



## STION LIMITED WARRANTY FOR PV MODULES

This warranty applies to the following framed modules:

SN-XXX, STN-XXX, STO-XXX, SZF-XXX, STO-XXX-A

This warranty applies to the following frameless modules:

STNL-XXX, STL-XXX, SZL-XXX, STL-XXX-A

**Note:** The "XXX" placeholder refers to the power indication defined in the relevant Product Data Sheet (for example "STO-150").

### 1. Limited Warranty: Materials or Workmanship

Stion Corporation with offices at 6321 San Ignacio Avenue, San Jose, CA 95119 ("Stion") warrants that for ten (10) years from the date of original customer sale, its photovoltaic modules ("panels") shall be free from defects in materials and workmanship under normal application, installation, use, and service conditions. The panels must be installed and operated according to the latest Safety, Installation and Operation Guide provided by Stion, otherwise this warranty will be null and void. If the panels fail to conform to this warranty, then, for a period ending ten (10) years from date of sale to the original consumer purchaser, Stion will, at its sole option, either repair or replace the product or refund the purchase price. The repair, replacement, or refund remedy shall be the sole and exclusive remedy provided under this warranty. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (Limited Warranty: Power Output).

### 2. Limited Warranty: Power Output

Stion warrants for a period of ten (10) years from the date of sale to the original consumer purchaser that the power rating at Standard Test Conditions will remain at 90% or greater of Stion's Minimum Specified Power Rating, as specified at the date of sale in Stion's Product datasheet. Stion further warrants for a period of twenty-five (25) years from the date of sale to the original consumer purchaser that the power rating at Standard Test Conditions will remain at 80% or greater of Stion's Minimum Specified Power Rating, as specified at the date of sale in Stion's Product datasheet. Minimum Specified Power Rating is defined as Nominal Power Rating minus Factory Binning Tolerance, as specified in Stion's product datasheet at the date of sale. Standard Test Conditions are defined as: irradiance of 1000 W/m<sup>2</sup>, light spectrum AM 1.5G, and a cell temperature of 25 degrees C.

Stion will, at its option, repair or replace the product, refund the purchase price, or provide the purchaser with additional modules to make up lost power, provided that such degradation is determined by Stion, at its sole and absolute discretion, to be due to defects in materials or workmanship under normal installation, application, and use. The panels must be installed according to the latest Safety, Installation, and Operational Manual provided by Stion, otherwise this warranty will be null and void.

### 3. Limitations and Conditions

The remedy set forth in these limited warranties shall be the sole and exclusive remedy provided under the extended term warranty, unless otherwise agreed by Stion in writing. The limited warranties set forth herein do not apply to cases, in Stion's sole judgment, in which:

- a. Warranty claim has not been filed within the applicable Warranty period;
- b. Panels have been subjected to misuse, neglect, modification, or accident;
- c. Panels have been damaged through abuse, alteration, improper installation or application, or negligence in use, storage, transportation, or handling;
- d. Panels have not been installed in accordance with the latest Safety, Installation and Operation Guide provided by Stion or has in any way been tampered with or repaired by anyone other than Stion or its authorized agent;
- e. Panels have cosmetic defects stemming from normal wear and tear of PV module materials
- f. Panels installed in location, which in Stion's absolute judgment may be subject to direct contact with salt water or other damaging materials or environment.

Given the variability in testing equipment and testing methodologies, Stion cannot and does not warrant that its panels will deliver any particular results when tested by the consumer or a third party testing agency.

The limited warranties do not cover costs associated with panel installation, removal, testing, packaging, transportation, or reinstallation; other costs associated with obtaining warranty service; or costs, lost revenues, or lost profits associated with the performance or nonperformance of defective panels.

Any panels repaired or replaced by Stion 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 products become the property of Stion. These limited warranties apply only to the first end-user purchaser of the panels or to any subsequent owners of the original building or site where the panels were first installed and specifically exclude any secondary purchasers or users of the panels.

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

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 Stion, unless such other warranties, obligations, or liabilities are expressly agreed to in writing signed and approved by Stion. Stion 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 panel, or from use or installation. Under no circumstances shall Stion 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. Stion's aggregate liability, if any, in damages or otherwise, shall not exceed the payment, if any, received by seller 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. Some jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of damages, so the above limitations or exclusions may not apply to you.

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 shall be treated as severable.

This warranty gives 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, terrorism, war, riot, strikes,

unavailability of suitable and sufficient labor, and any unforeseen event beyond its control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of sale.

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

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

If you feel you have a claim covered by warranty, you must promptly notify the a) installer who sold you the PV panels, or b) send such notification to Warranty Manager, Stion Corporation, 6321 San Ignacio Avenue, San Jose, CA 95119, directly. The customer must submit a written claim using the Return Material Authorization Request Form, which can be obtained from Stion directly. The claim must include adequate documentation of module purchase and purchases data, serial number, and product failure. Stion will determine in its sole judgment the adequacy of such claim. Any testing to determine the validity of a warranty claim shall be done at an approved Stion testing site. Stion may require that product subject to a claim be returned to the factory, at the customer's expense, for testing. The return of any PV panels will not be accepted unless prior written authorization has been given by Stion. Testing completed by the consumer or third parties will not be accepted by Stion as evidence of a warranty claim. If product is determined to be defective and is replaced but is not returned to Stion, then the customer must submit adequate evidence that such product has been destroyed or recycled.

#### **6. Pertaining to Buyers under Australia Consumer Law**

Only for buyers located in Australia, the "Limited Warranty" is only valid for products from authorized Australian resellers. The following statement applies to customers that are 'consumers' within the meaning of the Australian Consumer Law:

Our goods come with guaranties that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. For warranty claims in Australia contact: <http://bit.ly/1xyNvwJ>

For Warranty Claims please contact Stion Technical Support at 1.815.253.9090

Note: This document may be provided in multiple languages. If there is a conflict among versions, the English language version dominates.

*Limited Warranty Last Updated: November 21, 2014*