KODAK Solar Module

Warranty
Blue Mountain Energy Ltd., and on behalf of all its DIRECTLY AND indirectly owned and controlled subsidiary, INCLUDING BUT NOT LIMITED TO Blue Mountain Energy Ltd. (hereinafter jointly referred to as “Blue Mountain” warrants its Photovoltaic Solar modules (MODELS) performance starting from the date of sale to the first customer installing (for their own use) the modules ("Customer") or starting at the latest 6 months after modules dispatch from the Blue Mountain factory, whichever occurs earlier (the "Warranty Commencement Date").

1. Limited Product Warranty – Twelve Year Replacement

Blue Mountain warrants that the MODELS together with the factory-assembled DC connectors and cables are free from any defects in materials and workmanship under normal application, usage, installation and service conditions for a period of one hundred and forty-four (144) months from the Warranty Commencement Date. If MODELS become malfunctioning or non-operative due to defects in materials or workmanship during the one hundred and forty-four (144)-month period from the Warranty Commencement Date, as verified by an independent testing agency that will be selected and confirmed mutually by Blue Mountain and Customer in advance, Blue Mountain will, at its sole option and discretion, either (i) make up such loss in power by providing to customer(s) additional MODELS; or (ii) repair or replace the defective MODELS including free shipping to the location as set out in the original sales contract entered between Blue Mountain and the customer.

Within the period of one hundred and forty-four (144) months from the Warranty Commencement Date, and, 0.5% per year thereafter the sole and exclusive remedies Blue Mountain is bound to provide under the Limited Peak Power Warranty.

2. Limited Peak Power Warranty – Limited Remedy

Blue Mountain warrants that for a period of twenty-five years starting from the Warranty Commencement Date, loss of power output against the minimum "Peak Power at STC" as specified on the label of the modules (hereinafter "Nominal Power") when measured at Standard Test Conditions (STC) for the Products shall not exceed the aforementioned warranted values, provided that any such declared loss in power has been verified by Blue Mountain, at its sole discretion is due to MODELS’ defects in materials or workmanship attributable to Blue Mountain’s own causes and further confirmed by an independent testing agency (if so requested by a customer) (which is to be selected and confirmed mutually by Blue Mountain and Customer in advance), Blue Mountain will, at its sole option and discretion, either (i) make up such loss in power by providing to customer(s) additional MODELS; or (ii) repair or replace the defective MODELS including free shipping to the location as set out in the original sales contract entered between Blue Mountain and the customer.

The following are the sole and exclusive remedies Blue Mountain is bound to provide under the Limited Peak Power Warranty.

3. Exclusions and Limitations

(a) Warranty claims from any customers, in any event, shall be filed in writing to Blue Mountain or its authorized distributors within the applicable warranty period and not beyond the last day of the applicable warranty period and is also inclusive of the period of the cash date, purchase price, module type, stamp or signature of Blue Mountain or its distributors should also be submitted as part of the preliminary evidence.

(b) The Limited Product Warranty and Limited Peak Power Warranty shall not apply to MODELS which have been subject to:

• Misuse, abuse, neglect, vandalism or accident;
• Repair or modifications that do not strictly follow the manufacturer’s instructions;
• Non-observance of Blue Mountain’s maintenance instructions;
• Power failure, electrical spikes or surges, lightning, flood, fire, accidental breakage or other events outside Blue Mountain’s control.

Alteration, improper installation or application which is not compliant with Blue Mountain standard installation manual.

(c) The Limited Product Warranty and Limited Peak Power Warranty do not cover any costs associated with installation, removal or re-installation of the MODELS and (except as explicitly set forth in the last paragraph of the Section 5) customers clearance or any other costs for return of the MODELS.

(d) Warranty claims will not be honored if the type or serial number of Blue Mountain MODELS have been altered, removed or made illegible without written authorization from Blue Mountain.

4. Limitation of Warranty Scope

This Warranty as set forth herein is expressly in lieu of and excludes 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 Blue Mountain, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Blue Mountain. Blue Mountain 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 MODELS, including without limitation, any defects in the MODELS or from use or installation.

Under no circumstances shall Blue Mountain be liable for incidental, consequential or special damages, however caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically excluded, and if the remedies set forth herein are the sole and exclusive remedies Blue Mountain is bound to provide under the Limited Peak Power Warranty.

5. Obtaining Warranty Performance

(a) If the Customer has a justified claim covered by this Warranty, an immediate written notification shall be directly made to Blue Mountain by means of registered letter to the address of Blue Mountain or its authorized distributors, or sending a notification via e-mail to the e-mail account of Blue Mountain listed hereunder. Together with the notification, the Customer should enclose the evidence of the claim with the corresponding serial number of the MODELS and the date on which the MODELS have been purchased applicable period of the purchase date, purchase price, module type, stamp or signature of Blue Mountain or its distributors should also be submitted as part of the preliminary evidence.

(b) If the MODELS will be returned to Blue Mountain for inspection, repair or replacement by Blue Mountain, Blue Mountain shall provide the Customer with a Return Merchandise Authorization (RMA). However, Blue Mountain will not accept a return of any MODELS without such RMA. In connection with both the Limited Product Warranty and Limited Peak Power Warranty, Blue Mountain may reimburse the Customer for reasonable, customary and documented transportation charges by sea freight for both the return of the Modules and reshipment of any repair or replacement MODELS, only if such cost reimbursement is authorized by Blue Mountain.

(c) Blue Mountain or its distributors should also be submitted as part of the warranty terms, nor shall the original terms of this Warranty be extended. Any replaced MODELS shall become the property of Blue Mountain.

6. Transferability

This warranty is extended to the original end-user purchaser, and is also transferable to any subsequent owner of the location or holder of the product when MODELS remain at their original installation upon satisfactory proof of succession or assignment.

7. Severability

If a section, provision or clause of this Warranty, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such shall not affect and thus shall leave all other sections, provisions, clauses or applications under this Warranty severable, and therefore validly binding.

www.bluemountainpv.com/kodaksolarproducts

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