

Limited Warranty for Photovoltaic Modules Effective Since March 1st, 2020 | Coulee Limited

Congratulations on your purchase of Coulee Limited (Couleenergy) Photovoltaic Modules! You have made an excellent decision in choosing a solar Product that has been made to the highest standards. At Coulee Limited, we believe in providing Products of impeccable quality is our founding principle.

WARRANTY PRODUCTS (THE “PRODUCTS”)

CLM-XXXM-36 SERIES	xxx=165-205W, in increments of 5, 36 cells
CLM-XXXM-48 SERIES	xxx=220-275W, in increments of 5, 48 cells
CLM-XXXM-54 SERIES	xxx=245-310W, in increments of 5, 54 cells
CLM-XXXM-60 SERIES	xxx=275-345W, in increments of 5, 60 cells
CLM-XXXM-72 SERIES	xxx=330-415W, in increments of 5, 72 cells
CLXXXP6-36 SERIES	xxx=005-175W, in increments of 5, 36 cells
CLXXXP6-32 SERIES	xxx=130-150W, in increments of 5, 36 cells
CLXXXP6-48 SERIES	xxx=180-220W, in increments of 5, 48 cells
CLXXXP6-54 SERIES	xxx=220-250W, in increments of 5, 54 cells
CLXXXP6-60 SERIES	xxx=230-285W, in increments of 5, 60 cells
CLXXXP6-72 SERIES	xxx=280-350W, in increments of 5, 72 cells
CLXXXM6-36 SERIES	xxx=005-180W, in increments of 5, 36 cells
CLXXXM6-32 SERIES	xxx=130-160W, in increments of 5, 32 cells
CLXXXM6-48 SERIES	xxx=185-240W, in increments of 5, 48 cells
CLXXXM6-54 SERIES	xxx=230-270W, in increments of 5, 54 cells
CLXXXM6-60 SERIES	xxx=240-335W, in increments of 5, 60 cells
CLXXXM6-72 SERIES	xxx=280-390W, in increments of 5, 72 cells
CLXXXM5-36 SERIES	xxx=005-110W, in increments of 5, 36 cells
CLXXXM5-32 SERIES	xxx=070-095W, in increments of 5, 32 cells
CLXXXM5-60 SERIES	xxx=150-180W, in increments of 5, 60 cells
CLXXXM5-66 SERIES	xxx=160-200W, in increments of 5, 66 cells
CLXXXM5-72 SERIES	xxx=180-220W, in increments of 5, 72 cells

This limited warranty product does not allow for the transportation of goods between continents. It will become null and void if the Product is transferred from the original country of destination after manufacture without prior written permission from Coulee Limited.

1. 12 Year Limited Product

Coulee Limited's Warranty extends to the original end user (the "Customer") in Product's original country of destination that the Products shall be free from defects in materials and workmanship and will perform substantially in accordance with published specification (visit <https://couleenergy.com> for details) and under normal operation, use and service conditions during the period beginning on the earlier of the date the Products were purchased by the Customer or three (3) months from factory dispatch ("the Warranty Start Date") and ends in twelve (12) years after such Warranty Start Date. If a Product fails to conform to this Limited Product Warranty during this 12-year period, Coulee Limited will, at its reasonable discretion, either (a) repair or replace the defective or parts, or (b) provide the Customer with a refund equal to the current market price of a comparable Product at the time of the Customer's claim. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under the 25 Year Limited Power Warranty below.

P.S.: For photovoltaic modules made of sliced cells, the product warranty is shortened to 5 years.

2. 25 Year Limited Power Warranty

Coulee Limited further warrants to the Customer that for a period of one (1) year from the date of first purchase that the power output of the Products will not be less than 97% of the minimum rated power output specified in the applicable Product data sheet at the date of original sale by Coulee Limited.

For each subsequent year from year two (2) to twenty-five (25) from the date of sale Coulee Limited warrants to the Customer that the power output of the Products will not degrade by more than 0.7% per year below the minimum rated power output specified in the applicable Product data sheet at the date of original purchase (the "Power Warranty") and that at the end of the Power Warranty, the warranted Product output will be at least 80.2% of the minimum rated power specified in the applicable Product datasheet.

In the event Product(s) do not satisfactorily meet the said Power Warranty, Coulee Limited, at its sole discretion, will undertake one of the followings:

- a. Repair or replace Products or to provide additional Products at no cost to make up for power loss as determined in the manner stipulates under clause 3.4; or
- b. Pay compensation equivalent to the cost at the date of the claim was made for additional Products required to compensate Excess Power Loss as described in clause 3.4.
- c. If the initially supplied Product type is no longer in production, then Coulee Limited, at its discretion, can provide equivalent Product(s) to compensate for Excess Power Loss. For determination of power degradation, Products shall be tested with a Coulee Limited approved Flasher, and results at STC conditions shall be compared to the power listed on the Product label (measurement tolerance of +/- 3%).
- d. Pay compensation equivalent to the amount calculated based on the Product's original purchase price with a 4% annual depreciation since the date of the first purchase to the date the claim is made. If the Customer fails to provide the original invoice, then the price shall be based upon the then-current per watt market price of a comparable PV module in a similar market.

3. General Conditions, Exclusions and Limitations

- 1) The limited warranties stated herein are in lieu of all other expressed warranty. Except stipulated otherwise by local statutory regulation, Coulee Limited makes no other warranties, express or implied with respect to the Product covered under this Warranty, in no event shall Coulee Limited be liable for direct or indirect, incidental or consequential damages resulting from any defect in Product even if Coulee Limited has been advised of the possibility of such damages or be liable for Product's warranty that EXTENDS BEYOND THE APPLICABLE WARRANTY PERIOD IDENTIFIED IN CLAUSES 1, 2 OR 3 ABOVE. No seller of the Products nor any other person is authorized to make any warranties other than those set forth herein or to extend the duration of the Limited Product or Limited Power Warranties beyond the periods set forth above, on behalf of Coulee Limited.
- 2) Under no condition shall Coulee Limited's liability for non-conforming Product or damages arising out of any defect of the Product exceed the price paid by the customer for the particular Product involved.
- 3) Claims under the Limited Warranty must be received by Coulee Limited within the valid warranty period for the Limited Warranty to be effective. The sales receipt from the first Customer purchase, or other reasonable documentary proof, is required in order to establish the Warranty Start Date. If the customer is unable to provide a sales receipt for a warranty claim, then Product's factory dispatch date shall be the Warranty Start Date. The Limited Warranty extends only to the original Customer and, if and as long as the Products remain installed at the site where they were first installed, any person to whom title to the Products has been transferred ("Claimant").
- 4) Regarding Power Loss Claim under clause 3 of this Agreement, the determination of Excess Power Loss shall be conducting by testing procedures approved by Coulee Limited and, at Coulee Limited's option, tested under the supervision of authorized Coulee Limited personnel but will only apply if power loss is more than 3% during the first (1) year or more than 0.7% per year degradation for years two (2) to twenty-five (25) and which is determined by Coulee Limited to be due to defective materials or workmanship with respect to the Products.
- 5) The Limited Warranty does not apply to any Product (including its cable/fixing) which have been subjected to or any of the following conditions:
 - a) Alteration, repair or modification without the expressed, prior written consent of Coulee Limited.
 - b) Remove Product from its first installed site or reinstallation at a new site.
 - c) Non-observance of Coulee Limited's Installation and User Manual or Product's installation is not carried out by Coulee Limited's certified installer.
 - d) Misuse, abuse, neglect, or accident in storage, transportation, handling, installation, application, use or service, including but not limited to, damage caused to Product due to insufficient, inappropriate or unprotected fixing used in the installation.
 - e) Damage cause by lightning, flood, fire or any other acts of nature. Furthermore, electrical surges, vandalism or other acts of violence and intervention by third parties, tampering, accidental breakage, mold discoloration, conditions arising out of or associated with

- exceeding maximum voltage tolerance, damage arising from exceeding Product's wind or snow load specifications, damage from persons, insects, animals, industrial chemical exposure, glass breakage from impact, damage(s) caused by freezing/low temperature or other events beyond Coulee Limited's control, including without limitation any technological or physical event or condition that is not reasonably known or understood at the time the Customer purchased the Products.
- f) Installation on mobile platforms or in a marine environment, such as if Product is positioned in or on the water; direct contact with corrosive agents or saltwater; pest damage; or malfunctioning PV system components and other operating conditions, which are not expressly allowed in the Installation and User Manual.
 - g) Alteration, removal or obliteration of the original Product label.
 - h) Fading in frame color, weathering of glass coatings, and areas of discoloration around or over individual solar cells or back sheet or on any part of the Products which is attributable to external factors or any other cosmetic change/variation which do not cause power output lower than what is stipulated under the Power Warranty.
 - i) Additionally, this Limited Warranty does not cover glass broken or cosmetic blemishes, including the formation of micro-cracks caused by installation, transportation or due to the normal wear and tear of Products.
 - j) Lastly, any formation of hot spot caused by micro-crack(s), foreign material on the surface of the module, shadow of any kind or any alike obstruction of similar nature which obstructs the flow or the production electricity is exempted under this Limited Warranty.
- 6) Unless otherwise agreed, this Limited Warranty does not cover Product's installation and removal of defective Products, or reinstallation of repaired, replacement or additional Products, or the costs of any of the foregoing; and does not cover any other costs, lost profits or lost revenues associated with the performance or non-performance of defective Products; provided, however, that for accepted warranty claims, Coulee Limited shall be responsible for reasonable costs on a typical local standard associated with transporting defective, repaired, replacement or additional Products from and back to Claimant or other reasonable costs, as deemed necessary by Coulee Limited, associated with reconstitution.
- 7) Any additional Products provided, and any Products repaired or replaced, by Coulee Limited under a warranty claim shall be covered by the same Limited Warranties and terms as the first Products purchased that were the subject of the claim; no warranty periods or terms shall be extended or renewed because of a warranty claim or remedy. The warranty period for the newly replaced or repaired Products is the remainder of the warranty period on the originally replaced/repaired Products. Coulee Limited shall make commercially reasonable efforts to replace defective Products with new or refurbished Products of the same or similar size and aesthetics but reserves the right to deliver another Product type in the event that Coulee Limited has discontinued production of the Product type that is the subject of the warranty claim provided, that such other Product type is compatible to the Customer's PV System. Replaced Products and parts shall become the property of Coulee Limited.

- 8) In no event shall this Limited Warranty apply to any Product with its purchase price not fully remitted to Coulee Limited (including its subsidiaries) by the customer who has obtained the modules from Coulee Limited directly (“Direct Customer”). Coulee Limited may inform the Claimant about the non-payment of the module in question and provide the name and the full address of the Direct Customer who has failed to pay for the said modules.

Notwithstanding, in the event Coulee Limited rejects the claim for reason stipulated in the previous paragraph, the Claimant may deposit the amount not paid by the Direct Customer for the product(s) in question to be enrolled into this Limited Warranty, provided other conditions under this Limited Warranty are also met.

4. Assertion of Claims

- 1) To evoke warranty service, the Customer or other Claimant should promptly contact the seller, agent or installer from which they purchased the Products from, who will then provide instructions and forms for filing the claim. Customer shall provide, including but not limited to, the proof of purchase and fault information such as the serial number of the module in question, picture(s) of the alleged defect(s) and module, explicit description on nature of defect(s) and other information depending on the claim. Coulee Limited will not accept the return of allegedly defective Products unless prior written authorization has been provided by Coulee Limited. Unless otherwise indicated, Products that have been authorized for return by Coulee Limited shall be shipped to a local Customer Service Center as designated by Coulee Limited.
- 2) Notice of the claim must be submitted to the relevant seller/installer or Coulee Limited within six weeks of the occurrence of the alleged defect. Coulee Limited will inspect and verify warranty claims within a reasonable time and notify the Customer of its assessment of the claim.
- 3) If Product is found to be defective and is covered by this warranty, Coulee Limited will, at its sole discretion, do one or more of the following:
 - a) Provide replacement of similar value or quality or refund to the customer base on the current price of a similar module on the market.
 - b) If applicable, to pay installer the maximum amount of \$30 for installing one module and a maximum of \$15 for each additional module arising out of or in connection with the same claim. The said “amount” should include all costs associated with the claim (e.g., labor, material, etc.)

5. Severability

If a part, provision or clause of this “Limited Warranty for PV Products”, or the application thereof to any person or circumstance, is held invalid, void or unenforceable by a competent court, such holding shall not affect all other parts, provisions, clauses or applications of this “Limited Warranty for PV Products”, and such other parts, provisions, clauses or applications of this “Limited Warranty for PV Products” shall be treated as severable.

6. Disputes

In case of any dispute under a warranty claim, the actual power output shall be determined for verification using Standard Test Condition (STC) only and measurement shall either be carried out by

Coulee Limited internally or by a Coulee Limited recognized and appointed third- party testing institute. The laboratory measurement uncertainty will be applied to all actual power measurement results.

7. Limitation of Liability

The Limited Product and Limited Power Warranties set forth herein shall be the sole and exclusive warranties granted by Coulee Limited. They shall be the sole and exclusive remedies available to the Customer or other Claimant for any breach of warranty, express or implied. Provision of remedies, in the manner and for the periods described herein, shall constitute complete fulfillment of all liabilities and responsibilities of Coulee Limited to the Customer and each other Claimant with respect to the Products. In no event shall Coulee Limited be liable for any consequential, incidental, special or punitive damages arising out of the products or their installation, use, performance or non- performance or any defect or breach of warranty, whether based on contract, warranty, negligence, strictly liability or under any legal theory. Damages for loss of use, loss of profits, loss of revenues or loss of production are specifically excluded. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. UNDER NO CIRCUMSTANCES SHALL COULEE LIMITED'S LIABILITY FOR NONCONFORMING PRODUCTS EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PARTICULAR PRODUCTS INVOLVED, PLUS REASONABLE TRANSPORTATION COSTS.

8. Miscellaneous

If any part or provision of this Coulee Limited Product Limited Warranty, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect any other parts, provisions or applications of this Coulee Limited Product Limited Warranty, which shall remain in full force. This Limited Warranty is available in multiple languages. If, for any reason, there is a conflict between the English-language version and any other version, the English-language version shall prevail to the extent that such discrepancy is the result of an error in translation.

9. Legal Rights

This warranty will be governed by the laws of the country of first destination and installation of a Product. It shall exclusively applicable to Product(s) installed in this geographical area.

10. Contacts

Any correspondence with Coulee Limited is to be conducted directly via the following addresses:

Coulee Limited (Headquarters)

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