

**LIMITED WARRANTY FOR PV MODULES –**

**Crossroads Solar’s Commitment**

Crossroads Solar is committed to providing quality products to our customers. Without the satisfaction of our customer base, we cannot continue to invest in the men and women we help transition back into society.

Crossroads Solar’s warranty goes beyond the industry standard. From day one, we have created escrow funds, reserved to cover warranty claims.

We are small, but we are nimble. We fully stand behind the viability of our product—if our panels fail, we are committed to providing adequate remediation to our customers.

**Crossroads Solar Limited Warranty for PV Modules**

***(Limited 10-Year Product Warranty and Limited 25-Year Performance Warranty)***

Crossroads Solar warrants its modules to the industry standard of a 10-year Product Warranty and a 25-year Performance Warranty. Warranty conditions and procedures are explained below. Generally, the Limited 10-Year Product Warranty covers material defects from manufacturing in the physical structure of a module; the Limited 25-Year Performance Warranty covers long-term power output.

**Limited 10-Year Product Warranty Provisions (Limited Product Warranty)**

Crossroads Solar warrants that the Customer’s PV Module (the Module) will maintain its mechanical integrity and stability in accordance with the approved operational methods described in the company’s Installation Manual. For example, the glass will maintain its integrity provided there are no indications of localized impacts or external forces; and the Module’s cable and connector plug will remain safe and operational provided the Module is professionally installed. Any damage caused by abrasion, improper installation, artificial damage, or animals are excluded from this warranty.

All claims under the Limited Product Warranty provisions require proof that the malfunctioning or nonconformity of the Module results exclusively from defects in materials and/or workmanship under normal application, installation, service and use. Color changes of the Module or any other changes in the product appearance do not constitute defects, insofar as the change in appearance does not stem from defects in material and/or workmanship, and does not cause degradation of functionality of the Module.

**Limited 25-Year Peak Power Warranty Provisions (Limited Performance Warranty)**

Industry standard for performance warranties relies on the marginal degrading of power output as modules age. This is tied largely to UV penetration of the materials and the physics of silicon cells. We support this industry standard and warrant our modules to contemporary standards, which calls for a maximum power reduction of roughly 20% over the 25-year period, such that by the end of Year-25 the Module will produce 80.7% of the power output stated in Year-1.

During Year-1, Crossroads Solar warrants that the actual power output of the Module will be no less than 97.5% of the labeled power output. In subsequent years—Year-2 to Year-25—the annual decline in output will be no more than 0.7% per annum, and by the end of Year-25, the measured power output will be no less than 80.7% of the labeled power output. The actual power output of the Module shall be measured for verification using Standard Test Conditions (STC).[[1]](#footnote-1)

**How our Warranty Works**

**Limited Product Warranty**: If, within a period of ten (10) years from date shown on the sales invoice (sales receipt), the Customer’s Module exhibits a material physical malfunction due to defects in material or workmanship, Crossroads Solar will replace the Module. Per industry standard, we will provide the replacement, but we will not provide the labor for reinstallation. The determination of physical malfunction (failure) will be within the sole discretion of Crossroads Solar. Crossroads Solar will replace the failed Module or compensate the owner, at the company’s discretion.

**Limited Performance Warranty**: If the Module fails to provide power at the marginal rate of natural decline over a 25-year period from the date shown on the invoice (sales receipt), Crossroads Solar will replace the Module or compensate the owner, at the company’s discretion. Power output will be judged under Standard Test Conditions (STC), as specified on Crossroad’s specification label.

In the event that a claim is approved, Crossroads Solar will restore such loss by:

* Providing an additional module to the Customer;
* Repairing or replacing the defective Module(s); or
* Providing a residual market value for the product.

The appropriate remedy will be determined by Crossroads Solar. The remedies set forth in this clause shall be the sole and exclusive remedies provided under the Limited Performance Warranty.

**Exclusions and Limitations to Warranty**

All warranty claims must be filed within the applicable warranty period.

**Damage:** The Limited Product Warranty and the Limited Performance Warranty do not apply to any modules which have been subjected to, but not limited to, the following conditions:

* Misuse, abuse, neglect, or accident;
* Alteration, improper installation, or application;
* Repair or modifications; or
* Power failure surges, lighting, flood, fire, accidental breakage, or other events outside Crossroad’s control.

Warranty claims will not be honored if the serial number of the Module has been altered, removed, or made illegible.

**Other Excluded Costs:** Neither the Limited Product Warranty nor the Limited Performance Warranty cover any of the following expenses:

* Transportation charges, customs clearance charges, or any other costs for return of the Module(s);
* Transportation charges, custom clearance charges, or any other costs for reshipment of any repaired or replaced module(s);
* Costs associated with installation, removal, or reinstallation of the new Module(s); or
* Any other reasonable cost associated with replacement of a module.

**Scope of Warranty:** These Limited Warranties, as set forth herein, are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability, limited warranty of fitness for a particular purpose, use, or application, and all other obligations or liabilities on the part of Crossroads Solar, unless such other obligations or liabilities are expressly agreed to in writing signed by and approved by Crossroads Solar.

Crossroads Solar is not responsible for and shall not be held liable for any damage, loss, or injury to any persons or property—resulting from any cause whatsoever— arising out of or related to the Module, including, but not limited to, any damage, loss, or injury caused by defects in the Module, use of the Module, or installation of the Module.

Crossroads Solar shall not be liable for incidental, consequential, or special damages, however caused, under any circumstances. Losses of use, of profits, of production, and of revenues are specifically, and without limitation, excluded.

Crossroads Solar’s aggregate liability, if any, shall not in any event exceed the purchase price paid by the Customer for such module.

**Severability:** If a part, provision, or clause of this Limited Warranty for PV Modules, or the application thereof to any person or circumstance, is held invalid, void, or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses, or applications of this Limited Warranty for PV Modules, and to this end such other parts, provisions, clauses, or applications of this Limited Warranty for PV Modules shall be treated as severable.

**Transferability:** This warranty is transferable when the product remains installed in its original location from the original purchaser (the Customer). The original purchase receipt is required**.**

**Disputes**: In the event that a claim is rejected by Crossroads Solar because the measured power output conforms to the provisions of the Limited Performance Warranty, the Customer is entitled to challenge the results, at their own cost, by appealing to an accredited testing laboratory, such as Intertek, TUV Rhineland in Cologne, Germany, or Solar PTL.

**Force Majeure:** Crossroads Solar shall not be responsible or liable in any way to the Customer or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty for PV Modules, due to acts of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of Crossroads Solar. In such cases, Crossroads Solar’s performance of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

**Procedures for Obtaining Redress under Warranty**

In the event the Customer believes they have a justified claim under the Limited Product Warranty or the Limited Performance Warranty, the Customer should notify Crossroads Solar by written mail and/or email.

|  |  |
| --- | --- |
| To file a claim, please contact: | Crossroads Solar  251 E. Sample St.  South Bend, IN 46601  [warranty@crossroads-solar.com](mailto:warranty@crossroads-solar.com) |

With the notification, the Customer should enclose:

* Evidence of the claim;
* The corresponding serial number of the Module; and
* The original invoice for the Module purchase.

Crossroads Solar will not accept the return of any Module, unless it has provided the Customer with prior written approval.

The repair or replacement of the modules, or the supplying of additional modules, does not cause the beginning of new warranty terms, nor shall the original terms of this Limited Warranty for PV Modules be extended.

Any returned modules shall become the property of Crossroads Solar. Crossroads Solar has the right to deliver another type—different in size, color, shape, and/or power—in the case that Crossroads Solar has discontinued its production of the prior, returned model.

**Contact Information:**

Crossroads Solar

251 E. Sample St.

South Bend, IN 46601

patrickregan@crossroads-solar.com

1. Peak Power at standard test conditions (STC) is as follows: (i) irradiance of 1,000 W/m2¬; (ii) cell temperature of 25°C; and (iii) air mass 1.5. [↑](#footnote-ref-1)