HELIENE INC. PRODUCT WARRANTY



Heliene Canada will certify that the photovoltaic modules manufactured and serviced directly from its premises in Sault Ste. Marie conform to the requirements of the specified norm and will provide the following

a) Ten year guarantee for manufacturing or material defects

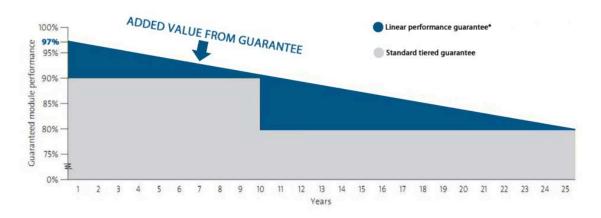
Heliene Canada guarantees that, for a period of ten years from the date of shipment, to the invoiced buyer, their modules are free from faults in their materials or our own manufacturing process, under normal conditions of installation and use.

Should at any time during the aforementioned guarantee validity period, the module not function correctly due to its manufacturing or to deterioration or wear of one of its relevant components, Heliene Inc. agrees, depending on the type of defect found, to repair, replace or refund for the particular faulty panel.

b) Twenty-five year linear power guarantee.

Heliene Inc. guarantees that, for a period of twenty five years from the date of shipment to the invoiced buyer, the average power the module generates and which is measured in standard test conditions (I=1000W/m2; AM 1.5; Tcel: 25C), will not be lower than 80% of its minimum value.

Initial degradation may occur of up to 3%, while 0.7% maximum year of year continual degradation until year 24 until 80% of initial power at year 25.



c) Exclusions and Limitations of the Guarantee

- > The following cases shall not be covered by the guarantee-related rights herein
- > Accidents due to the shipment (on FOB Sault Ste. Marie sales condition), or storage at client's site, on different commercial arrangements including warehousing, the limitation and exclusion of guarantee shall be negotiated and agreed by the parties.
- > Incorrect handling, negligent installation, use or maintenance.
- > Damage resulting from surges, storm discharges, floods, earthquakes, fires and actions by third parties or any other reason implying non conformity with standard conditions of operation.
- > Manipulation of modules serial numbers leading to incorrect identification of the faulty module.

The guarantees expressed herein shall not cover the shipping costs incurred by the return of the repaired or replacement modules from/to site, whatever the cause is, nor the installation and/or reinstallation of the modules.

Martin Pochtaruk

President – Heliene Inc.