



555 Aspen Ridge Drive  
Lafayette, Colorado 80026  
(303) 449 2394  
www.lumossolar.com

## Limited Warranties for Photovoltaic Modules

Name of Enterprise: LUMOS SOLAR, INC, hereinafter referred to as “LUMOS”.

Products: Lumos LSX, GSX, Vision, CSX Crystalline silicon solar modules, hereinafter referred to as “MODULE(S)”.

### Ten Year Limited Product Warranty

LUMOS warrants its MODULE(S), including field replaceable DC connectors and cables, to be free from defects in materials and workmanship under normal application, installation, operation, use, and service conditions. If, at LUMOS' determination, MODULE(S) fail to conform to this warranty, for a period ending one hundred twenty (120) months from date of delivery (the “Warranty Period”), as shown on proof of delivery, to the owner of MODULE(S), defined as holder of receipt or invoice from authorized LUMOS installer and hereinafter referred to as “CUSTOMER”, LUMOS will, at its option, either repair or replace the product, or credit the purchase price as paid by CUSTOMER. The repair, replacement or credit remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the 120-month period set forth herein. It will be performed directly to CUSTOMER only. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered hereinafter (“Limited Progressive Warranty on Power Output”).

### Thirty Year Limited Progressive Warranty on Power Output

LUMOS offers a progressive module output warranty, for a period of thirty (30) years from the date of delivery (the “Warranty Period”), as shown in stamped packing slip from LUMOS, to CUSTOMER (“Warranty Period of Power Output”), that declines over time on an annual basis where Year One (1) of the Warranty Period of Power Output has a 3% decline and Year Two (2) through Year Thirty (30) of the Warranty Period of Power Output a declination rate of 1% is applied per year to the minimum rated power output level. The power output values shall be those measured under LUMOS' standard measurement conditions as provided in the related product specifications. Should, at LUMOS' determination, the power output of a MODULE fall below its minimum calculated output as of the previous year anniversary of purchase, LUMOS will, at its option, repair or replace the MODULE, or supplement the power shortfall of the MODULE with additional MODULES as LUMOS determines necessary to meet the minimum calculated power output level of the previous year anniversary of purchase.

#### 1. Exclusions and limitations

- A: Warranty claims must be filed within the applicable, respective Warranty Periods.
- B: Warranty claims may only be made by CUSTOMER, provided that the MODULE(S) is in its original configuration or installation.
- C: “Limited Progressive Warranty on Power Output” only applies to “front side” production of bifacial modules.
- D: The “Limited Product Warranty” and the “Limited Progressive Warranty on Power Output” do not apply to any MODULE(S) which, in LUMOS' absolute judgment, have been subjected to:
  - Misuse, damage, abuse, neglect or accident;
  - Alteration, improper installation, application, or removal;
  - Non-observance of LUMOS' installation and maintenance instructions;

- Repair or modifications by someone other than a LUMOS approved service technician;
- Power failure or voltage surges, lightning, flood, fire, accidental breakage or other events outside LUMOS' control;
- Damage or corrosion resulting from negligence or due to improper storage, transportation or handling by a party other than LUMOS or a LUMOS approved third-party;
- Installation in locations subject to direct contact with salt water;
- Damage or corrosion resulting from environmental pollutants such as direct contact with salt water or acid rain;
- Damage from external stress such as falling rocks, branches, roofing materials, hail or other debris;
- Improper installation, configuration, maintenance, handling or use, including modification of applicable original configuration or installation;
- Cosmetic defects stemming from normal wear and tear of the MODULE's materials, including external stains or scratches that do not affect performance or functionality, and physical abuse;
- Any defect or failure caused by or on behalf of CUSTOMER or any third-party not approved by LUMOS;
- Any error, omission or other fault in any CUSTOMER provided or specified information, tooling, design, technology, materials, or
- Any error, omission or defects caused by third-party designs, data or technology.

E: The Warranty does not cover any transportation costs for return of the MODULE(S), or for reshipment of any repaired or replaced MODULE(S), or cost(s) associated with installation, removal or reinstallation of the MODULE(S), and/or any materials costs associated to these, incurred from the service made to solve the breach of Warranty arising during the applicable Warranty Period.

F: Warranty claims will not be honored if the type or serial number of MODULES have been altered, removed or made illegible.

G: The repair or replacement of the MODULE(S) or the supply of the additional MODULE(S) does not initiate new warranty terms, nor shall the original terms of this "Limited Warranties for Photovoltaic Modules" be extended. LUMOS has the right to deliver another type (different in size, color, shape and/or power) in case LUMOS has discontinued producing the replaced MODULE(S) at the time of the claim, in the same total power.

## 2. Return policy

A: Warranty claims must be submitted in writing within fourteen (14) days of original discovery of the claimed defect to LUMOS. LUMOS will determine, in its sole judgment, the adequacy of the Warranty claim.

B: Title transfers from CUSTOMER to LUMOS of any defective MODULE(S) that are replaced upon delivery.

## 3. Limitation of Warranty Scope

This "Limited Warranties for Photovoltaic Modules" as set forth herein are 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 LUMOS, unless such other obligations or liabilities are expressly agreed to in writing and signed and approved by LUMOS.

## 4. Disputes

In case of any dispute in a Warranty Claim, a Third Party approved by both sides (such as TÜV) shall be involved to judge the claim finally. This "Limited Warranties for Photovoltaic Modules" shall be governed by and construed in accordance with the laws of the State of Colorado. Any disputes arising out of or in connection with these Warranties shall be referred to the court of competent jurisdiction located in Denver, Colorado. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

#### 5. Severability

If a part, provision or clause of this "Limited Warranties for Photovoltaic Modules", or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this "Limited Warranties for Photovoltaic Modules", and to this end such other parts, provisions, clauses or applications of this "Limited Warranties for Photovoltaic Modules" shall be treated as severable.

#### 6. Force Majeure

LUMOS shall not be responsible or liable in any way to CUSTOMER or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including the "Limited Warranties for Photovoltaic Modules", due to acts God, war, riots, strikes, war-like conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of LUMOS. In such cases, performance by LUMOS of these limited warranties shall be suspended without liability for the period of delay reasonably attributable to such causes.

---

#### Notes:

1 "Peak Power" is the power in watt peak that a MODULE generates in its maximum power point. "STC" is defined as follows:

- (a) light spectrum of AM 1.5,
- (b) irradiation of 1,000W per m<sup>2</sup> and
- (c) cell temperature of 25 degree centigrade. "Peak Power" in this Warranty shall be measured pursuant to IEC60904-1, based on the same test standard.