated power output level of the current year anniversary of delivery.

Warranty Exclusions

If, in MOTTECH’s sole judgment, a Module has been subject to misuse, neglect or accident or has been damaged through abuse, alteration, repetitive installation, vandalism, theft, improper installation or application, failure to follow MOTTECH’s Installation, operation or maintenance instructions, or negligence in transportation, handling, or storage, or repaired by anyone other than MOTTECH and its authorized representatives, or the label or serial number on the Module have been changed, deleted, peeled off or made unrecognizable, or the Module has been damaged due to chemical exposure, or exposure to improper voltage or power surge, this LIMITED WARRANTY will not be applicable.

This LIMITED WARRANTY specifically is not applicable to the Module that is installed or used in corrosive areas, marine environments, under abnormal environmental conditions, or on mobile units. This LIMITED WARRANTY will also not cover damage due to acts of God and other events reasonably beyond MOTEC's control.

Warranty coverage does not include any transportation costs for return of Module or for shipment of any Module after repair or for replacement, or costs associated with removal, installation or re-installation of Module.

Exclusion of Liability

Damage to persons or property or other loss or injury resulting from defect in the Module or from improper installation or use shall not be the responsibility of MOTEC. MOTEC will not under any circumstances be liable for any indirect, special, incidental or consequential damages of any nature, whether based on contract, tort or other legal theory including, without limitation, business interruption costs, removal and/or reinstallation costs, re-procurement costs, loss of profit or revenue, loss of data, promotional or manufacturing expenses, overhead charges, injury to business reputation or loss of customers, even if MOTEC has been advised of the possibility of such damages.

Limitation of Liability

In all cases, MOTEC'S total cumulative liability for warranty claims will be limited to one hundred percent (100%) of the amount actually paid by the original buyer to MOTEC for the Module. **THIS LIMITED WARRANTY STATES THE ENTIRE LIABILITY OF MOTEC AND THE SOLE AND EXCLUSIVE REMEDY OF THE ORIGINAL BUYER AND SUBSEQUENT BUYER(S)/END USER(S), FOR MOTEC'S FURNISHING OF NON-CONFORMING OR DEFECTIVE MODULE.**

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF MOTEC, UNLESS

SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY MOTEC .

Warranty Claim Procedure

The buyer-to-claim should provide essential evidences for the claim. These evidences include: (1) Information of the buyer-to-claim and its previous buyer(s); (2) claim description in detail; (3) related data and photos/pictures; (4) related MOTEC Module model and serial numbers; (5) Module location; (6) other documentation or material MOTEC requested reasonably; and (7) Module in question MOTEC requested reasonably.

Claims under this LIMITED WARRANTY will be considered if submitted by registered or certified mail to the Quality Department of Motech Industries Inc. within 60 days following the discovery of any defect under this LIMITED WARRANTY, whose address is Southern Taiwan Science Park, No.2, Dashun 9th Rd., Xinshi Dist., Tainan City 74145, Taiwan. MOTEC or its authorized representative(s) are permitted a reasonable opportunity to examine and analyze the Module in question. MOTEC and authorized representatives or agents of MOTEC may request the original buyer, subsequent buyer(s) and end user(s) to provide further documentation in support of any claim, and must approve any claim in writing.

Product Replacement

When claims under this LIMITED WARRANTY are confirmed by MOTEC and a replacement Module is supplied, MOTEC will make commercially reasonable efforts to provide a Module of the same type. MOTEC has the right to deliver a replacement Module of a different type than the replaced Module if MOTEC has discontinued producing the replaced Module at the time of the claim. MOTEC may supply used or repaired Modules as replacement. The replaced Module shall become the property of MOTEC.

Severability

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 so the rest of this LIMITED WARRANTY will continue in full force and effect.

This LIMITED WARRANTY shall be granted and construed in accordance with the laws of the Republic of China, without regard to the jurisdiction's conflict of law provisions.

These warranties shall be applicable to Module manufactured after February 13, 2020, and the day future warranties become effective. This LIMITED WARRANTY is not applicable in the Republic of China and in the People's Republic of China.

This LIMITED WARRANTY is subject to change by MOTEC without prior notice.