

Warranty Statement

LIMITED WARRANTY FOR STEALTHENERGY™ PHOTOVOLTAIC TILE AND MODULES
INFINITY INNOVATIONS LTD

Subject to the conditions, exclusions and limitations set forth below, Infinity Innovations Ltd (“II”) hereby grants the following Limited Warranty for PV Modules (collectively, the “Limited Warranty”) to the original end user purchaser installing (for its own use) (the “Customer”) any of the specified (and no other) brand models of solar photovoltaic modules listed below (the “Product(s)”):

1. Warranted Products

Caymax XS xx-36M (85-100W)

Caymax XS xxx-36M (130-160W)

Caymax XS xxx-48M (175-210W)

Caymax XS xxx-54M (195-240W)

Caymax XS xxx-60M (220-265W)

Caymax XS xxx-72M (170-200W)

Caymax XS xxx-72M (260-315W)

Stealth XT xx-12M (45-50W)

2. 10 Year Limited Product Warranty

II warrants the Product(s) to be free from serious visual defects in materials and workmanship which defined in IEC61215, IEC61730, UL1703 or cause abnormal power output under normal application and use, installation and service conditions as specified in II’s installation manual for a period of ten (10) years from Warranty Start Date(as defined below). Claims under this warranty will be honoured only if the Customer can provide the proof that there is serious visual defects results exclusively from defects in materials or workmanship or cause abnormal power output occurred during the ten-year period of this warranty under normal application, use, installation and service conditions specified in II’s installation manual.

This Limited Warranty does not warrant a specific power output, which shall be exclusively covered under clause 3 hereinafter (“Limited Power Warranty”).

3. 25 Year Limited Power Output Warranty

- A. Under normal application, use, installation and service condition as specified in II’s installation manual, II warrants that within a period of twenty-five (25) years after the Warranty Start Date,
- Polycrystalline Products: within the first year, the output power shall not be less than 97.5 % of the minimum output power in II’s product datasheet, thereafter the loss of output power shall not exceed 0.7% per year, ending with 80.7% in the 25th year.
 - Monocrystalline Products: within the first year, the output power shall not be less than 96.5 % of the minimum output power in II’s product datasheet, thereafter the loss of output power shall not exceed 0.68% per year, ending with 80.18% in the 25th year.
- B. B. The DC power of a Product shall be tested at Standard Test Conditions (STC) by the third party accredited by II which are: [a] light spectrum of AM 1.5, [b] an irradiation of 1,000 Watts per square meter and [c] temperature of 25±2 degrees Centigrade. The measurements are carried out at the junction box terminals per the calibration and testing standards of II valid at the date of manufacture of the PV Modules in accordance with IEC61215 and IEC61836. The extended measurement uncertainty 2σ (Pmpp) is $\leq \pm 2.5\%$.
- C. C. The remedies set forth in Clause 7 are the sole and exclusive remedies provided under the limited Warranty.

Customers shall notify II or its authorized resellers in writing within 30 business days after the date when the malfunction or defects provided under this warranty have been found.

4. Warranty Start Date

The Warranty Start Date shall be defined as the date of installation or 90 (ninety) days after the delivery by II, whichever date is earlier.

5. Not Independent Warranties

The Customer has the right to pursue claims under each of the warranties set forth above; provided, however, that if claims arise under multiple limited warranties from a single incident, then if II remedies such incidents as set forth above, II shall be deemed to have resolved all applicable warranty claims arising from such incident.

6. Exclusions and Limitations

- A. Warranty claims shall be filed in writing to II or its authorized distributors within the applicable warranting period, without exception.
- B. The Limited Warranty does not apply to any Products which have been subjected to:
 - (1) Alteration, repair or modification without the expressed, prior written consent of II.
 - (2) Removal of Product(s) and reinstallation at a new site.
 - (3) Non-observance of II's Installation and User Manual. Particularly in the installation and maintenance, the products are subject to violent collision and trampled by the operator, and the back surface of products are collided, scratched or squeezed.
 - (4) Misuse, abuse, neglect, or accident in storage, transportation, handling, installation, application, use or service.
 - (5) Electrical surges, lightning, flood, fire, vandalism, tampering, accidental breakage, mold discoloration, or other events beyond II's control, including without limitation any technological or physical event or condition that is not reasonably known or understood at the time the Customer purchased the Products.
 - (6) Installation on mobile platforms or in a marine environment; direct contact with corrosive agents or salt water; pest damage; or malfunctioning PV system components and other operating conditions, which are not expressly allowed in the Installation and User Manual.
 - (7) Alteration, removal or obliteration of the original Product label.
- C. Warranty claim will not be honoured if the type or serial number of the module(s) have been altered, removed or made illegible.
- D. This "Limited Warranty for PV Modules" only applies for the conforming products.
- E. Any additional Products provided, and any Product repaired or replaced, by II under a warranty claim shall be covered by the same Limited Warranties and terms as the first Products purchased that were the subject of the claim; no warranty periods or terms shall be extended because of a warranty claim or remedy. II shall make commercially reasonable efforts to replace defective Products with new or refurbished Products of the same or similar size and aesthetics but reserves the right to deliver another Product type in the event that II has discontinued production of the Product type that is the subject of the warranty claim provided, that such other Product type is compatible to the Customer's PV System. Replaced Products and parts shall become the property of II.

7. Repair, Replacement or Refund Remedy

- A. If a Product ,under normal application, use and service conditions ,fails to conform to this 10 Year Limited Product Warranty during this ten-year period, as Customer’s sole and exclusive remedy under this Limited Warranty, II will, in its sole discretion, either, with regard to the applicable Products:
- i. refund the Actual Cash Value of the defective Product(s) or the current market price of the relevant new Product(s) , For this purpose the Actual Cash Value is defined as the price at the time of purchase of the Product(s) reduced by an amount equal to 4% of that price per each 365 day period following Warranty Start Date until the conclusion of the twenty-fifth period;
 - ii. repair the defective Product(s) at no charge; or replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge.
- B. If a Product fails to conform to this 25 Year Limited Power Output Warranty during this twenty five year period and if such decrease in power is due to defects in materials or workmanship under normal application, use and service conditions, as Customer’ s sole and exclusive remedy under this Limited Warranty, II will, in its sole discretion, either, with regard to the applicable Products:
- i. repair the defective Product(s) at no charge; or replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge;
 - ii. providing Customer with additional Products to make up for such decrease in power, provided, it is possible for the Customer to mount such additional Products ;or
 - iii. refunding the decrease in power, based on the Actual Cash Value.

In the event that II opts for options A (ii) or B(i) or B(ii), II shall bear all insurance and transportation charges (except air freight), customs clearance and any other costs for returning the defective Product(s) to II and shipping the repaired or replaced Product(s) to Customer. The costs and expenses for their removal, installation or reinstallation shall remain with Customer.

8. Limitation of Warranty Scope

This Limited Warranties 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 II, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by II. II Shall have no responsibility or liability whatsoever for damage or injury to persons or property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the Product(s), including, without limitation, any defects in the module(s), or from use or installation. Under no circumstances shall II be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are therefore specifically but without limitation excluded. II’s liability, if any, in damages or otherwise, shall not exceed the Actual Cash Value of the product(s) which is the subject of claim or dispute. FOR SALES TO U.S. ONLY: SOME STATES IN THE U.S. DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES BY STATE LAW. SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY FOR YOU.

9. Transferability

This warranty is extended to the original end-user purchaser, and is transferable to any subsequent owner of the location or subsequent holder of the product when Product(s) remain at their original installed location upon satisfactory proof of succession or assignment.

10. Obtaining Warranty Performance

- A. In order to obtain warranty service under the Limited Warranty, the Customer should promptly notify II regional customer service center. Together with the notification, the Customer should enclose the evidence of the claim, such as the description of the defect, the complete serial number printed on the module label, the picture of the bar code, a copy of commercial invoice and the delivery date of its Products. Should the Products be returned for inspection, repair or replacement by II, II will provide the customer a Return Merchandise Authorization (RMA). II will not accept the return of any modules without a RMA.
- B. If II determines that the Product is not defective or that a performance deficit is not covered under this warranty, II will return the Product to Customer at Customer's expense and will have no further obligation for the repair, replacement, or refund.

Obtain II customer service:

Address: Infinity Innovations Ltd, Unit 23 - 24, Denholme Business Centre, Halifax Road, Denholme Gate, Bradford, West Yorkshire, United Kingdom, Postcode: BD13 4EN

Telephone: +44 (0)8444 930088

E-mail: customer_service@stealthenergy.co.uk Web: www.stealthenergy.co.uk

11. Force Majeure

II shall not be in any way responsible or liable to the Customer or any third-party for matters arising from any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to fire, flood, blizzard, hurricane, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labor or materials and other events which are out of control of II.

12. Validity

This "Limited Power Warranty for PV Modules" is valid for module(s) dispatched from II between 1st November 2012 and 31 Dec 2014.

Infinity Innovations Ltd,
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Bradford, West Yorkshire,
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