



LIMITED WARRANTY FOR PV MODULES
TWO YEAR WARRANTY
(As applicable to specific products)

1. Limited Product Warranty

Ascent Solar Technologies, Inc. (“**Ascent**”) warrants that its photovoltaic modules (“**PV Modules**”) will be free from material defects in materials and workmanship under normal application (“**Normal Application**”), use, installation, operation and service for a period of one (1) year from the date of sale to the end user customer (“**Customer**”) that purchases PV Modules from Ascent directly or from an authorized channel partner, installer or original equipment manufacturer. If the PV Modules do not conform to the foregoing Limited Product Warranty, Ascent will, at its sole option, either repair or replace the PV Modules, or refund a prorated portion of the purchase price paid by the Customer. If replaced or repaired, the replacement or repaired PV Modules will be covered by this Limited Product Warranty for the remainder of the returned PV Modules’ Limited Product Warranty period. This Limited Product Warranty does not warrant a specific power output, which is exclusively covered under the Limited Power Output Warranty set forth in Section 2 below.

2. Limited Power Output Warranty

Ascent additionally warrants that the PV Modules shall (i) during the first two (2) years from the date of sale, produce at least eighty percent (80%) of the minimum power output rating, where the minimum power output rating is the rated power minus the applicable tolerance, as specified in the PV Module Specification Sheet(s). Power output shall be determined by Ascent and measured under Standard Test Conditions (“**STC**”) using a method, measurement equipment, and laboratory acceptable to Ascent. This Limited Power Output Warranty applies only to PV Modules installed, operated, and serviced according to Ascent documentation and only if the lost power is due to a material defect in material or workmanship. If the PV Modules do not conform to the foregoing Limited Power Output Warranty, Ascent will, at its option, (i) repair or replace the PV Modules, (ii) provide supplemental PV Modules to meet the minimum power output, or (iii) refund a prorated portion of the purchase price commensurate with the lost power, as reasonably determined by Ascent.

3. Limitation of Remedies

THE REMEDIES SET FORTH ABOVE ARE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY BY ASCENT. The sole purpose of these exclusive remedies is to provide for the repair, replacement, or supplementation of PV Modules, or refund of a portion of the applicable purchase price, in the event of a breach of warranty at Ascent’s option. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ascent is willing and able to replace or repair the nonconforming PV Modules, provide supplemental PV Modules, or provide a refund for such PV Modules as described under the terms of the foregoing

limited warranties. This warranty is in lieu of all other warranties. Ascent's failure to enforce any of the terms or conditions of warranty will be not construed as a waiver of that provision or any other terms and conditions of these warranties.

4. Effectivity, Registration, Transfer

The warranties are only effective if the PV Modules were purchased directly from Ascent or from an authorized channel partner, installer or original equipment manufacturer, the PV Modules were installed in a normal Application in accordance with Ascent documentation, and the installation was registered at www.ascentsolar.com. Warranties are transferable to an assignee only when the PV Modules remain installed in the original location. Transferred warranties shall remain in effect for the time period remaining in the term of the respective original limited warranties.

5. Warranty Exclusions

The warranties do not apply to any damage, malfunctions, or failures of PV Modules which, in the judgment of Ascent, have been subject to:

- a. misuse, abuse, neglect, alteration, accident, or vandalism, or excessive wear and tear;
- b. improper or inadequate installation, application, maintenance or cleaning, or failure to otherwise use reasonable care in maintaining the PV Modules;
- c. negligence in use, storage, transportation, or handling;
- d. installations not in conformance with Ascent specifications, installation manuals, operation manuals, and maintenance instructions;
- e. application to substrates or materials that have not been approved by Ascent;
- f. damage or corrosion caused by substrates, roofing materials, or their properties, such as corrosion resistance, thermal expansion and contraction, and water sealing properties;
- g. lack of compliance with applicable codes;
- h. repair by anyone other than Ascent or an Ascent-approved repair technician;
- i. power failure, power surges, lightning, fire, falling objects, flood, insect or animal damage, or other events or accidents outside Ascent's reasonable control;
- j. altered, removed, or illegible PV Modules serial number(s);
- k. damage due to water pooling on the PV Modules surface or any evidence thereof; or
- l. damage or corrosion due to environmental pollution, such as soot, chemical vapors, acid rain, or salt water.

The warranties do not cover any transportation costs for return of PV Modules or for reshipment of any repaired PV Modules, costs associated with installation, removal or reinstallation of PV Modules, or costs associated with any other system components or parts other than the PV Modules.

6. Warranty Limitations

EXCEPT AS EXPRESSLY SET FORTH IN THIS SCHEDULE C, ASCENT MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, WHETHER

EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL ASCENT BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, OR LOSS OF REVENUES ARISING DIRECTLY OR INDIRECTLY FROM THE SALE OR USE OF ANY PRODUCTS (INCLUDING PV MODULES), WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF ASCENT FOR NONCONFORMING PRODUCTS EXCEED THE PURCHASE PRICE PAID TO ASCENT FOR THE PARTICULAR PV PRODUCT INVOLVED. THE RIGHTS AND LIMITATIONS IN THIS DOCUMENT MAY NOT AFFECT LEGAL RIGHTS EXISTING UNDER MANDATORY APPLICABLE LAWS.

7. Return Policy, Contact Information

A Customer seeking to make a claim covered by this warranty must immediately notify the party who sold the PV Modules, or an authorized Ascent representative, or Ascent directly at www.ascentsolar.com. Warranty claims must be submitted to Ascent with a description of the claimed defect, the PV Modules' serial numbers, and evidence indicating the purchase date. Ascent will not accept the return of any PV Modules unless it has given prior written authorization in the form of a validly issued return material authorization. In the event that a claimed defect is denied and the PV Modules have been shipped to Ascent for evaluation of the claimed defect, Ascent is not responsible for the packaging and transportation costs, if any, to return the PV Modules.