



KB Solar LLC Limited Warranty FOR PHOTOVOLTAIC MODULES

This is KB Solar LLC. limited warranty (the “Limited Warranty”) that covers defects in workmanship and materials of the below-listed products (“Products”) for the applicable warranty period set out below (“Warranty Period”). See Products Covered and Warranty Period.

The Limited Warranty only applies to the buyer who purchased the Products from an authorized seller of KB Solar for use within the continent where KB Solar originally sold the Products and in accordance with their intended purpose. The Limited Warranty may be transferred from the buyer to any assignee and will remain in effect for the time period remaining under the foregoing warranties, provided that the Products are not moved outside their original country of installation. Also, any reinstallation must follow the installation procedures and guidelines accompanying the Products (collectively the “KB Solar Installation Manual”).

Products Covered

KB Solar Photovoltaic Modules are defined in this Limited Warranty as KB Solar LLC branded photovoltaic modules manufactured by KB Solar LLC or its authorized manufacturers that are sold and installed as part of the photovoltaic renewable systems and are of the following product models:

MODULE-KBS-365-MONO-BF
MODULE-KBS-370-MONO-BF
MODULE-KBS-375-MONO-BF
MODULE-KBS-380-MONO-BF
MODULE-KBS-385-MONO-BF

MODULE-KBS-445-MONO-BF
MODULE-KBS-450-MONO-BF
MODULE-KBS-455-MONO-BF
MODULE-KBS-460-MONO-BF
MODULE-KBS-465-MONO-BF

MODULE-KBS-365-MONO
MODULE-KBS-370-MONO
MODULE-KBS-375-MONO
MODULE-KBS-380-MONO
MODULE-KBS-385-MONO

MODULE-KBS-445-MONO
MODULE-KBS-450-MONO
MODULE-KBS-455-MONO
MODULE-KBS-460-MONO
MODULE-KBS-465-MONO

Warranty Activation

The buyer must inspect the Product for visible defects when delivered. The Customer must notify KB Solar of any defects immediately but in no event later than thirty (30) days any such defects were discovered during the visible defect inspection process.

If the buyer discovers any defect in workmanship, linier output, and materials within the applicable Warranty Period and wants to activate the Limited Warranty, then the buyer must promptly, after such discovery, report the defect to KB Solar LLC by sending an email to info_solar@kbelectric.us. The email must include this information: (i) a short description of the defect, (ii) the Product’s serial number, and (iii) a scanned copy of the purchase receipt, (iv) a report by a certified electrician. Note that the Product’s serial number must be legible and properly attached to the Product in order to be eligible for coverage. After receiving notification from the buyer, KB Solar will determine whether or not the reported defect is eligible for coverage under the Limited Warranty. If KB Solar determines that the reported defect is not eligible for coverage under the Limited Warranty, KB Solar will notify the buyer accordingly and will explain the reason why such coverage is not available. See Warranty Exclusions.

If KB Solar determines that the reported defect is eligible for coverage under the Limited Warranty, KB Solar will notify the buyer accordingly, and KB Solar may, at its sole discretion, take any of the following actions:



- Repair the Product at KB Solar’s facilities or on-site.; or
- Issue a credit note for the defective Product in an amount up to its actual value at the time the buyer notifies KB Solar of the defect, as determined by KB Solar, for use toward the purchase of a new Product; or
- Provide the buyer with replacement units for the Product. When replacement Products are sent, KB Solar generally sends them within 48 hours. KB Solar may use new, used, or refurbished parts that are at least functionally equivalent to the original part when making warranty repairs. The repaired Product or replacement parts or Product, as applicable, will continue to be covered under the Limited Warranty for the remainder of the then-current Warranty Period for the Product.

In any of the above, KB Solar will determine if the Product should be returned to KB Solar, and if KB Solar so determines, the Return Merchandise Authorization (“RMA”) Procedure will be invoked. When the RMA Procedure is invoked by KB Solar, KB Solar will instruct the buyer how to package and ship the Product or part(s) to the designated location. KB Solar will bear the cost of such shipment; upon receipt of the Product or part(s), KB Solar will, at its expense and sole discretion, either repair or replace the Product or part(s)

KB Solar will deliver the repaired or replaced product or part(s) to the buyer at the buyer’s designated location in the USA, Canada, and Mexico.

KB Solar will bear the cost of such shipment, including shipping and customs (where applicable), and the buyer will bear any applicable value-added tax. KB Solar may elect to ship replacement Product(s) and/or part(s) prior to receipt of the Product and/or part(s) to be returned to KB Solar as per the above.

All costs, including, without limitation, labor, travel, and boarding costs of KB Solar service personnel or others that are incurred for labor relating to repairs, uninstalling, and reinstalling of Products on-site, as well as expenses related to the buyer’s employees and contractors repair or replacement activities, are not covered by the Limited Warranty and, unless otherwise agreed in writing in advance by KB Solar, will be borne by the buyer.

Warranty Exclusions

The Limited Warranty does not apply to components that are separate from the Products, ancillary equipment, and consumables, such as, for example, cables, cable holders, fuses, wires, and connectors, whether supplied by KB Solar or others. Some components may carry their own manufacturer warranty. See the product datasheet for more details.

This Limited Warranty will not apply if (a) the buyer is in default under the General Terms and Conditions of sale or any other Agreement governing the purchase of the Product, or (b) the Product or any part thereof is:

- Damaged as a result of misuse, abuse, accident, negligence or failure to maintain the Product;
- Damaged as a result of modifications, alterations, or attachments thereto which were not pre-authorized in writing by KB Solar;
- Damaged due to the failure to observe the applicable safety regulations governing the proper use of the Product;
- Installed or operated not in strict conformance with the KB Solar Installation Manual, including, without limitation, not ensuring sufficient ventilation for the Product as described in the KB Solar Installation Manual;
- Opened, modified, or disassembled in any way without KB Solar’s prior written consent;
- Used in combination with equipment, items, or materials not permitted by the KB Solar Installation Manual or in violation of local codes and standards;
- Damaged as a result of improper site preparation or maintenance or improper installation;
- Damaged or rendered non-functional as a result of power surges, lightning, fire, flood, pest damage, accident, action of third parties, theft, direct exposure to seawater, or other events



- beyond KB Solar's reasonable control or not arising from normal operating conditions; or
- Damaged during or in connection with shipping or transport to or from the buyer where the buyer arranges such shipping or transport.
 - Cosmetic or superficial defects, dents, marks, or scratches that do not influence the proper functioning of the Product.
 - Any Force Majeure Event (as defined below);
 - The buyer will be entitled to make claims under this Limited Warranty ("Warranty Claims") only if the Customer has provided documented evidence sufficient to prove that the malfunctioning or non-conformity of the Product resulted exclusively.
 - A power or voltage surge caused by the Buyer or any party or event not within KB Solar's control, including a grid supply voltage outside of the standard range specified by the Utility
 - Buyer's breach of this Agreement, including being unavailable to provide access or assistance to KB Solar in diagnosing or repairing a problem or failing to maintain the System as stated in the Solar Operation and Maintenance Guide;

THE LIMITED WARRANTIES SET OUT HEREIN ARE THE ONLY EXPRESS WARRANTIES MADE IN CONNECTION WITH THE PRODUCTS AND ARE IN LIEU OF ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED BY THE BUYER FROM KB SOLAR, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Claims by the buyer that go beyond the warranty terms set out herein, including claims for compensation or damages, are not covered by the Limited Warranty insofar as KB Solar is not subject to statutory liability. In such cases, please contact the company that sold you the Product. Eventual claims in accordance with the law on product liability remain unaffected.

Coverage under the Limited Warranty is subject to the buyer complying with the foregoing notification requirements and cooperating with KB Solar's directions. KB Solar's sole obligation and the buyer's exclusive remedy for any defect warranted hereunder is limited to those actions expressly stated above. Such actions are final and do not grant any further rights, in particular with respect to any claims for compensation.

Unless otherwise specified in an executed Agreement with KB Solar, the Limited Warranty and related provisions set out herein are subject to KB Solar's General Terms and Conditions, including, without limitation, the provisions thereof, which relate to the disclaimer of warranties, limitation of liability and governing law and jurisdiction.

Products Covered and Warranty Period

Photovoltaic Module Workmanship Warranty - for a period of twelve (12) years commencing on the earlier of (i) shipped from KB Solar LLC, and (ii) the installation of the Photovoltaic Modules.

Photovoltaic Module Linear Warranty - Power Output Warranty (performance warranty) for thirty (30) years commencing on the earlier of (i) shipped from KB Solar LLC, and (ii) the installation of the Photovoltaic Modules.

Products Warranty Explanations

Workmanship Warranty Clarification (Product Defect) – Product Warranty is subject to the terms and conditions in this Limited Warranty. KB Solar LLC warrants to the Customer for a period of twelve (12) years following the Warranty Start Date that the Product, when installed, used, and serviced under normal operating conditions and in accordance with KB Solar Module Installation Manual provided by KB Solar, Installer or Distributor will be free from any defects in materials and workmanship that have a significantly negative effect on the power output of the Product (collectively, "Product Defect").



The Product Warranty does not warrant a specific power output of the Product, which shall be exclusively covered under the Performance Warranty in Section herein. Product Defects do not include any cosmetic changes or other changes in the Q CELLS Modules' appearance, including but not limited to any color changes, mold, and normal wear and tear.

Performance Warranty Clarification: - Performance Warranty is subject to the terms and conditions of this Limited Warranty, KB Solar warrants to the Customer that the Product is manufactured to:

- Produce a power output of at least ninety-eight percent (97 %) of the minimum power output specified in the applicable module datasheet during the first twelve (12) months following the Warranty Start Date; and
- Have a yearly maximum decrease (or degradation) of power of not more than fifty-four hundredths of one percent (0.54 %) from start of the second (2nd) twelve (12)-month period following the Warranty Start Date until the end of such twelve (12)-month period, and repeated for each successive twelve (12)-month period until the thirtieth (30th) anniversary of the Warranty Start Date, (collectively, "Performance Warranty").

A performance warranty is typically measured against a fixed percentage of the standard test condition DC output. For example, the KB Solar Module is currently manufactured to have a minimum power output of eighty-five percent (82 %) of the minimum power output specified in the applicable module datasheet at the end of the term of this Limited Warranty. Failure to meet the Performance Warranty is defined herein as a "Performance Defect." In the event of a Performance Defect claim, the power output of any KB Solar Modules shall be measured by a certified electrician under the Standard Test Conditions ("STCs") defined in the IEC standards EN 61215 and 60904-3 in effect as of the Warranty Start Date.

Force Majeure

If KB Solar LLC is unable to perform all or some of its obligations under this Agreement because of a Force Majeure Event, KB Solar will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- a) KB Solar LLC, as soon as is reasonably practical, gives the Owner notice describing the Force Majeure Event;
- b) KB Solar LLC's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event; and
- c) No KB Solar LLC obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition, or circumstance beyond the control of and not caused by KB Solar LLC's or the Owner's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery, or acceptance of electricity due to: an act of God; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slowdown, or lockout; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products; and failure of equipment not utilized by KB Solar LLC or under its control.