



## BP SOLAR LIMITED WARRANTY CERTIFICATE

BP SOLAR provides the following limited warranties to purchasers of BP SOLAR products according to the warranty level specified on the label on the back of your BP Solar product (hereinafter referred to as Your BP SOLAR Product), and subject to the exclusions contained in Section 2, and in Section 3 hereof. The Warranty applicable to Your BP SOLAR Product's warranty

level is located in the corresponding columns to the right of Your BP SOLAR Product's applicable warranty level in the Warranty Information Chart below. If your product's warranty level is not listed contact your customer service center or sales representative. Warranty is from date of initial purchase.

WARRANTY INFORMATION CHART		
WARRANTY LEVEL	MATERIALS & WORKMANSHIP	PERCENTAGE OF SPECIFIED POWER OUTPUT
25-12-5	5-Year Limited Warranty of Materials and Workmanship	25 – Year Limited Warranty of 80% Power Output 12 – Year Limited Warranty of 90% Power Output
0-12-2	2 -Year Limited Warranty of Materials and Workmanship	12 –Year Limited Warranty of 90% Power Output

### SECTION 1. WARRANTY DESCRIPTIONS

Your BP SOLAR Product may have one or more of the following warranties. See the Warranty Information Chart above to determine which warranty or warranties applies to Your BP SOLAR Product.

- A. Limited Warranties of Materials and Workmanship:  
5-Year Limited Warranty of Materials and Workmanship  
2-Year Limited Warranty of Materials and Workmanship

If Your BP SOLAR Product comes with a Limited Warranty of Materials and Workmanship, BP SOLAR warrants that for the term of your warranty (see Warranty Information Chart) Your BP SOLAR Product sold hereunder shall be free from defects in materials and workmanship. If, during the term of your warranty, there is such a defect, then BP SOLAR will, at its sole option, repair or replace Your BP SOLAR Product with an equivalent product, or refund the purchase price to you.

This Limited Warranty of Materials and Workmanship does not warrant a specified level of power output. The Limited Warranties of Percentage of Specified Power Output described below may warrant power output. The term of your warranty is for the length of time stated in the name of your warranty type measured from the date of initial purchase.

- B. Limited Warranties of Percentage of Specified Power Output:  
25 - Year Limited Warranty of 80% of Power Output  
12 - Year Limited Warranty of 90% of Power Output

IF YOUR BP SOLAR PRODUCT comes with a Limited Warranty of a Specified Power Output, BP SOLAR warrants Your BP SOLAR Product against defects in materials and workmanship that result in Your BP SOLAR Product's failure to produce your warranted percentage (see Warranty Information Chart) of the minimum power output specified in BP SOLAR's applicable written specifications, for the term of your warranty (see Warranty Information Chart). If BP SOLAR determines, using standard BP SOLAR test conditions, that Your BP SOLAR Product is not providing your warranted percentage of its specified minimum power output during the term of your warranty, then BP SOLAR will, at its sole option, repair or replace Your BP SOLAR Product, or provide you with additional component(s) to bring the aggregate power output to at least your warranted percentage of the specified minimum power output. The term of your warranty is for the length of time stated in the name of your warranty type measured from date of initial purchase.

The following applies to ALL WARRANTED BP SOLAR PRODUCTS:

- A. BP SOLAR may, at its discretion, use new, remanufactured or refurbished parts or products when repairing or replacing Your BP SOLAR Product under this warranty. Replaced parts or products will become the property of BP SOLAR.
- B. BP SOLAR is not responsible for, and purchaser hereby agrees to bear, the costs of any on-site labor and any costs associated with the installation, removal, reinstallation or transportation of Your BP SOLAR Product or any components thereof for service under this limited warranty.
- C. Notwithstanding anything to the contrary in this warranty certificate, the warranties provided herein shall apply only so long as the product(s) warranted hereby are owned by either (i) the first purchaser who has purchased the product(s) for its, his, or her own use and not for purposes for resale or (ii) by purchasers of buildings on which the product was first mounted.

### SECTION 3. WARRANTY EXCLUSIONS AND LIMITATIONS

The following applies to ALL WARRANTED BP SOLAR PRODUCTS:

- A. The warranties provided herein do not cover damage, malfunctions or service failures caused by:
  - 1) Failure to follow BP SOLAR's installation, operation or maintenance instructions;
  - 2) Repair, modifications, or movement of Your BP SOLAR Product by someone other than a service technician approved by BP SOLAR, or attachment to Your BP SOLAR Product of non-BP SOLAR equipment;
  - 3) Abuse, misuse, or negligent acts;
  - 4) Power failure surges, lighting, fire, flood, pest damage, accidental breakage, actions of third parties and other events or accidents outside BP SOLAR's reasonable control and not arising under normal operating conditions; and
  - 5) Breakage of laminates when mounted in customer-designed mounting systems.
- B. BP SOLAR MAKES NO WARRANTIES, EXPRESS OR IMPLIED OTHER THAN THE WARRANTIES MADE HEREIN, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



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MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHICH ARE NOT EFFECTIVELY EXCLUDED HEREIN ARE LIMITED IN DURATION TO THE TERMS STATED IN THIS WARRANTY.

- D. BP SOLAR IS NOT RESPONSIBLE FOR ANY SPECIAL INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM THE USE OR LOSS OF USE OF OR FAILURE OF YOUR BP SOLAR PRODUCT TO PERFORM AS WARRANTED, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST SERVICES, COST OF SUBSTITUTE SERVICES, LOST PROFITS OR SAVINGS, AND EXPENSES ARISING OUT OF THIRD-PARTY CLAIMS. BP SOLAR'S MAXIMUM LIABILITY UNDER ANY WARRANTY, EXPRESSED, IMPLIED, OR STATUTORY, OR FOR ANY MANUFACTURING OR DESIGN DEFECTS, IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT. THE PURCHASER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY OR FOR MANUFACTURING OR DESIGN DEFECTS SHALL BE ONLY AS STATED HEREIN.
- E. WHERE THE PURCHASER IS A NATURAL PERSON AND IF AND TO THE EXTENT REQUIRED BY APPLICABLE LAW, NOTHING IN THIS LIMITED WARRANTY SHALL OPERATE OR SHALL BE CONSTRUED TO OPERATE SO AS TO EXCLUDE OR RESTRICT THE LIABILITY OF BP SOLAR FOR DEATH OR PERSONAL INJURY CAUSED TO THE PURCHASER BY REASON OF THE NEGLIGENCE OF BP SOLAR OR ITS SERVANTS, EMPLOYEES OR AGENTS.
- F. The rights granted by this Warranty are in addition to any statutory or other legal rights granted or existing under laws of the country or State in which the BP Solar Product was purchased and those legal rights are not affected by this Warranty.
- G. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.
- H. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Any claim or dispute arising under or in connection with this warranty certificate must be brought in the courts of the State of Maryland, U.S.A., unless the original product was purchased in a member state of the European Union or in the country of Australia. In the event the original product was purchased in a member state of the European Union, any claim or dispute arising from or in connection to this warranty certificate must be brought in the courts of Spain. In the event the original product was purchased in the country of Australia, any claim or dispute arising from or in connection to this warranty certificate must be brought in the courts of the State of New South Wales.

#### SECTION 4. HOW TO GET WARRANTY SERVICE and/or INFORMATION

#### REGARDING DISPOSAL AND RECYCLING OPTIONS

For warranty service, disposal and/or recycling options, please contact the distributor you purchased Your BP SOLAR Product from or the customer service representative at regional customer service center at BP Solar. BP Solar regional customer service center contact numbers can be found at (<http://www.bpsolar.com/>).

#### Crystalline Products:

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