

**RG Resource Technologies Limited Warranty**

Revised 01/25/2020

**Applies to the following products:**

Power Panel PVT1

Component only

(Collectively, the "Product")

**1. Limited Product Warranty – Ten (10) Year Repair or Replacement Remedy**

RG Resource Technologies Inc., with offices at 900 South Glaspie Street, Oxford, Michigan 48371-5140 ("RGRTI") warrants that for ten (10) years from the date of delivery, its Products shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. If the Products fail to conform to this warranty, then for a period ending ten (10) years from date of delivery to the original end-customer ("Customer"), RGRTI will, at its option, either repair or replace the product. The repair, replacement remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the ten (10) year period set forth herein. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under clause 2.

**2. Limited Power Warranty**

a) RGRTI additionally warrants: If, within twelve (12) years from date of delivery to the Customer, any Product(s) exhibits a power output less than 90% of the Minimum Peak Power<sup>1</sup> as specified at the date of delivery in RGRTI's Product datasheet, provided that such loss in power is determined by RGRTI (at its sole and absolute discretion) to be due to defects in material or workmanship, RGRTI will replace such loss in power by either providing to the Customer additional Products to make up such loss in power or by repairing or replacing the defective PVT modules, at the option of RGRTI.

b) RGRTI additionally warrants: If, within twenty five (25) years from date of delivery to the Customer any Product(s) exhibits a power output less than 80% of the Minimum Peak Power<sup>1</sup> as specified at the date of delivery in RGRTI's Product datasheet, provided that such loss in power is determined by RGRTI (at its sole and absolute discretion) to be due to defects in material or workmanship, RGRTI will replace such loss in power by either providing to the Customer additional Products to make up such loss in power or by repairing or replacing the defective Products, at the option of RGRTI.

<sup>1</sup> "Minimum Peak Power" = Peak power minus the Peak power tolerance (as specified in RGRTI's Product datasheet). "Peak power" is the power in peak watts that a PV module generates at STC (Standard Test conditions: Irradiance of 1000 W/m<sup>2</sup>, light spectrum AM 1.5g and a cell temperature of 25 degrees C)

### **3. Exclusions and Limitations**

- a) Warranty claims must in any event be filed within the applicable Warranty period.
- b) Warranty claims may only be made by, or on the behalf of, the original end customer or a person to whom title has been transferred for the Products.
- c) The Limited Warranties do not apply to any of the following:
  - 1. Products which in RGRTI's absolute judgment have been subjected to: misuse, abuse, neglect, accident, alteration, improper installation, application or removal (including but not limited to installation, application or removal by any party other than a RGRTI authorized dealer) non- observance of the applicable RGRTI installation, users and/or maintenance instructions; repair or modifications by someone other than an approved service technician of RGRTI; power failure surges, lightning, flood, fire, accidental breakage or other events outside RGRTI's control.
  - 2. Cosmetic defects stemming from normal wear and tear of Product materials.
- d) The Limited Warranties do not cover any transportation costs for return of the Products, or for reshipment of any repaired or replaced Products, or cost associated with installation, removal or reinstallation of the Products.
- e) Warranty claims will not apply if the type or serial number of the PVT modules is altered, removed or made illegible.

### **4. Limitation of Warranty**

Subject to the limitations under applicable law, 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 RGRTI, unless such other warranties, obligations or liabilities are expressly agreed to in writing signed and approved by RGRTI. RGRTI 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 form use or installation. Under no circumstances shall RGRTI be liable for incidental, 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.

RGRTI aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price paid to RGRTI by the customer, for the unit of product or service furnished or to be furnished, as the case may be, which gave rise to the warranty claim.

#### **5. Obtaining Warranty Performance**

If you feel you have a justified claim covered by this Limited Warranty, immediately notify the (a) Installer who sold the Products, or (b) any authorized RGRTI distributor of the claim in writing, or (c) send such notification to RG Resource Technologies Inc., 900 South Glaspie Street, Michigan 48371-5140, directly. In addition, please enclose evidence of the date of delivery of the Product. If applicable, your installer or distributor will give advice on handling the claim. If further assistance is required, please write to RGRTI for instructions. The return of any Products will not be accepted unless prior written authorization has been given by RGRTI.