





LIMITED ON PRODUCT WARRANTY

2 YEARS REPAIR OR REPLACEMENT REMEDY

FLY Solartech Solutions S.r.l. warrants its Photovoltaic Solar Modules (MODULES), GSC and GSP S2 and 2Face series, including factory-assembled MC4 connectors and cables, if any, to be free From defects in materials and workmanship under normal application, installation,use and service conditions.

If MODULES fail to conform to this warranty, during the period ending **Twenty four (24) months** from the date of sale to the customer of the FLY product (CUSTOMER), FLY will, at its option, either repair or replace the product.

The repair or replacement shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the **Twenty four (24) months** period set forth herein.

This -Limited Product Warranty- does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (Limited Peak Power Warranty).

LIMITED PEAK POWER WARRANTY

If, within a period of (5) five years from the Sales Date any MODULE(s) exhibits a power output less than 90% of the minimum -Peak Power at STC- as specified as of the Sales Date, provided that such loss in power is determined by FLY (at its sole and absolute discretion on MODULE nominal power defined by certified Flash Tests) to be due to defects in material or workmanship, FLY will, at its sole option.

Replacing the defective MODULE(s) at the option of FLY.

EXCLUSIONS AND LIMITATIONS

In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.

The -Limited Product Warranties- and the -Limited Peak Power Warranties- do not apply to any MODULES which have been subjected to:

- Misuse, abuse, neglect or accident;
- Alteration, improper installation or application ;
- Non-observance of FLY's installation and maintenance instructions; and in particular, the ban of punching, cutting, hammering and bending the modules with a bending radius >25%;
- Electrical connections of the modules beyond the examples contained on FLY's installation instructions or following specifications non explicitly validated by FLY;
- Repair or modifications by someone other than an approved service technician of FLY;
- Power failure surges, lightning, flood, fire, accidental breakage or other events outside FLY's control.

Both the -Limited Product Warranties- and -Limited Peak Power Warranties- do not cover any costs associated with installation, removal or re-installation of the PV-modules and (except as explicitly set forth in the final paragraph of Section 5) customs clearance or any other costs for return of the MODULES.

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

PREVENTING THE "HOT-SPOT" ISSUE

If one or more damaged or shaded photovoltaic cells are present on the module for an extended period of time, the so-called "HOT-SPOT" phenomenon may occur on the panel, which consists in the overheating at very high temperatures (higher than 150 °C) of a very small area of the panel.

This local overheating can cause the cells to fuse, create smoke or even small local burns. If there are any obvious signs of the "HOT-SPOT" phenomenon, the affected module must be immediately disconnected from the system in order to stop the current flow and avoid the continuous overheat of the affected area.

Alternatively, if it is not immediately possible to disconnect the panel from the system, simply cover the cells in order to stop their functioning.

LIMITATION OF WARRANTY SCOPE

These -Limited Warranties for PV 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 FLY, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by FLY.

FLY shall have no responsibility or liability whatsoever for damage or injury to people or property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the MODULES, including, without limitation, any defects in the MODULE, or from use or installation.

Under no circumstances shall FLY be liable for incidental, consequential or special damages, howsoever caused.

Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded.

FLY aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER, for the single unit of MODULE.

OBTAINING WARRANTY PERFORMANCE

If the CUSTOMER has a justified claim covered by this -Limited Warranties for PV Modules- an immediate notification directly to FLY shall be filed by mail to Our official mail address.

Together with the notification, the CUSTOMER should enclose the evidence of the claim about the corresponding serial number of the MODULE(s) and the date on which the MODULE(s) have been purchased.

The return of any PV-modules will not be accepted unless prior written authorization, provided by FLY.

In connection with both the -Limited Product Warranties- and -Limited Peak Power Warranties FLY shall reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repaired or replaced MODULES, only if this cost is authorized by FLY customer service department.

SEVERABILITY

If a part, provision or clause of this -Limited Warranty for PV 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 Warranty for PV Modules-, and to this end such other parts, provisions, clauses or applications of this -Limited Warranty for PV Modules- SHALL BE TREATED AS SEVERABLE.

DISPUTES

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as KIWA shall be involved to judge the claim finally.

All fees and expenses shall be born by the losing party, unless otherwise awarded.

The final explanation right shall be borne by FLY.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING, WITHOUT LIMITATION, NATIONAL LAWS.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU.

VARIOUS

The repair or replacement of the MODULES or the supply of additional MODULES, does not cause the beginning of new warranty terms, nor shall the original terms of this “Limited Warranty for PV-Modules” be extended.

Any replaced MODULES shall become the property of FLY made for their disposal.

FLY has the right to deliver another type (different in size, color, shape and/or power) in case FLY discontinued producing the replaced FLY at the time of the claim.

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