

**WARRANTY FOR
ON-GRID APPLICATIONS**



GIOCO SOLUTIONS®

LIMITED ON PRODUCT WARRANTY

5 YEARS REPAIR OR REPLACEMENT REMEDY

GIOCOSOLUTIONS S.r.l. warrants its Photovoltaic Solar Modules (MODULES), GSC and GSP, including factory-assembled DC connectors and cables, if any, to be free from defects in materials and workmanship under normal application, installation, use and service conditions.

If MODULES fail to conform to this warranty, during the period ending sixty (60) months from the date of sale to the customer of the GIOCOSOLUTIONS product (CUSTOMER), GIOCOSOLUTIONS will, at its option, either repair or replace the product. The repair or replacement shall be the sole and exclusive remedy provided under the "Limited Product Warranty" and shall not extend beyond the sixty (60) 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).

LIMITED PEAK POWER WARRANTY

10 YEARS

If, within a period of (10) ten years from the Sales Date any MODULE(s) exhibits a power output less than 80% of the minimum -Peak Power at STC- as specified as of the Sales Date, provided that such loss in power is determined by GIOCOSOLUTIONS (at its sole and absolute discretion on MODULE nominal power defined by certified Flash Tests) to be due to defects in material or workmanship, GIOCOSOLUTIONS will, at its sole option.

(1) replace such loss in power by replacing the defective MODULE(s) at the option of GIOCOSOLUTIONS.

EXCLUSIONS AND LIMITATIONS

In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.

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 ;
- Non-observance of GIOCOSOLUTIONS's installation and maintenance instructions; and in particular, the ban of punching, cutting, hammering and bending the modules with a bending radius >25%;
- Electrical connections of the modules beyond the examples contained in GIOCOSOLUTIONS's installation instructions or following specifications non explicitly validated by GIOCOSOLUTIONS;
- Repair or modifications by someone other than an approved service technician of GIOCOSOLUTIONS;
- Power failure surges, lighting, flood, fire, accidental breakage or other events outside GIOCOSOLUTIONS' s control.

Both the -Limited Product Warranties- and -Limited Peak Power Warranties- do not cover any costs associated with installation, removal or re-installation of the PV-modules and (except as explicitly set forth in the final paragraph of Section 5) customs clearance or any other costs for return of the MODULES.

Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed or made illegible.

LIMITATION OF WARRANTY SCOPE

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 GIOCOSOLUTIONS, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by GIOCOSOLUTIONS.

GIOCOSOLUTIONS shall have no responsibility or liability whatsoever for damage or injury to people 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 GIOCOSOLUTIONS be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded.

GIOCOSOLUTIONS aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER, for the single unit of MODULE.

OBTAINING WARRANTY PERFORMANCE

If the CUSTOMER has a justified claim covered by this -Limited Warranties for PV Modules- an immediate notification directly to GIOCOSOLUTIONS shall be filed by mailing a registered letter in writing to the address of GIOCOSOLUTIONS listed hereunder, or, sending an email letter to the email account of GIOCOSOLUTIONS listed hereunder.

Together with the notification, the CUSTOMER should enclose the evidence of the claim about the corresponding serial number of the MODULE(s) and the date on which the MODULE(s) have been purchased.

The return of any PV-modules will not be accepted unless prior written authorization, provided by GIOCOSOLUTIONS. In connection with both the -Limited Product Warranties- and -Limited Peak Power Warranties GIOCOSOLUTIONS shall reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repaired or replaced MODULES, only if this cost is authorized by GIOCOSOLUTIONS customer service department.

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 affect and shall leave 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.

DISPUTES

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as KIWA shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by GIOCOSOLUTIONS.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING, WITHOUT LIMITATION, NATIONAL LAWS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU.

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 GIOCOSOLUTIONS made for their disposal. GIOCOSOLUTIONS has the right to deliver another type (different in size, color, shape and/or power) in case GIOCOSOLUTIONS discontinued producing the replaced GIOCOSOLUTIONS at the time of the claim.

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