

Limited Warranty for Gamko PV Module(s) 2020-2021

1) Twelve (12) Year Limited Product Warranty

Gamko warrants its Photovoltaic Module(s) (PV Modules), including factory-assembled DC connectors and cables, if any, to be free from defects and/or failure specified for a period not exceeding twelve (12) years from the date of sale as shown in the Proof of purchase to the Buyer.

The Product Warranty for PV Modules(s) covers (Applicable under normal application, installation, use and service conditions):

1) Failure due to defective manufacturing:

- a) Failure due to oxygenation/distortion of aluminum frame;
- b) Cracking of the front glass surface due to foreign objects inside the glass;

Note: This warranty shall not apply to cracking of glass caused by external shock from flying objects or by external stress.

2) Failure due to defective materials:

- a) Failure due to defective or malfunction of the junction factory-assembled cables and male/female connector.

3) Non-conformity to specifications due to faulty production and/or inspection processes.

If PV Module(s) fails to conform to this warranty, Gamko will repair or replace the PV Module(s), at Gamko's sole option.

The remedies set forth in this clause 1 shall be the sole and exclusive remedies provided under the "Limited Product Warranty".

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

2) Guaranteed Peak Power Limited Warranty

12 years

Gamko warrants the power output for PV Modules for a period of twelve (12) years from the date shown in the commercial invoice to the Buyer. If the PV Module(s) exhibits a power output less than ninety one point two percent (91.2%) of the minimum "Peak Power at STC" as specified in Gamko's Product Labels, provided that such loss in power is determined by Gamko to be due to defects in material or workmanship during manufacturing and not due to faulty installation, Gamko will at its sole option replace such loss in power by either providing additional Module(s) to the Customer to make up for such loss in power, or by repairing or replacing the defective Module(s).

30 years

Gamko warrants the power output for PV Modules for a period of Thirty (30) years from the date shown in the commercial invoice to the Buyer. If the PV Module(s) exhibits a power output less than eighty point six percent (80.6%) of the minimum "Peak Power at STC" as specified in Amerisolar's Product Labels, provided that such loss in power is determined by Gamko to be due to defects in material or workmanship during manufacturing and not due to faulty installation, Gamko will at its sole option replace such loss in power by either providing additional Module(s) to the Customer to make up for such loss in power, or by repairing or replacing the defective Module(s).

The remedies set forth in this Clause 2 shall be the sole and exclusive remedies provided under the "Guaranteed Peak Power Limited Warranty".

3) Exclusions and Limitations

All warranty claims must, in any event, be filed within the applicable warranty period.

The "Limited Product Warranties" and the "Guaranteed peak power Limited Warranties" do not apply when:

- 1) The product is improperly installed;
- 2) Defective components in the construction on which the module is mounted;
- 3) The product is subjected to inappropriate handling, including handling during transportation or storage;
- 4) The product is installed in a mobile or marine environment, subjected to improper voltage or power surges, or subjected to abnormal environmental conditions (such as acid rain, salt damage or other pollution);
- 5) Inappropriate maintenance, including maintenance by an unauthorized service technician or non-conformance with Gamko's user manual, is performed on the module;
- 6) The product is subject to external accidents such as fire, explosion, and civil disorder;
- 7) The Product's type, labels, nameplate or module serial number is changed, erased or made illegible;
- 8) Other unforeseen circumstances or causes outside Amerisolar's control including, but not limited to, surges, lightning, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunami snow damage, etc.

The "Limited Product Warranties" and "Guaranteed peak Power Limited Warranty" cover only the transportation cost for reshipment of any repaired or replaced PV Modules(s) to the place of installation, and do not cover any transportation charges for the return of PV Module(s) to Gamko, customs clearance or any other costs related to installation, removal, or re-installation of the PV Module(s).

Warranty claims will be honored only if the product can be identified as being manufactured by Gamko, as indicated by product label, serial number, etc.

4) Limitation of Warranty Scope

Gamko shall not be liable for any incidental, indirect, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded. Gamko's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase value of the PV Module(s) as paid by the Buyer.

5) Obtaining Warranty Performance

This "Limited Warranties for PV Module(s)" are applicable only to Buyer who has purchased the PV Module(s) directly from Gamko.

- 1) An immediate notification shall be filed directly to Gamko. Together with the notification, the Buyer should provide a description of the claim, the corresponding module serial number(s), and Proof of Purchase such as a commercial invoice.
- 2) The return of any PV Module(s) will not be accepted unless prior written authorization has been given by Gamko.
- 3) Any replaced Modules shall become the property of Gamko. Gamko shall have the right to deliver another type of PV Module(s) (different in size, color, shape and/or power) in case production has been discontinued at the time of the claim. The repair or replacement of the PV Module(s) or the delivery with additional PV Module(s) does not cause the beginning of new warranty terms, nor shall the original terms of the "Limited Product Warranties" and the "Guaranteed Peak Power Limited Warranty" be extended.
- 4) This warranty is transferable when product remains installed in the original location.
- 5) Buyer shall notify Gamko immediately after discovery of any claim under this Limited Warranty by letter, facsimile or e-mail specifying each alleged claim including evidence of the claims (photos of defective modules and QC stamps) and the serial numbers of the Product(s) at issue.

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6) Disputes

In case of any discrepancy in a warranty-claim, a test-institute such as Fraunhofer ISE in Freiburg/Germany, TÜV Rheinland in Cologne / Germany, or ASU Arizona State University shall be involved for final judgment. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

7) Validity

This limited warranty for PV Module(s) shall be from December 31, 2019 and shall apply to all PV Module(s) sold to the Buyer after this date. This shall be valid until an updated revision is issued.