



555 Aspen Ridge Drive
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Limited Warranties for SolarZone and SolarPort

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

Products Covered: Lumos Crystalline silicon solar modules, hereinafter referred to as "MODULE(S)", LSX Mounting System, Vision Mounting System, ClearSpan Mounting System and SolarZone and SolarPort Structures, hereinafter referred to as "MOUNTING PRODUCTS", and SolarZone and SolarPort Electronics and Batteries, hereinafter referred to as "ELECTRONICS".

Limited Warranties for Photovoltaic Modules

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.

7. Validity

The "Limited Warranties for Photovoltaic Modules" are valid for the MODULE(S) whose delivery date is between January 1, 2024 through December 31, 2024.

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 m² 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.



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Limited Warranties for Mounting Products

LUMOS warrants to the original purchaser ("Purchaser") that any of the MOUNTING PRODUCTS listed above will be free from structural defects in material and workmanship for a period of ten (10) years, except for the finish, which will be free from visible peeling, cracking or chalking under normal atmospheric conditions for a period of three (3) years ("Finish Warranty"), from the earlier date of the following: the date the installation of the product is substantially completed, or 30 days after the purchase of the product by the Purchaser ("Warranty Period").

The Finish Warranty does not apply to any foreign residue deposited on the finish. This limited warranty covers only MOUNTING PRODUCTS, and does not cover any PV modules, electrical components or wiring used in conjunction with the MOUNTING PRODUCTS. This warranty does not cover damage to the MOUNTING PRODUCTS that occurs during its shipment, storage, or from any natural disaster including but not limited to earthquake, fire, flood, or hurricane. This warranty does not cover normal wear, or damage resulting from misuse, abuse, improper installation, negligence, or accident.

This warranty is valid only if the MOUNTING PRODUCTS are installed at the site originally intended, for its intended use for which the MOUNTING PRODUCTS were designed, and in observance of the corresponding installation documents. Warranty is void if the MOUNTING PRODUCTS are installed in a manner that is not in accordance with the installation documents, or if it is installed for a purpose other than for which it was designed. Warranty is void if the MOUNTING PRODUCTS have been modified, repaired or reworked in a manner not previously authorized in writing by LUMOS.

LUMOS does not warrant that the MOUNTING PRODUCTS will meet any specification, needs, or requirements that are not expressly set forth in the LUMOS technical product documentation.

LUMOS will, at its sole discretion, either repair or replace any MOUNTING PRODUCTS that fail to meet the standards set forth in this warranty. Refurbished components may be used to repair or replace the MOUNTING PRODUCTS.

Warranty covers cost to repair or replace MOUNTING PRODUCTS only. It does not cover transportation or incidental costs associated with a warranty claim. LUMOS's aggregate liability involved in any warranty claim shall not exceed the original purchase price of the MOUNTING PRODUCTS involved in the claim.

This warranty does not cover any defect that is not reported directly to LUMOS in writing within ten (10) days after discovery of such defect.

Any repair or replacement of MOUNTING PRODUCTS under this warranty will not initiate the beginning of new warranty terms or constitute a new Warranty Period. Warranty Period shall not be extended.

Limited Warranties for SolarZone and SolarPort Electronics and Batteries

LUMOS warrants to the original purchaser (“Purchaser”) that any of the ELECTRONICS listed above will be covered by the Victron Energy Limited Warranty Policy and administered by LUMOS as Victron Energy Authorized Resellers.

Victron Energy Limited Warranty Policy

Victron Energy warrants its products to be free from defects in workmanship and materials for a period of 5 years from the date of purchase by the end user, with a maximum of 66 months from the Victron Energy invoice date. Exceptions on this are: lead acid batteries; 2 years from date of purchase by the end user, with a maximum of 30 months from the Victron Energy invoice date, Lithium-ion batteries; 3 years from date of purchase by the end user. In addition to this proof of correct battery usage is required when making a battery warranty claim.

During this period, Victron Energy will, at its option, repair or replace the defective product free of charge. The warranty does not include performing or reimbursing de-installation, transportation and re-installation. This warranty will be considered void if the unit has suffered any physical damage or alteration, either internally or externally, and does not cover damages arising from improper use like:

- Reverse of battery polarity.
- Inadequate connection.
- Mechanical shock or deformation.
- Contact with liquid or oxidation by condensation.
- Use in inappropriate environment (dust, corrosive vapor, humidity, high temperature, biological infestation...).
- Breakage or damage due to lightning.
- Connection terminals and screws destroyed or other damages, like overheat, due to insufficient tightening.
- For any electrical breakage except due to lightning (reverse polarity, over-voltage due to external cause), the state of the internal control diode and of the inputs/output X and Y capacitors determine the warranty.

This warranty will not apply where the product has been misused, neglected, improperly installed, or repaired by anyone else than Victron Energy or one of its authorized Qualified Service Partners. In order to qualify for the warranty, the product must not be disassembled or modified.

Repair or replacement are our sole remedies and Victron Energy shall not be liable for damages, whether direct, incidental, special, or consequential, even caused by negligence or fault.

Victron Energy owns all parts removed from repaired products. Victron Energy uses new or reconditioned parts made by various manufacturers in performing warranty repairs and building replacement products. If Victron Energy repairs or replaces a part of a product its warranty term is not extended. In case of replacement the new component has a warranty of 6 months, without effect on the initial warranty period.

All remedies and the measure for damages are limited to the above.

Victron Energy shall in no event be liable for consequential, incidental, contingent or special damages, even if having been advised of the probability of such damages. Any and all other warranties expressed or implied



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arising by law, course of dealing, course of performance, usage of trade or otherwise, including but not limited Limited Warranty Policy – Rev 04 2019-11-14 to implied warranties of merchantability and fitness for a particular purpose, are limited in duration to a period of two (2) years from the date of purchase.

Life Support Policy

As a general policy, Victron Energy, does not recommend the use of any of its products in life support applications where failure or malfunction of the Victron Energy's product can be reasonably expected to cause failure of the life support device or to significantly affect its safety or effectiveness. Victron Energy does not recommend the use of any of its products in direct patient care. Victron Energy will not knowingly sell its products for use in such applications unless it receives in writing assurances satisfactory to Victron Energy that the risks of injury or damage have been minimized, the customer assumes all such risks, and the Liability of Victron Energy is adequately protected under the circumstances.

As a product requires service, it must be brought back to the place of purchase. In case no contact can be taken with the merchant, or if he is either unable or not allowed to provide service, direct contact should be taken with Victron Energy.

Warranty on repairs

The warranty period on products or on printed circuits boards repaired by Victron Energy as well as on printed circuit boards for replacement is 6 months from delivery by Victron Energy.

Transport

It is the responsibility of the sender to sufficiently package these products. The transport must be organized in a way to avoid any damage, especially when a single unit or heavy unit is sent.

Severability

If a part of the terms and conditions set out above is held invalid, void or unenforceable due to any particular national or international legislation, it shall not affect other parts of the terms and conditions remaining.

Contact details

Victron Energy B.V. | De Paal 35, 1351 JG Almere, The Netherlands | <https://www.victronenergy.com/support>