SOLARPAINT BY APOLLO POWER

LIMITED WARRANTY
APOLLO PANDA AL1206
V 1025

Solarpaint Ltd. ("**Solarpaint**") generally provides the Warranties set forth herein to the original purchaser and its permitted successors and assigns ("**Customer**") with respect to the specific solar photovoltaic module model identified in the title of this document sold by Solarpaint ("**Product**"), provided that such Product is permanently installed on a rooftop, subject to the terms and conditions herein ("**Limited Warranty**"). Solarpaint and Customer may hereinafter be referred to each as a "**Party**" and collectively as the "**Parties**".

1. Warranty Start Date. Solarpaint provides the Warranties set forth herein commencing upon the earlier of delivery of a Product to the original purchaser thereof or that date which is twenty four (24) months following the Product manufacture date, as indicated by the serial number for such Product ("**Warranty Start Date**").

2. Limited Product Warranty. Beginning on the Warranty Start Date and terminating on that date which is one hundred and twenty (120) months thereafter, Solarpaint warrants that the Product shall be free from material defects in design, materials and workmanship that impair the performance of the Product ("**Limited Product Warranty**"). Material defects shall not include normal wear and tear.

3. Limited Power Warranty. Solarpaint warrants that the Degradation Rate shall not exceed the amount for the applicable period following the Warranty Start Date as set forth below: (i) 2% in the first year; (ii) 0.5% each year thereafter until that date which is twenty-five (25) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 86% of the Nominal Power Output.

4. Power Definitions. "**Nominal Power Output (PO0)**" means the original manufactured nameplate specification of the Product, expressed in Watts, as certified by Solarpaint and indicated on the module, excluding any specified positive tolerance. "**Actual Power Output (POt)**" means the power output of the module, expressed in Watts, at Watt peak that a module generates, at a given point in time in a year after the Warranty Start Date **(t)** in its 'Maximum Power Point' under Standard Test Conditions, corrected for any measurement error ("**STC**"). STC are as follows, measured in accordance with IEC 61215: (a) light spectrum of AM 1.5; (b) irradiation of 1000W per m^2; and (c) a cell temperature of 25 degrees centigrade at right angle irradiation. The "**Degradation Rate (DR)**" shall be any positive amount calculated in accordance with the following formula, expressed as a percent:

$$DR = 1.00 - [(PO_t) / (PO_0)]$$

5. Claims. Customer shall bear the burden of establishing a breach of the Warranties hereunder. If Customer believes there has been a breach of the Limited Product Warranty or Limited Power Warranty (collectively, "**Warranties**"), then Customer shall promptly, and not later than thirty (30) days after knowledge thereof, provide notice to Solarpaint setting forth the following information related to the claim: (a) party making claim; (b) detailed description; (c) evidence, including photographs and data; (d) relevant serial numbers; (e) Warranty Start Date; (f) Product information (type and model); (g) physical address; (h) any additional evidence reasonably requested by Solarpaint; and (i) upon request from Solarpaint, the actual Product(s) allegedly causing the breach. Notwithstanding anything to the contrary herein, Solarpaint shall be entitled, in Solarpaint's sole discretion upon written notice to Customer, to require that any breach of the Warranties alleged by Customer be reviewed by a neutral third-party testing laboratory selected by Solarpaint and approved by Customer, such approval not to be unreasonably withheld or delayed ("**Independent Testing Lab**"). The determination by an Independent Testing Lab as to whether a breach has occurred shall be final and conclusive with respect to the matters covered by such determination. Solarpaint shall be responsible for all costs incurred by it in connection with the shipment by Customer of a Product pursuant to Section 5(i) hereto and any Independent Testing Lab's services provided pursuant to this Section 5; provided, however, Customer shall promptly upon receipt of notice indemnify Solarpaint for all such costs on a dollar-for-dollar basis in the event the Independent Testing Lab is unable to confirm a breach of the Warranties or, if no Independent Testing Lab was utilized, Customer is otherwise unable to establish a breach of the Warranties.

6. Remedies. In Solarpaint's sole discretion, Solarpaint shall repair, replace, or provide additional Products compensating for the related power loss for any Products which cause a breach of the Warranties. Any additional, repaired, or replacement Products shall be delivered to the same destination and on the same INCOTERMS 2020 delivery basis as the original Product that caused the breach of the Warranties. Replaced Products received by Solarpaint pursuant to Section 5 shall become the sole property of Solarpaint. Solarpaint shall be solely responsible for all shipping costs incurred in performing its additional supply, repair, or replacement obligations under this Section 6. Additional or replacement Products shall be of the same or improved type as the original Product and shall be functionally and electrically compatible with the original Product, provided that reasonable differences in dimensions, weight, or electrical output due to design improvements shall not be deemed a breach of this Section 6. The electrical output of such additional or replacement Products shall be at least equal to, or greater than, the warranted power output of the original Product at the time of supply or replacement, based on the warranted degradation rates set forth in Section 3. Notwithstanding the foregoing, if Solarpaint no longer supplies Products meeting the foregoing criteria, then additional or replacement Products provided under this Section 6 shall be those

Products then supplied by Company that most closely and substantially meet the foregoing criteria. Solarpaint's performance of any repair, replacement, or additional supply pursuant to this Section 6 shall not extend the term of any Warranties.

7. Exclusions. The Warranties shall not apply to any Product which has been: (a) altered, repaired or modified without the prior written consent of Solarpaint or otherwise inconsistent with Solarpaint's written instructions; (b) removed and re-installed at any location other than the physical location in which it was originally installed following purchase by Customer or receipt from Solarpaint as a replacement Product; (c) subject to misuse, abuse, neglect, or accident; (d) subject to force majeure, electrical surges, lightning, flood, fire, vandalism, tampering, accidental breakage, or other events beyond Solarpaint's control, resulting in material damage to the Product; (e) subject to direct contact with corrosive agents or salt water, pest damage, or malfunctioning PV system components; or (f) used in a manner inconsistent with the Solarpaint Installation Manual provided with the Product. The Warranties shall not apply to any Product for which the labels thereon indicating type or serial number have been altered, removed or made illegible. The Warranties shall not apply to any Product for which full and final payment has not been received by Solarpaint.

8. Notice. Any notice required or permitted under this Limited Warranty shall be in writing and deemed to be properly given by the sender and received by the addressee. Mailed notices shall be addressed to Solarpaint Ltd. POB 218, Yokneam Illit, Israel 2069203. Notices by email should be sent to info@apollo-power.com. Customer shall promptly provide contact information upon request. For the avoidance of doubt, e-mail alone shall not constitute valid notice pursuant to this Section 8.

9. Limits Of Liability. Notwithstanding anything to the contrary in this Limited Warranty, except as expressly provided herein, Solarpaint makes no warranties, guarantees or conditions, express or implied, arising from or relating to the Products and Solarpaint disclaims any warranty or guarantee implied by law, including implied warranties of performance, merchantability or fitness for a particular purpose and implied warranties of custom or usage, arising from or relating to the Products. The remedies for breach of this Warranty are Customer's sole and exclusive remedies arising from or relating to any breach of the Warranties. In no event shall Solarpaint be responsible pursuant to this Warranty for any performance analysis, inspection, diagnosis, removal, customs, import duties, export duties, taxes, reinstallation costs, special, indirect, incidental, punitive, exemplary or consequential damages of any nature whatsoever, including losses or damages caused by reason of loss of use, loss of profits or revenue, interest charges (except as expressly provided herein), loss of bonding capacity, cost of capital or claims of customer damages, whether liability arises as a result of breach of contract, tort liability (including negligence), strict liability, by operation of law or in any other manner. Except as set out in this Limited Warranty, Solarpaint 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 this limited Warranty. Notwithstanding any other provision of this Limited Warranty, or any law, except for a law that cannot be conditioned, Solarpaint's liability limit shall not exceed the consideration paid to Solarpaint in respect of the Products which were supplied to the Customer.

10. Assignment. Notwithstanding anything to the contrary herein, this Limited Warranty is for the sole and exclusive benefit of Customer and there are no third party beneficiaries hereof; provided, however, subject to written notice to Solarpaint and Solarpaint's receipt of full and final payment for the Products, this entire Limited Warranty may be assigned in whole but not in part to any person or entity. Any permitted assignee of this Limited Warranty shall execute such agreements as may reasonably be requested by Solarpaint to confirm the applicability of any term hereof as a condition to assignment.

11. Law And Forum. Any dispute related to or arising out of this Limited Warranty, including without limitation any question regarding its existence, validity, breach, or termination, shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the purchase agreement between the original purchaser and Solarpaint. As a condition to any obligation of Solarpaint hereunder, Solarpaint may require any Customer seeking to enforce this Limited Warranty to execute such additional agreements as may reasonably be required to enforce the terms of this Section 11.

12. Entire Agreement. This Limited Warranty sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior discussions, understandings and agreements.

13. Severability. If one or more provisions of this Limited Warranty are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Limited Warranty, (b) the balance of this Limited Warranty shall be interpreted as if such provision were so excluded and (c) the balance of this Limited Warranty shall be enforceable in accordance with its terms.