

Limited Warranty

(Flexible and Lightweight Thin-Film Silicon Based PV Products)

General

This Limited Warranty covers the photovoltaic products or modules (the “PV Products”) sold by Xunlight Corporation (“Xunlight”) as Supplier under that certain Module Supply Agreement between Xunlight and Buyer to which this Exhibit E is attached (the “MSA”). In respect of the limited warranties extended to Buyer under this Exhibit E, the terms of this Exhibit E shall control to the extent of any conflicts with the terms of the MSA. Capitalized terms not defined herein shall have the meanings ascribed therefor in the MSA.

Limited Warranty: Materials or Workmanship

Xunlight warrants the PV Products to be free from defects in materials or workmanship under normal application, installation, use, and service conditions. If the PV Product fails to conform to this warranty, then, for a period ending sixty (60) months from the date of sale to Buyer, Xunlight will, at its option, either repair or replace the PV Product or refund the purchase price. The repair, replacement, or refund remedy shall be the sole and exclusive remedy provided under this warranty.

Limited Warranty: Power Output

Xunlight warrants for a period of ten (10) years from the date of sale to Buyer that the power rating of the PV Product at Standard Test Conditions will remain at 90% or greater of Xunlight’s power rating minus the applicable tolerance, as specified in Xunlight’s product data sheet at the time of shipment (“Minimum Power Output Rating”).

Xunlight further warrants for a period of twenty-five (25) years from the date of sale to Buyer that the power rating of the PV Product at Standard Test Conditions will remain at 80% or greater of Xunlight’s Minimum Power Output Rating.

Power rating shall be determined by Xunlight and measured under Standard Test Conditions (“STC”) using a method, measurement, equipment and laboratory acceptable to Xunlight. STC is defined as irradiance of 1000W/m², 25°C cell temperature, and an air mass 1.5 solar spectral content.

Xunlight will, at its option, repair or replace the PV Product, refund the purchase price, or provide the purchaser with additional products or modules to make up lost power, but only if such lost power is determined by Xunlight to be due to defects in materials or workmanship under approved installation, application and use.

Limitations and Conditions

THE WARRANTIES IN THIS DOCUMENT ARE ONLY EFFECTIVE IF THE PV PRODUCT IS INSTALLED IN A MANNER APPROVED BY XUNLIGHT AND IN ACCORDANCE WITH XUNLIGHT DOCUMENTATION. Requests for approval shall be made by filing a System Design Application (“SDA”) provided by Xunlight. The SDA must be filed by the party that purchased PV Product from Xunlight.

The limited warranties set forth herein do not apply to any PV Product which in Xunlight’s sole judgment has been subject to misuse, neglect, or accident; has been damaged as a result of or through improper environment, abuse, alteration, improper installation or application, or negligence in use, storage, transportation or handling; has been installed, integrated or maintained in non-observance of Xunlight’s instructions; or has in any way been tampered with or repaired by anyone other than Xunlight or its agent or Xunlight-approved service technician. Warranty claims will not be honored if the type or serial number of the PV Product has been altered, removed or made illegible.

These limited warranties do not cover costs associated with PV Product installation, integration, removal, testing, packaging, transportation (including costs for customs clearance or similar charges), or reinstallation; other costs associated with obtaining warranty service; or costs, lost revenues, or lost profits associated with the performance or nonperformance of defective PV Products.

Any PV Products repaired or replaced by Xunlight under a warranty claim shall be covered by the same warranties and original term as the first product purchased under said claim. The term shall not be prolonged or reset from the date of sale to the original consumer purchaser. Any

replaced parts or PV Products become the property of Xunlight.

These limited warranties apply only to the first end-user purchaser of the PV Products or to any subsequent owners of the original building or site where the PV Products were first installed. 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 Xunlight, unless such other warranties, obligations, or liabilities are expressly agreed to in a writing signed and approved by Xunlight.

Xunlight shall have no responsibility or liability whatsoever pursuant or related to the limited warranties set forth herein 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 PV Product, including, without limitation, any defects in the PV Product, or from its use, installation or integration. Under no circumstances shall Xunlight be liable for incidental, consequential, or special damages, howsoever caused, pursuant or related to the limited warranties set forth herein.

Xunlight's aggregate liability, if any, in damages or otherwise, pursuant or related to the limited warranties set forth herein shall not exceed the payment, if any, received by Xunlight for the unit of product or service furnished or to be furnished, as the case may be, which is the subject of claim or dispute.

If a part, provision, or clause of terms and conditions of sale, or the application thereof to any person or circumstance, is held invalid, void, or unenforceable, such holding shall not affect and leave all other parts, provisions, clauses, or applications of terms and conditions remaining, and to this end the terms and conditions of these limited warranties shall be treated as severable.

The limited warranties set forth herein give you specific legal rights, and you may also have other rights that vary from state to state and country to country.

Neither party shall be in any way responsible or liable to the other party, or to any third party, arising out of nonperformance or delay in performance of the terms and conditions of sale due to acts of God, power failures or surges,

lightning, flood, fire, accidental breakage, war, riot, strikes, unavailability of suitable and sufficient labor, and any unforeseen event beyond the party's control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of sale. In such cases, performance by Xunlight of this limited warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

THE REMEDIES PROVIDED BY SUPPLIER IN THE LIMITED PRODUCT WARRANTY PROVIDED HEREUNDER ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY, AND THE EXPRESS WARRANTIES PROVIDED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY PROTOTYPES OR PRE-RELEASE PRODUCTS THAT MAY BE FURNISHED BY SUPPLIER ARE FURNISHED "AS IS" WITH NO WARRANTIES OF ANY KIND.

Any claim or dispute regarding these warranties shall be governed by and construed in accordance with the laws of the State of Ohio (US).

Obtaining Warranty Performance

If you feel you have a claim covered by this limited warranty, you must promptly notify the party who sold you the PV Products of the claim if such party is a third party other than Xunlight, or notify Xunlight of the claim at the address indicated below if you purchased the PV Products directly from Xunlight.

Xunlight's customer must submit a written claim, including adequate documentation of the PV Product purchase, serial number, and product failure. Xunlight will determine in its sole judgment the adequacy of such claim. Xunlight may require that the PV Product which is subject to a claim be returned to the factory, at the customer's expense. If the PV Product is determined to be defective and is replaced but is not returned to Xunlight, then the customer must submit adequate evidence that such PV Product has been destroyed or recycled.

XUNLIGHT CORPORATION

3145 Nebraska Avenue

Toledo, Ohio 43607

Attention: _____

Tel: _____