

Scope

All standard modules manufactured by Naps Solar Estonia OÜ (hereinafter "Naps") using full size (uncut) solar cells, EVA lamination, tempered glass front cover, multi-layered polymer backsheet, standard aluminium frame and standard junction boxes. For special design modules and all modules made from cut solar cells, different power warranty and warranty against defective materials and workmanship applies.

This warranty is valid from 1st April 2017 until it is cancelled or replaced by a new warranty. It applies only to modules with original purchase date from the manufacturer within this validity period. This warranty replaces all previous warranties for the same types of modules dated earlier than 1st April 2017.

13 year warranty against defective materials and workmanship

Naps warrants its modules covered by this warranty document to be free from defects in materials and workmanship for a period of 13 years from the date of original purchase. This warranty covers use under normal applications for which the module was designed and does not cover any damage or consequent defect brought about by inappropriate use. Naps will, at its discretion, repair, replace, supply replacement parts or refund the remaining market value for any module deemed defective under this warranty.

26 year limited power warranty

Naps warrants its modules to produce no less than 97,5% of their initial minimum stated power for a period of one year from the date of original purchase, and no less than 80,0% of the initial minimum stated power until 26 years from the date of original purchase. After the first year and until 26 years from the date of original purchase the warranted minimum power will degrade no more than 0,7% on average per annum.

Provided that such a power loss is determined by Naps to be due to defective materials or workmanship, the loss in power will be covered, at Naps' sole discretion, either by supplying additional modules to restore the power to that warranted, by repairing or replacing modules with reduced power output, or by refunding the appropriate residual market value of modules as compensation. Modules supplied as warranty replacements may be of a later type than the modules being replaced. Naps is also entitled to supply used or repaired modules as replacement.

Terms and exclusions

Module warranty claims made outside the appropriate 13 or 26 year period of validity will not be accepted. Any warranty claim must be made in writing and accompanied with the original proof of purchase (with date) within six weeks of the occurrence of the defect.

Power warranted in the Limited Power Warranty is the power produced by a module under Standard Test Conditions of 1kW/m2 solar irradiance, cell temperature of 25°C and spectral distribution of Air Mass 1.5, with the module loaded at its maximum power voltage. Loss of power due to excessive cable and contact resistances, or any series elements such as blocking diodes is excluded from the power loss warranted.

The initial minimum stated power is the rated power minus any stated tolerance for a new module. Such figures are stated on the module label, and refer to measurements under Standard Test Conditions as defined above.

In the case of any dispute, the module power under Standard Test Conditions must be measured either at Naps or at a test laboratory accepted by Naps. Differences of 3% or less between measurements at different locations are considered to be within the absolute uncertainty of the measurements, and will not be considered significant. Only the part of difference exceeding 3% is covered with the warranty.

Any module suspected of being defective under the warranty terms can only be returned to Naps or its authorised agent after written authority from Naps. All charges for disconnecting and returning a defective module are the responsibility of the module owner.

Freight charges for returning to its owner a module that is sent to Naps without its prior authorisation, or for returning a module that

after testing and inspection proves not to be defective under the warranty terms, will be charged to the original sender of the module.

Where replacement modules are supplied as part of this module warranty, the warranty on those replacements is valid only as and until the expiry of the original warranty.

Ownership of all replaced modules passes to Naps.

Naps' obligations under this module warranty are to the original customer or, if the module has been sold on as part of a working system, to the current owner if the system is at the same location and has not been altered in any way.

This module warranty does not apply to modules sold as second class, B grade, power reject, cosmetic reject, etc, modules specifically sold at special low prices or modules donated free of charge for any reason.

Normal ageing processes such as discolouration, surface corrosion, scratches, stains, mould, mechanical wear, micro-cracks etc are not covered by these warranty conditions if they do not affect the limited power warranty.

This module warranty excludes any module which in Naps' sole opinion:

- has been subjected to misuse, neglect or accident
- has been damaged by negligence in use, storage, packaging, transportation, or handling
- has been damaged by abuse, alteration, improper installation or application, in particular by not following supplied installation instructions
- has been damaged by inappropriate or wrong connection of diodes, cables, batteries, inverters, etc or by connection to other types of modules or any voltage source higher than the maximum allowed
- has been installed in a non-stationary installation, such as a vehicle or vessel
- has been installed in a stationary system offshore
- has been installed in an environment which is outside the stated operating conditions (including concentration of sunlight), or which contains excessive pollutants, or which has caused excessive mould or fungal growth
- has undergone unauthorised or improper maintenance, repair or tampering
- has a changed, damaged or missing product label or serial number
- has damage to prefitted cables or connectors
- has broken cover glass
- has glass that has reduced light transmission caused by dust, dirt, sandblast damage, spillage, scratches, salt spray or pollutants
- has been damaged by Acts of God or other unforeseen circumstances such as, but not limited to, vandalism, war, rioting, terrorism, earthquake, wind or snow loads in excess of those designed for, falling rocks, volcanoes, fire, floods, lightning, snowdrift, animals, power failure surges etc.

This warranty is in lieu of and excludes all other express or implied warranties including, but not limited to, warranties of merchantability and fitness for a particular purpose, and all other obligations or liabilities on the part of Naps, unless such are expressly agreed to in writing. No other person is authorized to make any warranties other than those set forth herein.

Naps shall not be liable for any direct or indirect, incidental or consequential or special damages, howsoever caused.

These warranty terms are subject exclusively to Estonian law. If any part of this warranty is deemed to be invalid in any jurisdiction, the validity of the other parts of this warranty shall not be affected in any way. Any invalid provisions shall be replaced according to local legal requirements.

Naps' aggregate liability, if any, in damages or otherwise, shall not exceed the specific payment it has received for the solar module in question deducted with the normal reduction of the module market value over time.