

## **LIMITED WARRANTY STATEMENT PHOTOVOLTAIC MODULE PRODUCTS TOPHIKU SERIES**

For the photovoltaic solar module products of the following module types delivered under the sales contract or purchase order entered into by CS Power Systems Inc. (hereinafter referred to as "CSPS") on and after January 1, 2026, CSPS will provide warranty in accordance with this LIMITED WARRANTY STATEMENT PHOTOVOLTAIC MODULE PRODUCTS TOPHIKU SERIES (hereinafter referred to as "Limited Warranty Statement").

This Limited Warranty Statement applies only to the following module types ("Products") of CSPS: CS6.1-54TM-XXXH, CS6.2-48TM-H-XXXH, "XXX" in the aforementioned module type denotes the rated output of the module (Pmax), for example "CS6.1-54TM-450H".

This Limited Warranty Statement applies only to Products sold and installed in the United States of America.

### **TWELVE (12) YEAR LIMITED PRODUCT WARRANTY**

Subject to the limitations & exclusions contained herein, CSPS warrants to the original buyer (the "Buyer") of the Products listed above that, for twelve (12) years after the Warranty Start Date, the Products shall be free from defects in materials and workmanship which have an adverse effect on Products functionality under normal application, installation, use, and service conditions as specified in CSPS's standard product documentation such as the installation manual and its annexes.

Claims under the above warranties will only be accepted if the Buyer can prove that the malfunctioning or non-conformity of the Products results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in CSPS's standard product documentation. This Limited Product Warranty does not warrant a specific power output of the Products, which shall be exclusively covered under the Limited Performance Warranty elaborated below.

### **TWENTY-FIVE (25) YEAR LIMITED PRODUCT WARRANTY**

For the specified products listed below and in below specified conditions, the limited product warranty period is 25 years. All the limitations and exclusions and other considerations included in this Limited Warranty Statement still apply.

#### **Rooftops installation only:**

- CS6.1-54TM-XXXH (All-Black)
- CS6.2-48TM-XXXH (All-Black)

### **THIRTY (30) YEAR LIMITED PERFORMANCE WARRANTY**

CSPS warrants that, for a period of thirty (30) years from the Warranty Start Date, all products listed in this warranty will maintain a level of performance as set forth below:

- During the first year, CSPS warrants the actual power output of the Products will be no less than 99% of the labeled power output.
- From year 2 to year 30, the actual annual power decline will be no more than 0.4%; by the end of year 30, the actual power output will be no less than 87.4% of the labeled power output.

The actual power output of the Products shall be determined for verification using Standard Testing Conditions only. Testing measurement uncertainty shall be taken into account and applied to all actual power output measurements.

## **WARRANTY START DATE**

The foregoing "LIMITED PRODUCT WARRANTY" and "LIMITED PERFORMANCE WARRANTY" are respectively and jointly referred to as "limited warranty" or "warranty". The Warranty Start Date shall be the day after the completion of the first installation of the Products or 90 days after the delivery (Incoterms of 2020) of the Products to the Buyer, whichever date is earlier.

The warranty period is calculated based on calendar years. For example, the first year of the warranty period is from the Warranty Start Date to the 365<sup>th</sup> day, and so on.

## **EXCEPTIONS**

The limited warranties set forth herein **DO NOT** apply to any Products: 1) for which CSPS has not received all or part of the due payments from the Buyer; 2) unable to provide the purchase proofs, Products information and other information or materials that can prove the claim is valid; 3) which have been subject to negligence in transportation, handling, storage or use; 4) which have been repaired without CSPS's authorization or in any way tampered with; 5) which have been subject to extraordinary hot, salt or chemical exposure; 6) which have been subject to improper installation, application, alteration or unauthorized service according to the local laws and regulations or CSPS's standard product documentation, or improper system design which caused constant shading or external stress to the Products; 7) which have been subject to power failure or surges, flood, fire, direct or indirect lightning strikes, accidental breakage, vandalism, explosions, acts of war, or other events outside CSPS's control; 8) which have been moved from its original installation location; 9) third party components that are connected with the Products or the components of the construction on which the Products are mounted have defects; or 10) installed on mobile units (except photovoltaic tracking system), such as vehicles.

In addition, the limited warranties do not apply to any deterioration in the appearance of the Products (including, without limitation, any scratches, stains, rust, discoloration, or mold) or any other changes to the Products in appearance stemming from the normal wear and tear over time of product materials. Also, no warranty claim may be made if the product label, type or serial number of the applicable Products has been altered, removed or made illegible.

## **REMEDIES**

In respect of the Twelve (12) Year Limited Product Warranty, if CSPS verifies in its reasonable judgment that the Products fail to conform to the terms of the Limited Product Warranty set forth herein, CSPS, at its option, will provide one of the following remedies: 1) repair the Products; 2) replace the Products with new products whose labeled power wattages equal to or exceed the Warranted Wattages of replaced Products (the Warranted Wattages is defined as the labeled power wattages of the Products minus the permissible accumulated degradation); or 3) provide a refund of the fair market value of the Products assessed based on the Warranted Wattages at the time of claim.

In respect of the Thirty (30) Year Limited Performance Warranty, if CSPS verifies in its reasonable judgment that the Products fail to conform to the terms of the Limited Performance Warranty set forth herein, CSPS, at its option, will provide one of the following remedies: 1) repair the Products; 2) replace the Products with new products whose labeled power wattages equal to or exceed the Warranted Wattages of replaced Products; 3) provide additional Products to make up the wattage difference between the actual measured power output wattages at the time of claim and the Warranted Wattages; or 4) provide a refund of the fair market value of the wattage difference between the actual measured power output wattages at the time of claim and the Warranted Wattages.

All remedies under this limited warranty statement shall be calculated based upon the Warranted Wattages of the Products at the time of first reporting of the warranty claim.

CSPS will not accept any return of Products without CSPS's prior authorization. Once accepted, CSPS will cover reasonable transportation costs (except for insurance, any taxes, duties, demurrages, or any other costs and expenses related to custom clearance or Buyer's failure to cooperate) for shipping the Products under a claim back from the Buyer to a designated location of CSPS, and for shipping the additional, repaired or replacement Products to the original installation location. If CSPS opts for repair as the remedy, CSPS shall cover reasonable material and labor costs related to the repair. In any event, the costs and expenses for the removal, installation, and/or reinstallation of the Products, including fees, levies, taxes or other financial duties due in relation to any applicable electronic waste disposal regulation, shall remain with the Buyer, unless otherwise agreed to by CSPS in a signed writing. CSPS will not pay any cost of any fees, levies, taxes or other financial duties imposed on the remedies implemented by CSPS or imposed on the Products subject to such remedies, that are due to regulatory, government or judicial decisions not existing at the time of purchase of the affected Products.

Any repair or replacement of the affected Products shall not increase the applicable warranty period. The warranty period for replaced or repaired Products is the remainder of the warranty for the affected Products. CSPS reserves the right to deliver a similar product (of similar size, color, shape, and/or power output) in replacement of the affected Products if production of the affected Products is discontinued or such product is otherwise unavailable. Unless instructed by CSPS otherwise, Buyer shall dispose of Products in accordance with all local applicable regulations on electronic waste treatment and disposal at its own cost. Products having been replaced shall not be sold, reworked or reused in any way, unless expressly authorized by CSPS.

**EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE FOREGOING REMEDIES STATE CSPS'S SOLE AND EXCLUSIVE OBLIGATION AND THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTIES.**

## **CLAIM PROCESS**

If the Buyer believes that it has a justified claim covered by the limited warranties set forth above, then the Buyer shall submit such claim in writing without undue delay, with supporting information including but not limited to the claimed quantity, serial numbers, purchasing invoices and proofs, to CSPS within the applicable warranty period specified above to the following address, or such future address as CSPS may provide from time to time:

CS Power Systems Inc.  
Customer Service Department  
1350 Treat Blvd. Suite 500, Walnut Creek, CA 94597,  
USA  
Tel: +1 855 315 8915  
E-mail: [service.ca@CSPowertech.com](mailto:service.ca@CSPowertech.com)

Upon receipt of such written claim, CSPS may seek further verification of the Buyer's claim of a breach of one of the foregoing limited warranties. If it is necessary to send the Products to a third-party testing institute for verification, the testing institute shall be ISO/IEC 17025:2017 accredited and mutually agreed in advance.

## **WARRANTY ASSIGNMENT**

This Limited Warranty is transferable to a party taking legal title to the Products, provided that the Products remain installed in their original installation location.

## **DISPUTE RESOLUTION**

In case of any dispute related to warranty claims, such dispute shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the applicable purchase agreement between the Buyer and CSPS.

## **FORCE MAJEURE**

Force majeure refers to unforeseeable, unavoidable and insurmountable objective conditions, including but not limited to war, riot, strike, epidemic situation, quarantine, traffic control and other social events; Natural disasters such as earthquake, fire, flood, snowstorm, hurricane, thunder and lightning, etc.; Or due to the lack of appropriate or sufficient labor force, shortage of raw materials or inability in production capacity, technology or output; Or delay caused by national laws, regulations, administrative rules or orders, and any unforeseen events beyond the control of CSPS.

Due to the occurrence or continuation of force majeure, CSPS may be unable to perform or may have delays in performing its obligations under this limited warranty statement. In this case, CSPS's obligations to perform will be wholly or partly excused according to the relevant applicable laws or contracts with the Buyer. However, CSPS shall timely inform the Buyer of the occurrence of force majeure and negotiate with the Buyer to take necessary measures to minimize the impact of force majeure.

## **NOT INDEPENDENT WARRANTIES**

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

## **DISCLAIMERS**

THE LIMITED WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, AND ALL OTHER OBLIGATIONS ON THE PART OF CSPS UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY CSPS. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS.

## **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CSPS HEREBY DISCLAIMS, AND 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 ANY OF ITS PRODUCTS OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL CSPS BE LIABLE TO THE BUYER OR TO ANY THIRD PARTY FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE PRODUCTS, EVEN IF CSPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CSPS'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO CSPS BY THE BUYER FOR THE PRODUCT IN THE CASE OF A WARRANTY CLAIM.

THE BUYER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE PRODUCTS WOULD BE SUBSTANTIALLY DIFFERENT.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU IN THOSE AREAS.

**NOTE**

The installation and handling of PV Products requires professional skills and should only be performed by qualified professionals. Please read the safety and installation instructions before using the Products.