

Limited Warranty-Solar Photovoltaic Module

Topco Solar Inc. Or its related company (hereinafter "Topco Solar") generally provides the Warranties set forth herein to the original purchaser and its permitted successors and assigns ("Customer") with respect to any solar photovoltaic module set forth herein sold by Topco Solar under purchase agreements signed **on or after Jan 01, 2023**, ("Module"), subject to the terms and conditions herein (" Limited Warranty"). Topco Solar and Customer may hereinafter be referred to each as a "Party" and collectively as the "Parties" .

Module Type	Limited Product Warranty	Limited Power Guarantee	First Year Degradation	Yearly Degradation	Power Output Guarantee
P Type Poly Single Glass Module	12 Years	25 Years	≤2.5%	~0.70%	≥80.70%
P Type Mono Single Glass Module	12 Years	25 Years	≤2.0%	~0.55%	≥84.80%
N Type Mono Single Glass Module	12 Years	25 Years	≤1.0%	~0.50%	≥87.00%
P Type Poly Double Glass Module	12 Years	30 Years	≤2.5%	~0.50%	≥83.00%
P Type Mono Double Glass Module	12 Years	30 Years	≤2.0%	~0.45%	≥84.95%
N Type Mono Double Glass Module	12 Years	30 Years	≤1.0%	~0.40%	≥87.40%

Blank 1 Definition of Limited Product Warranty and Limited Power Guarantee

1. Terms Definition

1.1. WARRANTY START DATE

Choose the earlier date as the below two options :

- ✓ The date which is one hundred and eighty (180) days following the Module manufacture date;
- ✓ Delivery date of the Module to the original purchaser as per the Incoterms 2020 in agreement of order.

1.2. Standard Test Condition(STC):

- ① Air mass : AM1.5 ;
- ② Irradiance:1000W/m² ;
- ③ Module Temperature : 25°C .

1.3. Nominal Power Output:

"Nominal Power Output (Pmax)" means the original manufactured nameplate specification of the Module, expressed in Watts, as certified by Topco Solar and indicated on the Module, excluding any specified positive tolerance.

1.4. Actual Power Output :

"Actual Power Output " means the power output of modules under standard test conditions and correct any measurement errors in accordance with IEC 61215. The measurement of actual output power shall be verified by Topco Solar Laboratory or a neutral third-party testing institution (hereinafter referred to as the "independent Testing Institution") agreed by Topco Solar and the customer.

1.5. First Year Degradation :

Maximum attenuation rate of actual output power in the first year from the warranty start date .

1.6. Yearly Degradation :

Maximum annual attenuation rate of actual output power from the second year of [warranty start date]to the end of [Limited power warranty life].

1.7. Percentage of power output in the first year :

Topco Solar's output commitment to module power output at the end of the first year from the [warranty start date] as per the blank 1.

$$P_{1^{st} \text{ year}} = 100\% * (1 - 1^{st} \text{ year attenuation rate})$$

1.8. Percentage of power output in the N year :

Topco Solar's output commitment to module power output during the period from the second year after[warranty start date] to the end of [Limited power warranty life].

$$P \text{ the } N \text{ year} = 100\% * (1 - (\text{1st year attenuation rate} + \text{yearly attenuation rate} * (N-1))), 2 \leq N \leq \text{Limited power guarantee life}$$

1.9. Calculation formula of residual theoretical guaranteed power :

Residual theoretical guarantee power \geq Nominal Power Output * (1 - (1st year attenuation rate+ yearly attenuation rate* (N-1))), Remark : $N \cdot 0 \leq N \leq \text{Limited power guarantee life}$

1.10. Limited Product Warranty :

Topco Solar warrants that the Module and its respective DC connector and cables, if all the installation, operation and maintenance can comply with the standard guidelines from Topco Solar, shall be free from product defects in design, materials and workmanship that impair the performance of the Module for the applicable period as set forth in blank 1 start from the Warranty Start Date. Product defects shall not include normal wear and tear, corrosion, musty and color difference.

1.11. Limited power guarantee :

The output commitment of the actual output power of the PV module during the period of [Limited power guarantee life] from the warranty start date : 1st year attenuation rate; yearly attenuation rate; Percentage of power output in the N year. Specific definitions as above section.

From [start date of warranty] to [end of limited power guarantee period], the actual output power shall not be less than the specified percentage of nominal output power (As per Formula 1.9) .

2. Claims and Remedies

2.1. Warranty Claims

2.1.1 Notification of Claims

If Customer believes there has been a breach of the Limited Product Warranty or Limited Power Guarantee (collectively, "Warranties"), then Customer shall promptly, and not later than thirty (30) days after knowledge thereof, provide notice to Topco Solar.

Topco Solar LLC

- Add: 1810 E Sahara Ave Ste 212 #1975 Las Vegas, Nevada 89104, USA
- Web: www.topcosolar.com
- +1 747 216 7784

2.1.2 Proof of claim

Setting forth the following information related to the claim:

- 1) *Party making claim.*
- 2) *Detailed description.*
- 3) *Evidence, including photographs, data and test reports which can be summary into the information registration form of Topco Solar.*
- 4) *Relevant serial numbers, module type and total quantity.*
- 5) *Proof of purchase.*
- 6) *Location of initial installation.*
- 7) *Upon request from Topco Solar, the actual Module(s) allegedly causing the breach.*
- 8) *Any additional evidence reasonably requested by Topco Solar.*

Topco Solar reserves the right to refuse to proceed the relevant claims without any liability if Topco Solar have not got the information as mentioned above.

2.1.3 Verification of claim

Upon receipt of the claim requirements and complete information or documents, Topco Solar will review and evaluate the details of claim. If Topco Solar considers it is necessary, it may request the performance test in the neutral third-party laboratory selected by Topco Solar and approved by Customer. Without Topco Solar's written consent, Topco Solar will not accept returned module samples. The relevant costs and risks (including but not limited to damage and loss of modules samples) shall be borne by the Customer.

For any warranty claims for defective products, the relevant technical and factual disputes shall be decided by the independent testing institution, which must be recognized by both parties. In case of failure to reach an agreement, the testing institution designated by Topco Solar shall be prevailed. In all actual output power measurements, the impacts of test uncertainty should be considered according to IEC 61215.

Topco Solar shall be responsible for all costs incurred by it in connection with the shipment by Customer of a Module pursuant to Section 5(i) hereto and any Independent Testing Lab's services provided pursuant to this Section 5, including shipping, testing services, storage, insurance and any Module destruction incidental thereto; provided, however, Customer shall promptly upon receipt of notice indemnify Topco Solar for all such costs on a dollar-for-dollar basis in the event the Independent Testing Lab is unable to confirm a breach of the Warranties or, if no Independent Testing Lab was utilized, Customer is otherwise unable to establish a breach of the Warranties.

2.2. Warranty Remedies

2.2.1 Warranty Remedies

For the products confirmed by Topco Solar to meet the warranty conditions, Topco Solar has the right to choose any of the following remedies for the performance of the warranty:

- (1) Repair: Topco Solar will determine the plan and repair customer complaint products.
- (2) Replacement: Topco Solar provides free products for replacing customer complaint products, and the actual output power of the replaced products shall not be lower than the theoretical guaranteed power remaining when the customer complaint products are

replaced.

(3) Refund: refund the residual value of the customer complaint products or the value difference corresponding to the difference between the actual output power of the customer complaint products and the residual theoretical warranty power :

(4) Residual value = product price (price per watt) * nominal output power * Residual warranty life/limited product warranty life

A. Value difference = product price at the time of claim determination (price per watt) * (residual theoretical warranty power - actual output power

The price per watt shall be subject to the price provided by Topco Solar.

1) Supplement product: To the power deficiency part, by providing a supplement component to makeup for the power loss part.

2.2.2 Remedies Description

If Topco Solar opts for repair, it shall bear reasonable costs of materials and labor directly related to repair.

All costs and other related expenses incurred in connection with operations related to the removal, repackaging, installation or reinstallation of the complaint modules shall be borne by the Customer, including but not limited to costs incurred in handling solid waste, electronic waste or compliance with environmental regulations. In addition, any additional compliance costs arising from new laws and regulations or industry standards after the product is sold shall be borne by the customer.

Unless otherwise agreed between Topco Solar and the customer, the new products provided free of charge or the products with additional compensation shall be transported by Topco Solar according to the same trade mode and destination as the original sales contract of the products complained by the customer. Insurance premium, freight, customs clearance fee and other reasonable expenses shall be borne according to the original terms of trade. If the replacement component has been discontinued during the claim period, Topco Solar reserves the right to send components of other models, such as different sizes, colors, shapes and powers.

For the complaint products, Customer shall pay its own expenses in accordance with the relevant laws and regulations applicable in the place where the components are located, unless negotiated by both parties. For the complaint products which Topco Solar decides to recall, the ownership of the relevant customer complaint products shall be restored to Topco Solar, and Topco Solar shall bear the transportation costs incurred thereby.

When Topco Solar repairs or replaces products complained by customers or provides compensation products, the corresponding warranty period of the original product will not be extended or renewed. The warranty period of the replaced, repaired and reissued products will be the remaining warranty period of the original product.

2.2.3 Exempted warranty liability

Both parties agree that Topco Solar shall have the right to refuse to proceed the relevant claim and shall not be liable for any of the following circumstances :

1) Failure to make full payment to Topco Solar or its affiliates company.

- 2) Unable to provide purchase vouchers or product information.
- 3) To alter, repair or modify modules without the written consent of Topco Solar or without complying with Topco Solar's written instructions.
- 4) Failed to install according to standard installation instructions for Topco Solar PV modules, such as: Connect two or more strings in parallel connection with Y or T connector without any anti-reverse devices or connect strings into Combiner Box or string inverter without any anti-reverse devices.;
- 5) After installing the products purchased by it or the replaced products from Topco Solar, it moves or reinstalls the products to a location different from the original installation location;
- 6) Misuse, abuse, negligence or accidents occur in the process of storage, transportation, handling, installation, application, use or provision of services for reasons other than Topco Solar;
- 7) Force majeure, power surge, lightning, flood, fire, intentional destruction, tampering, accidental damage or other circumstances beyond the control of Topco Solar cause damage to the products;
- 8) Loaded on a movable platform (as opposed to single-axis or dual-axis trackers) or exposed to the Marine environment, except as specified in special contracts.
- 9) Direct contact with corrosive substances or salt water; Insect infestation; Or the parts of the photovoltaic system fail;
- 10) The model type, nameplate or serial number is altered or cannot be identified;
- 11) Defective construction parts installed;
- 12) Pressurize over maximum system voltage or surge;
- 13) In a manner that infringes the intellectual property rights (including but not limited to patent rights, trademark rights, etc.) of Topco Solar or any third party
- 14) Without the consent of Topco Solar, the products are subsequently sold from the country where Topco Solar first sells to another country (i.e. parallel import is prohibited) ;
- 15) All types of degraded products and products for which the contract expressly provides no warranty.

3. Limits of Liability

The terms of this limited warranty expressly supersede and exclude all other warranties, express or implied, including, without limitation, warranties of merchantability, fitness for a special purpose, use or application, and other obligations or liabilities of the Company, unless other obligations and liabilities are expressly agreed to, signed and accepted by the Company in writing. To the fullest extent permitted by law, Customer understands and agrees that Topco Solar shall not be liable for personal injury or property damage, and shall not be liable for other losses or injuries arising from or related to the Components (including but not limited to any defects of the components, any defects arising from use or installation of the components). Topco Solar shall not be liable for collateral damage, derivative damage or special damage of any kind. Indirect losses

due to the unavailability of the product, including but not limited to loss of profit, loss of production, loss of power generation, loss of business opportunities, loss of goodwill, separate procurement costs, increase in operating costs or loss of revenue are expressly excluded here. If Topco Solar is liable for compensation to customer, the total amount of accumulated compensation shall not exceed the invoice price (excluding tax) of the defective components that customer has paid and Topco Solar has received.

You may have special legal rights in addition to this warranty, and you may have other rights in different countries or regions. This limited warranty does not affect any other special rights you may have. Disclaimers are limited or not accepted in some regions, so the above provisions may not apply to some customers.

4. Assignability

The customer may transfer the rights under this Limited Warranty to a subsequent new Owner upon written notice to the affirmative letter, but the precondition is that:

1. The solar modules remain intact and in the same position at the initial installation site;
2. No remaining arrears or other payables (e.g., liquidated damages) under the sales contract of solar modules;
1. The transfer shall be made as a whole and not in part;
2. The Assignee agrees to be bound by all the terms of this Limited Warranty.

Topco Solar requires that the customer launch the transferring requirements of "Limited Warranty" in writing, and provide reasonable evidence to prove the corresponding ownership succession or transfer within 15 working days after receiving the notice of "Topco Solar" confirming the transferring, otherwise Topco Solar has the right to refuse to handle the relevant claim demand and does not bear any responsibility.

Except as set forth above, this Limited Warranty shall not be assignable, and any assignment not in accordance with this Article shall not be binding on Topco Solar, and Topco Solar shall have the right to refuse to proceed with the related claims without any liability.

5. Governing Law and Settlement of Disputes

Any dispute in connection with this Limited Warranty, including but not limited to disputes concerning the existence, breach or termination of this Limited Warranty, shall be settled in accordance with the mutually agreed dispute settlement method set forth in the pre-signed Sales Contract. In the event of a disagreement in determining liability for a warranty claim, the Customer and Topco Solar hereby expressly agree to entrust a testing authority in the industry to conduct testing, and the testing authority may be invited to participate in determining the final claim. Unless otherwise stipulated in the final judgment or award for dispute settlement in accordance with the sales contract, all expenses incurred in commissioning a third-party testing institution for testing shall be borne by the losing party. Topco Solar reserves the right of final interpretation of

the Limited Warranty.

All disputes in connection with this Limited Warranty shall be referred to the jurisdiction and dispute resolution procedures and locations stipulated in the contract signed by the Customer and Topco Solar.

6. Severability

If any part or provision of this Limited Warranty is held to be invalid, invalid or unenforceable, or the application of such part or provision to certain persons or under certain circumstances is held to be invalid, invalid or unenforceable, such circumstances shall not affect the validity of any other part or provision of this Warranty or the application of this Warranty. In such case, the applicability of other parts or terms of this Warranty shall be deemed to be independent and valid.

7. Other Terms

This Limited Warranty is based on and premised on the contract entered into between Topco Solar and Customer, and shall be incorporated into and bound by the terms of such contract agreement, and the terms of the Limited Warranty may be amended by the parties through contract. Topco Solar reserves the right to amend or update this Limited Warranty at any time without prior notice.

[END OF LIMITED WARRANTY]