



SOLAR PANEL LIMITED WARRANTY

This warranty applies only to Windy Nation solar panels (the “Panels”), sold by Windy Nation and labeled originally with the name of the manufacturer, Windy Nation.

Windy Nation, and its directors, officers, and employees disclaim, and by purchasing a Windy Nation product you accept all liability and responsibility for damage to property, injury, or death arising out of or related to the use or misuse of any product offered by Windy Nation.

MATERIALS WARRANTY

Windy Nation warrants that the Panels will be free from manufacturing defects in materials and workmanship under normal authorized use consistent with product instructions for a period of five (5) years from the date the original purchaser (“Customer”) receives the Panels (the “Warranty Period”). This warranty extends only to the original purchaser. The Customer’s sole and exclusive remedy and the entire liability of Windy Nation for breach of this warranty is, at Windy Nation’s option, either: (i) to replace the Panels (or defective component part(s)) with new or reconditioned Panels (or component part(s)); (ii) to repair the reported problem; or (iii) to refund the purchase price of the Panels. Repaired or replaced Panels are warranted for the remainder of the original warranty period only. No employee, agent, dealer or other person is authorized to give any warranties on behalf of Windy Nation not expressly set forth in this limited warranty.

POWER OUTPUT WARRANTY

- A. Windy Nation warrants that the performance of delivered Panels will not deteriorate within a period of five (5) years from the commencement of the Warranty Period by more than five percent (5%) of the minimum performance specified on delivery.
- B. Windy Nation warrants that the performance of delivered Panels will not deteriorate within a period of ten (10) years from the commencement of the Warranty Period by more than ten percent (10%) of the minimum performance specified on delivery.
- C. Windy Nation warrants that the performance of delivered Panels will not deteriorate within a period of twenty-five (25) years from the commencement of the Warranty Period by more than twenty percent (20%) of the minimum performance specified on delivery.

The determination of performance shall take place at a qualified test institute selected by Windy Nation. Customer shall be responsible for all testing costs, unless it is found that the performance of the Panels has deteriorated beyond the foregoing warranties, in which event Windy Nation will pay for the cost of the test.

GLASS BREAKAGE

The glass used for the Panels is a very high quality product. The breakage of this glass is typically caused by external factors only. Therefore, Customer may assert a warranty claim for broken glass only if Customer can show, to Windy Nation's reasonable satisfaction, that no external factors caused the breakage of the glass, and instead that such breakage was due to a manufacturing or other product defect.

No warranties will apply if the Panel (i) has been altered or modified except by Windy Nation; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Windy Nation; (iii) has been subjected to abnormal physical, thermal or electrical stress, misuse, negligence, or accident. If Windy Nation determines that the problem with the Panel is not due to a manufacturing defect in Windy Nation's workmanship or materials, or otherwise does not qualify for warranty repair, then the Customer will be responsible for the costs of all necessary repairs and expenses incurred by Windy Nation.

All limitations, terms and conditions set forth in the applicable Product Manual shall apply. Please review the Product Manual accompanying your product carefully for full warranty terms, exclusions and procedures.

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