

Limited Warranty

1. **Limited Product Warranty** – Five Years Repair or Replacement for modules 85 watts and above; and Two Years Repair or Replacement for modules under 85 watts. Trans-Canada Energies will warrant its Enerwatt EWS series Photovoltaic modules, including replaceable MC connector cable assemblies (when applicable), to be free from defects in materials and workmanship under normal application, installation, use and service conditions. If the PV modules fail to conform to this warranty, then for a period ending sixty (60) or twenty four (24) months (depending on model) from date of sale to the original end-Customer ("the Customer"), Trans-Canada Energies will, at its option, either repair or replace the product. The repair or replacement remedy shall be the sole and exclusive remedy provided under the limited product warranty and shall not extend beyond the month period set forth herein. This limited product warranty does not warrant a specific power output, which shall be exclusively covered under clause number two (2) "Limited Rated Power Warranty".

2. Limited Rated Power Warranty - Limited Remedy

A. 15 years

For EWS series PV modules under 85 watts, Trans-Canada Energies additionally warrants:

If, within a period of fifteen (15) years from date of sale to the Customer, any PV module exhibits a maximum power output less than 80% of the minimum Rated Power as specified on the product label, Trans-Canada Energies will either repair or replace the defective PV module.

B. 30 years

For EWS series PV modules 85 watts and above, Trans-Canada Energies additionally warrants:

If, within a period of thirty (30) years from date of sale to the Customer, any PV module exhibits a maximum power output less than 80% of the minimum Rated Power as specified on the product label, Trans-Canada Energies will either repair or replace the defective PV module.

The remedies set forth in this clause two (2) shall be the sole and exclusive remedies provided under the Limited Rated Power Warranty.

3. Exclusions and limitation

- A. Warranty claims must in any event be filed within the applicable warranty period.
- B. The Limited Warranties do not apply to any PV modules which in Trans-Canada Energies absolute judgment have been subjected to:
 - Misuse, abuse, neglect or accident;
 - Alteration, improper installation or application;
 - Non-observance of Trans-Canada Energies' installation users and maintenance instructions;
 - Repairs or modifications by someone not qualified;
 - Power failure surges, lightning, flood, fire, accidental breakage or other events.
- C. The Limited Warranties do not cover any transportation costs for return of the PV modules, or for reshipment of any repaired or replaced PV modules, or cost associated with installation, removal or reinstallation of the PV modules.
- D. Warranty claims will not be honored if the nameplate or serial number of the PV modules have been altered or removed.

4. Limitation of Warranty Scope

The limited warranties 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 Trans-Canada Energies, unless such other warranties, obligations, or liabilities are expressly agreed to in writing, signed and approved by Trans-Canada Energies. Trans-Canada Energies 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, including, without limitation, any defects in the module, or from use or installation. Under no circumstances shall Trans-Canada Energies be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, loss of revenue, are therefore specifically and without limitation excluded.

5. Obtaining Warranty Performance

If the Customer feels that he has a justified claim covered by this Limited Warranty, he must immediately notify (a) the dealer who sold the PV modules, or (b) any authorized Trans-Canada Energies' distributor, of the claim in writing, or (c) send such notification to Trans-Canada Energies directly. Together with the notification, the Customer should enclose evidence of the date of sale on which the solar products have been purchased. If applicable, Customer's dealer or distributor will give advice on handling the claim. If further assistance is required, the Customer is invited to write to Trans-Canada Energies for instructions. The return of any PV modules will not be accepted unless prior written authorization (RMA) has been given by Trans-Canada Energies.

6. Severability

If a part, provision or clause of the Limited Warranty, or the application there of to any person or circumstance, is held invalid, void or unenforceable, such holding shall not effect and shall leave all other parts, provisions, clauses or applications of this Limited Warranty as valid and enforceable, and to this end such other parts, provision, clauses or application of this Limited Warranty shall be treated as severable.

7. Disputes

No action, regardless of form, arising out of or in anyway connected with this Limited Warranty, may be brought by the Customer more than one (1) year after the cause of action has accrued. **THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS.**

8. Various

The repair or replacement of the PV modules does not renew the warranty terms, nor shall the original terms of the Limited Warranty be extended. Any replaced PV module shall become the property of Trans-Canada Energies. Trans-Canada Energies has the right to deliver another type of PV module (different in size, color, shape, and/or power) in case Trans-Canada Energies has discontinued the PV module in question at the time of claim.

9. In the case of force majeure

Trans-Canada Energies shall not be in any way responsible or liable to the Customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to an act of God, war, riots, strikes, unavailability of suitable and sufficient labor, material or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical events or condition which is not reasonably known or understood at the time of the sales of the PV modules or the claim.