



## Limited Warranty for REC ScanModule AB / REC Modules Pte. Ltd. REC AE-Series and REC Peak Energy Series

### Product Types

REC205AE-US, REC210AE-US, REC215AE-US, REC220AE-US, REC225AE-US, REC230AE-US, REC215PE, REC215PE(BLK), REC215PE-US, REC220PE, REC220PE(BLK), REC220PE-US, REC225PE, REC225PE(BLK), REC225PE-US, REC230PE, REC230PE(BLK), REC230PE-US, REC235PE, REC235PE(BLK), REC235PE-US, REC240PE, REC240PE(BLK) and REC240PE-US.

**REC SCANMODULE AB or REC MODULES PTE. LTD., respectively, are producers of REC AE-Series and REC Peak Energy Series products of the product types listed above. For purposes of this limited warranty, REC SCANMODULE AB or REC MODULES PTE. LTD., as the case may be, is defined as the "WARRANTOR" for any product ("Product") on which it is identified as the producer of such Product.**

### Limited Product Warranty

WARRANTOR warrants to the end-user (hereinafter "you") that this Product is free from defects in materials and workmanship under normal use for a period of either (i) sixty-three (63) months from the date of original purchase by you from WARRANTOR or an agent, retailer or distributor, in each case authorized by WARRANTOR, or (ii) seventy-two (72) months from the date of production of the Product (such date as identified on the Product) ("the Production Date", whichever period is shorter. If such a defect materially affects the usability of the Product, then WARRANTOR will, at its sole option, (a) repair or replace the Product with an equivalent product, or (b) refund the WARRANTOR's factory gate price to you.

### Limited Power Output Warranty

WARRANTOR also warrants to you that this Product is free from such defects in materials and workmanship under normal use that result in the failure of the Product to produce the minimum power output specified in WARRANTOR's applicable written specifications, as follows: ten (10) year limited warranty of ninety percent (90%) power output; twenty-five (25) year limited warranty of eighty percent (80%) power output; both periods measured from the Production Date. If WARRANTOR determines, using standard test conditions with a tolerance level of +/- 5%, (i) that the Product is not providing the warranted percentage of its specified minimum power output during the term of your warranty and (ii) that such loss in power is due to defects in materials or workmanship under normal use, then WARRANTOR will, at its sole option (a) repair or replace the Product in accordance with and subject to the limitations con-

tained in the Limited Product Warranty above, or (b) provide you with additional component(s) to bring the aggregate power output to at least your warranted percentage of the specified minimum power output, or (c) refund the the WARRANTOR's factory gate price, taking into account a yearly depreciation of four percentage points (4%) of the the WARRANTOR's factory gate price, from the Production Date.

### **Warranty Conditions, Limitations and Exclusions**

1. Your rights under this warranty may vary depending upon where you live and whether you are a "consumer" purchaser.
2. This warranty is extended only to the original purchaser and is not transferable, provided however that, any subsequent owner of the solar power facility to which the Product was originally installed and remains installed, shall have the same rights, subject to the same conditions, under this warranty as the original purchaser provided that the solar power facility has not been altered in any way or moved from the structure or property in which it was originally installed.
3. This warranty is valid only in the United States of America and Canada.
4. Notification of a claim hereunder must be given prior to the expiration of the applicable warranty period. A claim must be accompanied by proof of original purchase and, subject to the provisions of paragraph 2, proof of any transfer of the solar power facility to a party other than the original Purchaser of the Product.
5. WARRANTOR is not responsible for, and purchaser hereby agrees to bear, the costs of any on-site labor and any costs associated with the installation, removal, reinstallation, shipping or transportation of the Product or any components thereof for replacement or service. (Note: the foregoing may not be applicable to consumer sales in certain jurisdictions)
6. WARRANTOR may, at its sole discretion, use new, remanufactured or refurbished parts or products when repairing or replacing your Product under this warranty. Any exchanged or replaced parts or products will become the property of WARRANTOR.
7. The warranties provided herein do not cover damage, malfunction, power output or service failures which may have been caused by: (a) repair, modifications or movement of the Product by someone other than a qualified service technician authorized by WARRANTOR; (b) any alteration of the Product; (c) any improper attachment, installation or application of the Product, and any insufficient framing if the Product is a laminate; or (d) abuse, misuse, accident, negligent acts, power failures or surges, lightning, fire, flood, accidental breakage, actions of third parties and other events or accidents outside WARRANTOR's reasonable control and not arising under normal operating conditions.
8. WARRANTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE WARRANTIES MADE HEREIN. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (NOTE: SOME JURISDICTIONS DO NOT ALLOW THE MANUFACTURER TO DISCLAIM THE IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR CONSUMER SALES.)
9. ANY WARRANTIES IMPLIED BY LAW, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE NOT EFFECTIVELY EXCLUDED HEREIN, ARE LIMITED IN

DURATION TO EITHER (i) SIXTY-THREE (63) MONTHS FROM THE DATE OF ORIGINAL PURCHASE., or (ii) SEVENTY-TWO (72) MONTHS FROM THE DATE OF PRODUCTION OF THE PRODUCT, WHICHEVER PERIOD IS SHORTER.

10. WARRANTOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM THE USE OR FAILURE OF THE PRODUCT TO PERFORM AS WARRANTED, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO DAMAGE OR INJURY TO PERSONS OR PROPERTY, DAMAGES FOR LOST SERVICES, COST OF SUBSTITUTE SERVICES, LOST PROFITS OR SAVINGS, AND EXPENSES ARISING OUT OF THIRD PARTY CLAIMS. (NOTE: SOME JURISDICTIONS DO NOT ALLOW THE MANUFACTURER TO LIMIT OR EXCLUDE LIABILITY FOR CONSEQUENTIAL DAMAGES FOR PERSONAL INJURY IN THE CASE OF CONSUMER GOODS.)

11. WARRANTOR's maximum liability under any warranty, whether express, implied or statutory, or for any manufacturing or design defects, is limited to the purchase price of the Product. (Note: in certain jurisdictions, the foregoing limitation may not apply to consequential damages for personal injuries in connection with a consumer transaction.)

12. The purchaser's remedies for breach of warranty, or for manufacturing or design defects, shall be only as stated herein. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. To the extent that compulsory rules under the laws of the jurisdiction in which the Product was purchased grant other or additional rights to the purchaser, this warranty shall be regarded as limiting such other or additional rights to the extent permitted under such laws.

### Warranty Procedure

Please contact the distributor or retailer where you purchased the Product, or contact a customer service representative of the WARRANTOR of your Product at [www.recgroup.com/warranty](http://www.recgroup.com/warranty), by e mail at [warranty@recgroup.com](mailto:warranty@recgroup.com), or at the appropriate address or phone below:

REC ScanModule AB – Warranty Claims Hillringsberg S-67020, Glava Sweden Telephone: +46 – 570752200	REC Modules Pte. Ltd. – Warranty Claims 20 Tuas South Avenue 14 Singapore 637312 Singapore Telephone: +65 6495 9228
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