

Crystalline Silicon Shingled Module

Limited Warranty

1. Scope

This limited warranty shall Topco Solar LLC. (hereinafter referred to as the "Topco Solar") for the purpose of for personal use and buy installation below rules of crystalline silicon series photovoltaic modules (hereinafter referred to as the "modules") of the end-user (hereinafter referred to as the "buyer"), promises to provide limited warranty as described below (hereinafter referred to as the "limited warranty").

This limited warranty is applicable to Grade A modules, not to degraded or scrapped modules.

2. Warranted Products

2.1 This limited warranty only applies to the following series of shingled photovoltaic modules:

- Shingled single glass photovoltaic modules: 158.75 series, 166 series, 210 series;
- Shingled double glass photovoltaic modules: 158.75 series, 166 series, 210 series.
- The above limited warranty product series are limited to certified series.

3. Commencement Date of Warranty

It will be effective from the day of installation or the 90th day (natural day) after the delivery of the Topco Solar modules, whichever occurs earlier.

4. 15-Years Limited Product Warranty

4.1 Topco Solar warrants that the module will not malfunction or fail to operate due to design, material, process, or manufacturing defects within 15 years from the valid date.

4.2 Defects in module appearance (including but not necessarily limited to bruise, scratch, stain, mechanical wear, rust, mold, etc.) or other changes which occur after the delivery from Topco Solar to the Buyer are not guaranteed in this limited warranty unless defects or changes mentioned above are against the provisions of Article 5, "Limited Warranty on Power Output".

5. Limited Warranty on Power Output

5.1 Topco Solar also undertakes that the loss of power output, conforming to the comparison between the minimum tolerance which is specified in the label of modules and the practical peak value which is figured out under standard Test Conditions (STC).

a) As for single glass modules

25 years limited warranty on Power Output, the first year of power loss will be within 2%, and it will maintain loss within 0.55% annually from the 2nd to the 25th year from the effective date of warranty. The last year of power output is not less than 84.8%.

b) As for double glass modules

30 years limited warranty on Power Output, the first year of power loss will be within 2%, and it will maintain loss within 0.45% annually from the 2nd to the 30th year from the effective date of warranty. The last year of power output is not less than 84.95%.

5.2 The peak power is the maximum power of modules measured under standard test conditions. Standard test conditions are: spectrum AM1.5, light intensity 1000W/m², temperature 25±2°C. Measurements According to IEC 61215, the tests are measured at the junction box terminals. The calibration and test standards for the Topco Solar modules are valid on the date of manufacture of the module. The calibration standards are in accordance with the standards approved by the international organization.

6. Repairs, Replacements, or Refunds

6.1 If a module has a severe appearance defect or a power loss because of itself through analysis exceeding the guaranteed value within limited product warranty or limited power output warranty, or in the case of the buyer's request by the domestic or international well-known third-party testing organization (the buyer and Topco Solar confirmed the choice of the common) identified as Topco Solar module causes, Topco Solar will choose any of the following relief measures:

- a) Topco Solar has the right to choose the net value of the defective modules or the current market module price refunded to the buyer, the so-called defective modules of the net value of the modules purchased at the time based on the first deduction of 16% depreciation, subsequent annual deductions 3.5% depreciation, depreciation is calculated from the date of the warranty, Single glass modules up to 25 years, Double glass modules up to 30 years;
- b) Free repair or replacement of defective modules, and to provide the initial sale of the delivery point of free delivery service, the modules, and parts to be replaced are owned by Topco Solar.

6.2 The above remedies are the sole and exclusive remedies provided by the Topco Solar limited

warranty and shall not be liable for any special, indirect, consequential, incidental, or consequential damages (including loss of production, loss of profits, loss of goodwill, loss of business reputation or delay losses), the provisions of this exclusion apply irrespective of whether the claim for loss is based on a contract, assurances, negligence, or strict liability.

6.3 If Topco Solar chooses to take remedial measures for free repair or replacement of defective modules, Topco Solar undertakes insurance, transportation (other than air transport), customs clearance and other related expenses arising from the return of defective modules to Topco Solar and transportation of repaired or replaced modules to the buyer. The buyer may refund the defective modules to Topco Solar after the written consent of Topco Solar. If the buyer prepaid the above-mentioned expenses, the buyer shall provide the invoice to Topco Solar for the related expenses, and Topco Solar shall pay the cost to the buyer; Topco Solar does not accept any returned defective modules without the written consent of Topco Solar. If, at the time of the claim, Topco Solar has ceased to produce modules of the same type as the defective module, Topco Solar may provide other types of modules that meet the requirements of the purchaser module. All costs incurred during the removal or installation of the modules are at the buyer's option.

6.4 Topco Solar repair or replacement defective modules, limited product warranty and limited power output warranty is not extended or renewed, the warranty period for repair or replacement modules is the warranty period remaining for the buyer to purchase the module.

6.5 The buyer is entitled to claim under the terms of the warranty, if a problem with a few claims, Topco Solar in accordance with the provisions of a compensation, that is resolved as a result of this problem arising from all applicable claims.

7. Liability Exemption and Limitation

Limited Warranty above shall not be applied to these products under any circumstances as follows:

- 1) No payment received by Topco Solar;
- 2) Only Grade A modules (not including Grade S1, Grade S2 and the Scrap) shall be guaranteed.
- 3) Failure to comply with all requirements of the Topco Solar Installation Manual;
- 4) The type, nameplate, or bar code of the module is altered, erased or unable to be recognized (except results caused by any act or omission of Topco Solar);
- 5) The installation location or operating conditions of the modules are not within the scope specified in the Topco Solar Installation Manual and are not approved in writing by Topco Solar. Such as the installation on vehicles, ships, and other mobile platforms, or in the ocean, desert, and other environments;
- 6) The building where the module is placed is defective;
- 7) The module is subject to any of the following conditions: intentional destruction,
- 8) unauthorized modification, connection and opening, the repair with unauthorized spare parts, accidents, chemical effects, etc. and other events which beyond the reasonable control of Topco Solar;

- 9) Pressure exceeds the maximum system voltage or surge;
- 10) The usage of modules is in a manner that infringes Topco Solar or intellectual property of any third-party rights (such as patents for inventions, trademarks), imports in parallel;
- 11) The service of modules is considered that it's provided by unqualified technicians according to the relevant laws and regulations of installation.

8. Claims Procedure, Notice Period, Warranty Performance

8.1 When any claim on Limited Warranty shall be founded, please notice Topco Solar or its authorized distributor(s) in writing with claims, description of defective modules, bar code and nameplate picture, a copy of the commercial invoice and the module delivery date. Topco Solar customer service center contact information:

Topco Solar LLC

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

8.2 Any claim for the Limited Warranty must be made within 30 days (natural day) from the date on which the breach is found.

8.3 In case of any dispute in terms of warranty-claims, a first-class domestic or international testing institute shall be entrusted by both parties upon mutual consents in order to provide third party verification and comments which are final, decisive, binding and compulsory in accordance with procedure mentioned in Limited Warranty. All fees and expenses shall be borne by the party that demanded such verification procedure, unless otherwise agreed.

8.4 If the result of the ruling is a defect in the Topco Solar module, it is covered by this limited warranty, Topco Solar shall be compensated in accordance with article 6 of the remedies; If the result of the ruling is a defect of the Topco Solar module, which does not fall within the scope of this limited warranty, Topco Solar does not bear any compensation, including but not limited to insurance, transportation, customs clearance and any other charges incurred for the return of defective modules, and no obligation to repair, replace or refund defective modules.

8.5 When warranty period found that is not due Topco Solar module's defects or module beyond the warranty period need for repair and replacement, the buyer may contact the Customer Service Center, advisory the cost of modules associated repair services.

9. Transfer of Rights

This Limited Warranty is applied to the original end user and the product remains to be installed at the original site, and on the other hand the warranty shall be adapted to subsequent owners when the owner holds a legal certification of inheritance or transfer.

10. Severability

If a section, provision or clause of this Warranty, or the application thereof to any person or circumstance, is held invalid, void, or unenforceable, such shall not affect and thus shall leave all other sections, provisions, clauses, or applications under this Warranty severable, and therefore validly binding.

11. Force Majeure

For any unforeseen events due to fire, flood, blizzard, hurricane, lightning, public policy changes, terrorism, war, riots, strikes, lack of appropriate or sufficient labor, materials, or production capacity, technical or physical events, and Topco Solar 's uncontrollability Force majeure, such as incidents, caused Topco Solar to fail to perform or delay the performance of its obligations under this limited warranty. Topco Solar shall not be liable to the buyer or any third party in any way.

12. Miscellaneous

The terms of this Limited Warranty are conditioned upon their incorporation in a contractual agreement between Topco Solar and Customer, and when incorporated to such contractual agreement, this Limited Warranty shall be subject to the terms thereof and subject to modification when incorporated therein. Topco Solar reserves the right to modify or update this Limited Warranty at any time, with or without notice.