



PHOTOVOLTAIC MODULE LIMITED WARRANTY Merlin FXT Series

Note: this warranty applies only to products delivered after or on July 01, 2020

Note: this document and its attachments may be modified from time to time at the sole discretion of Merlin Solar Technologies, Inc.

Merlin Solar Technologies, Inc. warrants to the original end-user (the "Purchaser") that this Merlin Solar Technologies, Inc. brand product (the "Product"), when shipped in its original container and under normal as well proper application, use, installation and service conditions, will be free from defective workmanship and materials. Should the Product malfunction due to a defect in workmanship or material, Merlin Solar Technologies, Inc. will, at its sole option, either repair the defect or replace the defective Product or part thereof with a new or remanufactured equivalent at no charge to the Purchaser during the period(s) set forth below.

In order to enforce the rights under this limited warranty, the Purchaser should follow the steps set forth below and provide proof of purchase to the Merlin Solar Technologies, Inc. authorized dealer or service center.

TO THE EXTENT ALLOWED BY APPLICABLE LAWS, IMPLIED WARRANTIES ARE LIMITED TO THE PERIOD(S) FROM THE DATE OF THE PURCHASE SET FORTH BELOW.

No person is authorized to make any warranties other than those described herein, or to extend the duration of any warranties beyond the time period described herein.

The warranties described herein shall be the sole and exclusive warranties granted by Merlin Solar Technologies, Inc. to the Purchaser, and excludes other implied warranties to the extent allowed by applicable laws. Correction of defects, in the manner and for the period of time described herein, shall constitute complete fulfillment of all liabilities and responsibilities of Merlin Solar Technologies, Inc. to the Purchaser with respect to the Product and shall constitute full satisfaction of all claims, whether based on contract, negligence, strict liability or otherwise. In no event shall Merlin Solar Technologies, Inc. be liable, or in any way responsible, for any damages or defects in the Product which were caused by repairs or attempted repairs performed by anyone other than an authorized service center. To the extent allowed by applicable laws, in no event shall Merlin Solar Technologies, Inc. be liable or in any way responsible for any incidental, consequential, special or punitive damages (including liquidated damages).

Product Model Number & Description:

Merlin FXT Series

Be sure to have this information available when you need service for your Product.



Warranty Periods

The warranty period for material defects and workmanship is 1 year. When modules are supplied with Merlin Solar Technologies, Inc. factory-applied adhesive, adhesion is warranted only when pre-approved in writing by Merlin Solar Technologies, Inc. and installation was made in strict accordance with the installation manual and relevant application guides.

The warranty period with respect to power output is for a total of 5 years with allowed degradation of 20% of the minimum rated power output (i.e., DC Nameplate) applied linearly over 5 years. Power output is to be determined by Merlin Solar Technologies, Inc. using procedures defined in the version of IEC 61215 applicable to the product at time of manufacture, with standard test conditions (STC) of 1,000 W/m² intensity, air mass (AM) of 1.5, 25°C cell temperature, and with an allowed tolerance of 3%.

Exclusions

The warranties described herein shall not apply when:

- a) the Product was damaged in transit,
- b) the exterior of the Product has been damaged, vandalized or defaced, has been subjected to misuse, improper service or handling, or has been altered or modified in design or construction,
- c) the Product was not stored and protected in accordance with Merlin Solar Technologies, Inc.'s instructions between the time it was delivered and the time it was installed,
- d) the Product was not installed in accordance with the documentation provided by Merlin Solar Technologies, Inc.,
- e) the Product was not commissioned in accordance with Merlin Solar Technologies, Inc.'s instructions prior to being placed in service,
- f) the Product is subjected to abuse, damage from external impacts, including improper snow removal and excessive foot traffic,
- g) the Product is subjected to improper voltage, power surges, abnormal environmental conditions, lightning, floods, and other analogous condition beyond Merlin Solar Technologies, Inc.'s control,
- h) the components in the construction base on which the Product is mounted are defective or not prepared in accordance with Merlin Solar Technologies, Inc.'s installation procedures.
- i) external corrosion, mold discoloration or the like occurs on the Product.

Warranty Transfer

This warranty is transferable provided the Product remains at the original vessel/vehicle where it was initially installed upon purchase.



Force Majeure

Merlin Solar Technologies, Inc. Solar shall not be responsible or liable in any way to the Purchaser or any third-party arising from any non-performance or delay in performance of any obligations hereunder, due to act of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, earthquake, volcano, flood, or any other similar cause or circumstance beyond the reasonable control of Merlin Solar Technologies, Inc.

Where to Obtain Service:

Warranty service is available at Merlin Solar Technologies, Inc. Authorized Dealer. Please contact your Authorized Dealer to obtain a Return Authorization Number and shipping instructions. **Proof of Purchase** will be required.

What to do to Obtain Service:

Ship prepaid or bring your Product to a Merlin Solar Technologies, Inc. Authorized Dealer. Be sure to have your **Proof of Purchase** available. If you ship the Product, be sure it is insured and packaged securely. Merlin Solar Technologies, Inc. will not be responsible for the costs of de-installation or reinstallation.

If coverage is denied in accordance of the terms of this warranty, Purchaser shall be responsible for shipping and other applicable charges, such as test fees.