

# **Zamp Solar Warranty Policy**

Limited Warranty for Zamp Solar Series (M) Monocrystalline PV Modules Solar Charge Controllers and Portable Systems

Zamp Solar Framed Solar panels carry a Limited Peak Power Output Warranty - 25 year repair or replacement.

All products carry a Limited Product Warranty - 5 year repair or replacement.

## 1. Limited Product Warranty-1 Year Repair or Replacement

Zamp Solar, LLC (Zamp) warrants its photovoltaic modules, DC connectors, charge controller, Inverter and cables, to be free from defects in materials and workmanship under normal application, installation, and use and service conditions. If the PV module(s) fail to conform to this warranty, during the period ending twelve (12) months from date of sale as shown in the invoice (sales receipt) to the first consumer customer of the Zamp product ("the customer"), Zamp 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 twelve (12) months period set forth herein. This "Limited Product Warranty" does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter ("Limited Peak Power Warranty").

# 2. Limited Peak Power Warranty-25 Year Repair or Replacement

For the PV-modules (excluding DC connectors, charge controller and cables), Zamp warrants: ten (10) years. If, within a period of ten (10) years from date shown on the invoice to the customer, any PV module(s) exhibits a power output less than 90% of the minimum peak power at standard test conditions (STC1) as specified on Zamp's PV specification label, provided that such loss in power is determined by Zamp (at its sole and absolute discretion) to be due to defects in material or workmanship, Zamp will replace such loss in power by either providing additional modules to the customer to make up for such loss in power, or by repairing or replacing the defective module(s) at the option of Zamp. If, within a period of twenty-five (25) years from the date shown on the invoice (sales receipt) to the customer any PV-module(s) exhibits a power output less than 80% of the minimum peak power at STC1 as specified on Zamp's PV specification label, provided that such loss in power is determined by Zamp (at its sole and absolute discretion) to be due to defects in material or workmanship, Zamp will replace such loss in power by either providing additional modules to the customer to make up such loss in power, or by repairing or replacing the defective PV-module(s) at the option of Zamp. The remedies set forth in this clause shall be the sole and exclusive remedies provided under the Limited Peak Power Warranty.

# 3. Exclusions and Limitations

In any event, all warranty claims must be filed within the applicable warranty period. The Limited Product Warranties and the Limited Peak Power Warranties do not apply to any modules which have been subjected to: misuse, abuse, neglect or accident; alteration, improper installation or application; repair or modifications by someone other than an approved service technician of Zamp; power failure surges, lighting, flood, fire, accidental breakage or other events outside Zamp's control. Both the Limited Product Warranties and Limited Peak Power Warranties do not cover any transportation charge, customs clearance or any other costs for return of the modules, or for reshipment of any repaired or replaced modules, or costs associated with installation, removal or reinstallation of the PV-modules. Warranty claims will not be honored if the type or serial number of the modules have been altered, removed or made illegible.

### 4. Limitation of Warranty

These Limited Warranties for PV Modules as 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 Zamp, unless such other obligations or liabilities are expressly agreed to in writing signed by and approved by Zamp. Zamp 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 modules, including, without limitation, any defects in the Module, or from use or installation. Under no circumstances shall Zamp be liable for incidental, consequential or special damages, however caused. Loss of use, of profits, of production, and of revenues are specifically, and without limitation, excluded. Zamp's aggregate liability, if any, shall not exceed the invoice value as paid by the Customer, for the single unit of module(s).

# 5. Obtaining Warranty

If the customer feels a justified claim covered by this Limited Warranties for PV Modules, send in writing to the address of Zamp listed hereunder, or, send an email letter to the email account of Zamp also listed hereunder. Together with the notification, the customer should enclose the evidence of the claim with the corresponding serial number of the Module(s) and the invoice on which the Modules have been purchased. The return of any PV-Modules will not be accepted unless prior written authorization has been given by Zamp.

# 6. Severability

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

### 7. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg, Germany, TUV Rhineland in Cologne, Germany, or Arizona State University (ASU) shall be the final judge. All fees and expenses shall be borne by the losing party, unless otherwise awarded. The final explanation right shall be borne by Zamp. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS BY STATE LAW THAT VARY FROM STATE TO STATE.

#### 8. Various

The repair or replacement of the modules or the supply of additional modules does not cause the beginning of new warranty terms, nor shall the original terms of this Limited Warranty for PV-Modules be extended. Any replaced modules shall become the property of Zamp made for their disposal. Zamp has the right to deliver another type (different in size, color, shape and/or power) in case Zamp discontinued producing the replaced Modules at the time of the claim.

### 9. Warranty

This warranty is transferable when the product remains installed in its original location from the original purchaser (Customer). The original purchase receipt is required.

### 10. Force Majeure

Zamp shall not be responsible or liable in any way to the Customer or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty for PV Modules, due to acts of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of Zamp. In such cases, Zamp's performance of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

# 11. Validity

This Limited Power Warranty for PV Modules is valid for all modules dispatched from January 2010 and ongoing. Peak Power at standard test conditions (STC) is the power in Watt peak that a PV-module generates in its Maximum Power Point. Standard Test Conditions (STC) are as follows: (a) light spectrum of AM1.5, (b) an irradiation of 1000W per m2 and (c) a cell temperature of 25 degrees Celsius at right angle irradiation. The measurements are carried out in accordance with IEC61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of Zamp valid at the date of manufacture of the PV-Modules.