



Itek Energy Limited Warranty

This Twelve Year Limited Product Warranty and Twenty-Five Year Limited Service Warranty (the “Limited Warranty”) is provided by Itek Energy, LLC (“Itek Energy”). It covers certain defects described below (“Covered Defects”) in the following solar modules (“the Products”) manufactured by Itek Energy: Itek XXX- SE 60 and Itek XXX- SE 72 cell whereas XXX is represented by module output ranging from 290–315 Watts (60 Cell); 330–390 Watts (72 Cell).

This Limited Warranty covers only the above Itek Energy Products. Products that do not appear on the Product list are not included in this Limited Warranty. The Limited Warranty is for the benefit of the initial purchaser of the Product and for bona fide subsequent purchasers who own or permissibly occupy the property on which the Product has been installed (collectively, “Purchasers”).

A. Twelve Year Limited Product Warranty:

- 1) Itek Energy warrants that, for a period of twelve (12) years beginning on the date on which the Product is purchased from Itek Energy (the “Initial Purchase Date”):
 - i. The Product is and will be free from any physical or mechanical defect in materials or workmanship which impairs the function of the Product.
 - ii. The Product will not be subject to any clouding or discoloration of the glass which impairs the function of the Product.
 - iii. The Product’s cable and connector plugs will remain safe and operational provided they are connected per Itek Energy installation instructions.
 - iv. The Product’s aluminum frames will not freeze in cold weather and consequently impair the function of the Product.

Changes in the appearance of the Product, including scratches, stains, mechanical wear, rust, mold, optical deterioration, discoloration, and other changes, which occur after delivery by Itek Energy and do not impair the function of the Product do not constitute Covered Defects for the purposes of this Limited Warranty.

- 2) In the event a Product has a Covered Defect as described in Section A during the warranty period, Itek Energy will provide one of the following remedies as selected by Itek Energy in its sole discretion: (i) repair the Product or defective component, (ii) supply a replacement Product or component, or (iii) refund an appropriate residual value of the Product.

B. Twenty-Five Year Limited Service Warranty:

- 1) The Product which you have purchased has a performance specification within a certain tolerance range of 2% with regard to power output (the so-called effective output). The relevant effective output can be found on the nameplate on the reverse of the Product. Purchasers understand and acknowledge that the actual output of the Product may decline slightly over a period of 25 years from the Initial Purchase Date.
- 2) Itek Energy guarantees that the actual output of the Product will decline by an average of less than 1% annually over a period of 25 years from the Initial Purchase Date and that, by the end of the 25th year from the Initial Purchase Date, the Product will produce an actual output of at least 80% of the actual output upon installation immediately after the Initial Purchase Date. In the event a Product does not comply with the warranty in this section 2(B), Itek Energy will provide one of the following remedies as selected by Itek Energy in its sole discretion: (i) repair the Product or defective components or (ii) supply a replacement Product or component, in each case to the extent necessary to provide Purchaser with a Product which complies with the warranty in this Section 2(B). After the expiration of 15 years from the Initial Purchase Date, Itek Energy may in its sole discretion alternatively elect to refund an appropriate residual value of the Product.
- 3) Purchasers acknowledge that, when Itek Energy elects to supply replacement Products or components, it may supply used and/or repaired Products and components.

C. Certain Limitations:

- 1) The effective output and the actual output of the Products are to be determined for the purposes of this Limited Warranty under standard test conditions, as described under IEC 60904, with associated testing conducted by either a qualified third party or Itek Energy (if the latter, in accordance with EN 50380).
- 2) The Limited Warranty does not impose responsibility on Itek Energy under any circumstances for (i) the cost of transporting the Product or repaired or replacement Products and components, (ii) the cost of installing or re-installing Products or repaired or replacement Products or (iii) any other costs or expenses not expressly described in this Limited Warranty as Itek Energy’s responsibility.
- 3) Ownership of all Products which have been replaced pass to Itek Energy.
- 4) The period of the warranties provided in paragraphs (A) and (B) shall begin on the Initial Purchase Date and shall continue without being affected by any subsequent purchase of the Product. Nor shall they be extended for any reason, including in the event of a major repair or exchange of a Product.

D. Claims Procedure:

As a strict condition to each of Itek Energy's obligations under this Limited Warranty, you must send written notification of a Covered Defect directly to the address specified in Section (G) below. The notification must be accompanied by the original sales receipt for the purchase of the Product on the initial Purchase Date. A notice of defect subject to this Limited Warranty must be received by Itek Energy not later than forty-five (45) calendar days following the date on which the Purchaser becomes aware, or reasonably should become aware of a Covered Defect. The return of a Product is permitted only with the prior written authorization of Itek Energy.

E. Additional Conditions and Exclusions:

This Limited Warranty shall become null and void unless the Product is properly installed, used, operated, and maintained, whether by the Purchaser or third party, in strict accordance with installation instructions and information provided by Itek Energy and as otherwise reasonable. Additionally, and without limitation of the preceding sentence, this Limited Warranty shall not apply to Covered Defects resulting from or associated with any of the following:

- 1) A product, including any cable, plug or other components being positioned in water.
- 2) Abrasion on a rough lower surface owing to insufficient fixing or owing to unprotected running of the cable over sharp edges.
- 3) Exchange, repair, or modification of the Products except in compliance with instructions furnished by Itek Energy.
- 4) Damage or destruction caused in whole or in part by persons or animals.
- 5) Incorrect storage or inappropriate transport before installation if not within the direct control of Itek Energy.
- 6) Damage to the customer system or incompatibility of the customer's system equipment with the Product.
- 7) Use of Products on mobile units such as vehicles or ships.
- 8) The effect of dirt, other foreign substances or other contamination on the face-plate, including, by way of example smoke, salt, or chemicals.
- 9) Force majeure such as flooding, fire, explosions, rock-falls, direct or indirect lightning strikes or other extreme weather conditions (e.g. hail, hurricanes, tornados, sand or dust storms), or other circumstances outside the control of Itek Energy.
- 10) Removal, or alteration of, damage to or rendering unreadable (by any person) any label or serial number on Product.

F. Limitation of Liability:

The remedies set forth in this Limited Warranty are the exclusive remedies available to the Purchaser. Itek Energy shall not be liable for damage or injury, or loss arising out of or related to a Product except as expressly set forth in this Limited Warranty. In particular, but without limitation, under no circumstances shall Itek Energy be liable for incidental, punitive, consequential, special or indirect damages in any way connected with a Product or its use. Itek Energy's aggregate liability, if any, shall in any case be limited to the Product's purchase price.

G. Contacts:

All communication required or otherwise relating to this Limited Warranty must be in writing and sent to the following address: Itek Energy, LLC, 3886 Hammer Drive, Bellingham, WA 98226.

H. Choice of Law:

This Limited Warranty including without limitations the rights and responsibilities granted hereunder, shall be governed and construed in accordance with the laws of the State of Washington, without regard to the conflicts of law provisions thereof.

I. Disclaimer:

This Limited Warranty is expressly intended to exclude all other express or implied warranties, including without limitation the warranties of merchantability and fitness for a particular purpose. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow limitations on implied warranties or the exclusion or limitation of damages, so some of the above limitations may not apply to you.

J. Severability:

If any provision of this Limited Warranty is held unenforceable or illegal, or otherwise limited in its application, by a court or other authority with competent jurisdiction, such provisions shall be modified to the minimum extent required such that the rest of the Limited Warranty will continue in full force and effect in accordance with its terms.