



Effective 01.01.2012 – 12.31.2013
Doc# 01.2012.1106.Rev.4

**LIMITED WARRANTY FOR
ASP PV MODULES MODELS**

**AP-220PK, AP-225PK, AP-230PK, AP-235PK, AP-240PK, ASP-175M, ASP-180M, ASP-185M,
ASP-190M, AP-225MK, AP-230MK, AP-235MK, AP-240MK, AP-245MK, ASP-390M, ASP-395M,
ASP-400M, ASP-405M, ASP-410M, ASP-140GSM, ASP-400GSM**

I. This Limited Product Warranty – applies to photovoltaic modules models **AP-220PK, AP-225PK, AP-230PK, AP-235PK, AP-240PK, ASP-175M, ASP-180M, ASP-185M, ASP-190M, AP-225MK, AP-230MK, AP-235MK, AP-240MK, AP-245MK, ASP-390M, ASP-395M, ASP-400M, ASP-405M, ASP-410M, ASP-140GSM, ASP-400GSM** manufactured by Advanced Solar Photonics, LLC or affiliated company “ASP”. ASP warrants the quality of those PV modules and specifies the scope of such warranty.

Five (5) years limited PV Module warranty.

ASP PV Photovoltaic modules (“PV modules”) 5 (five) years from the date of delivery, shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. If the PV modules fail to conform to this warranty, then for a period ending five (5) years from date of delivery to the original end-Buyer (“the Buyer”), Advanced Solar Photonics will, at its option, either repair or replace the product. The repair or replacement remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the five (5) year 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 Power Warranty).

ASP warrants the PV modules to be free from the defects and/or failures specified below for a period not exceeding five (5) years from the date of sale to the original customer. Those defects characterized as follows:

- 1) Defects and/or failures due to the manufacturing;
- 2) Defects and/or failures due to materials and components;
- 3) Cracking in the front glass surface due to the foreign objects inside the glass. This limited warranty excludes cracking of the glass surface due to the external stress or external shock from the external impact of flying objects or debris.
- 4) Non-conformity to the specifications due to faulty manufacturing and/or inspection process.

If the PV Modules fails to conform to this warranty ASP will repair or replace the defective module(s) at ASP’s sole option.

II. Limited Power Warranty. Subject to ASP determining at its sole discretion that any power loss is due solely to defects in materials or workmanship, ASP warrants the power of the PV modules as follows:

The warranty period with respect to power output continues for a total of 25 years from date of purchase, the first 10 years at 90% minimum rated power output and the balance of 15 years at 80% minimum rated power output. This shall pertain to all models apart from model numbers **ASP-140GSM, ASP-400GSM**, which shall be the sole models to have this final period of 80% minimum rated power extended to 20 years achieving a total **Limited Power Warranty** period not to exceed 30 years.

This warranty is transferable when product remains installed in original location at the time of product warranty registration.

If the PV Modules fails to conform to this warranty ASP will repair or replace the defective module(s) at ASP’s sole option.

III. Exclusions and Limitations. Warranty claims must in any event be filed within the applicable Warranty period. Warranty claims may only be made by, or on the behalf of, the original end Buyer or a person to whom title has been transferred for the PV Modules.

The Limited Warranties do not apply to any of the following:

1. PV modules which in Advanced Solar Photonics’ absolute judgment have been subjected to: misuse, abuse, neglect or accident; alteration, improper installation, application or removal (including but not limited to installation, application or removal by any party other than an Advanced Solar Photonics authorized dealer; non-observance of Advanced Solar Photonics’ installation, users and/or maintenance instructions; repair or modifications by someone other than an approved service technician of Advanced Solar Photonics; power failure surges, lightning, flood, fire, accidental breakage or other events outside Advanced Solar Photonics’ control.
2. Cosmetic defects stemming from normal wear and tear of PV module materials.
3. PV modules installed in locations, which in Advanced Solar Photonics’ absolute judgment may be subject to direct contact with salt water.
4. The Limited Warranties do not cover any transportation costs for return of the PV modules, or for reshipment of any repaired or replaced PV modules, or cost associated with installation, removal or reinstallation of the PV modules.
5. When used on a mobile platform of any type, the Limited Power Warranty, applying to any of the PV modules shall be limited to twelve (12) years.

Warranty claims will not apply if the type or serial number of the PV modules is altered, removed or made illegible.

1. *“Minimum Peak Power” = Peak power minus the Peak power tolerance (as specified in Advanced Solar Photonics’ Product datasheet). “Peak power” is the power in peak watts that a PV module generates at STC (Standard Test conditions: Irradiance of 1000 W/m2, light spectrum AM 1.5g and a cell temperature of 25 degrees C)*

Additional Item(s) Excluded from Warranty Coverage

Warranty coverage does not apply when:

1. The Product is improperly installed,
2. The Product is installed in a mobile or marine environment, subjected to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution),
3. The components in the construction base on which the module is mounted are defective
4. External corrosion, mold discoloration or the like occurs.

IV. Limited Product Warranty. SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, 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 ADVANCED SOLAR PHOTONICS, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY ADVANCED SOLAR PHOTONICS. ADVANCED SOLAR PHOTONICS 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 MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL ADVANCED SOLAR PHOTONICS 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. ADVANCED SOLAR PHOTONICS’ AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO ADVANCED SOLAR PHOTONICS BY THE BUYER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

V. Limitation of Liability. EXCEPT FOR THE WARRANTIES STATED HEREIN FOR THE BUYER, NO WARRANTY, CONDITION OR REPRESENTATION, EXPRESS, IMPLIED, ORAL OR STATUTORY, IS PROVIDED TO THE BUYER OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION OR REPRESENTATION: (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (B) THAT THE PRODUCTS WILL BE FREE FROM INFRINGEMENT OR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL

PROPERTY RIGHTS, OF THIRD PARTIES; OR (C) THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE BUYER'S SOLE AND EXCLUSIVE REMEDIES HEREUNDER AND THE ONLY LIABILITY OF SELLER IS EXPRESSLY LIMITED TO THE TERMS OF THE AGREEMENT. SELLER SHALL NOT BE LIABLE TO THE BUYER, OR ANY THIRD PARTY, FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, LOSS OF DATA, PRODUCTION OR PROFIT ARISING FROM ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING SELLER'S OWN NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES. FOR PURPOSES OF THIS PROVISION, SELLER INCLUDES SELLER'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS. IN NO EVENT SHALL THE TOTAL COLLECTIVE CUMULATIVE LIABILITY OF SELLER, ITS EMPLOYEES, OFFICERS, AGENTS AND DIRECTORS EXCEED THE AMOUNT PAID TO SELLER FOR PRODUCTS FROM WHICH SUCH LIABILITY AROSE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE MOST RECENT CLAIM.

VI. Obtaining Warranty Performance. If you feel you have a justified claim covered by this Limited Warranty, immediately notify the (a) Installer, who sold the PV-modules, or (b) any authorized Advanced Solar Photonics distributor, of the claim in writing, or (c) send such notification to Advanced Solar Photonics Corporation, 400 Rinehart Rd, Lake Mary, FL 32792, directly. In addition, please enclose evidence of the date of delivery of the PV module. If applicable, your installer or distributor will give advice on handling the claim. If further assistance is required, please write to Advanced Solar Photonics for instructions. The return of any PV-modules will not be accepted unless prior written authorization has been given by Advanced Solar Photonics.

ADVANCED SOLAR PHOTONICS LLC.

HEAD OFFICE: USA | 400 RINEHART ROAD #1000 | LAKE MARY | FL 32746 USA
www.advancedsolarphotonics.com | info@aspfab.com
TEL: 407.804.1000 | FAX: 407.333.9143