

**INSURANCE COMPANY
(A Stock Insurance Company)**

**SOLAR POWER OEM 2.0 v4
CONTRACTUAL LIABILITY INSURANCE POLICY**

IMPORTANT NOTE: “Covered Solar Energy Collection Equipment” must be identified and reported to us in accordance with the Reports of “Covered Solar Energy Collection Equipment” Condition; otherwise, there will be no coverage under this “Policy” for “losses” relating to that equipment. In addition, “Losses” must be reported to us in accordance with the Annual Reporting Requirement Condition; otherwise, no coverage exists for such “losses” under this “Policy”. Various other provisions in this “Policy” likewise limit or restrict coverage. Read the entire “Policy” carefully to determine rights, duties and what is and is not covered.

Throughout this “Policy”, the words “you” and “your” refer to the “Insured” shown in the Declarations of this “Policy”. The words “we”, “us” and “our” refer to the Company providing this Insurance. Other words and phrases that are capitalized or that appear in quotation marks have special meaning. Refer to Section D.—DEFINITIONS.

Insurance Company (Company), subject to all the terms of the “Policy”, agrees with the “Insured” as follows:

In consideration of the payment of premium set forth herein, in reliance upon the statements made in your application and in the Declarations of this “Policy”, and subject to the Limits of Liability, Exclusions, Conditions and other terms of this “Policy”, we agree:

A. COVERAGE

1. Subject to any “Self-Insured Retention” and “Insured Co-Participation”, we will pay you for “Loss” you incur or will incur:
 - a) To repair or replace, or to furnish financial settlement to your customers for, “Covered Solar Energy Collection Equipment” that suffers “Damage” arising from a “Product Defect”;
 - b) In the event that “Covered Solar Energy Collection Equipment” fails to meet your warranted level of energy yield, to:
 - 1) Repair or replace equipment in order to conform its energy performance to your “Warranted Energy Production Level”; or

40 2) Furnish financial settlement to your customer because of the failure of
41 the "Covered Solar Energy Collection Equipment" to achieve its
42 "Warranted Energy Production Level",
43 but only in accordance with your "Warranty Terms".
44

- 45 2. Under no circumstances shall the coverage afforded by this "Policy" exceed the
46 lesser of:
47 a) The "Warranty Terms";
48 b) The "Actual Cash Value" of the "Damaged" "Covered Solar Energy Collection
49 Equipment"; or
50 c) The Limits of Liability of this "Policy".
51
- 52 3. Coverage is limited solely to "Losses" that occur during the "Warranty Period of
53 Coverage" and are reported to us in accordance with the Annual Reporting
54 Requirement under Condition E.4.
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56 B. EXCLUSIONS

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58 This "Policy" does not provide coverage for:
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- 60 1. Any "Loss" arising from a warranty that has not been accepted by us in writing;
61 2. Direct physical damage to or destruction of to "Covered Solar Energy Collection
62 Equipment" by any peril or cause;
63 3. Consequential or incidental loss of any kind, including but not limited to loss of use
64 of "Covered Solar Energy Collection Equipment," loss of revenue or income, or any
65 extra expense you incur including but not limited to shipping, receiving, handling,
66 inspecting, testing or installing any "Covered Solar Energy Collection Equipment";
67 4. Any "Loss" or "Damage" arising from or caused by any repair;
68 5. Any "Loss" or "Damage" arising from or caused by abuse, misuse or neglect of the
69 "Covered Solar Energy Collection Equipment";
70 6. Any "Loss" or "Damage" arising from or caused by a failure to maintain the "Covered
71 Solar Energy Collection Equipment" or by improper maintenance of the "Covered
72 Solar Energy Collection Equipment";
73 7. Any "Loss" or "Damage" arising from or caused by the delivery and/or installation of
74 the "Covered Solar Energy Collection Equipment";
75 8. Product recall expenses;
76 9. "Loss" within a "Self-Insured Retention" amount shown on the Declarations Page;
77 10. That portion of "Loss" that falls within the "Insured Co-Participation";
78 11. Any "Loss" in excess of the Limits of Liability indicated on the Declarations of the
79 "Policy";
80 12. The cost you incur to rectify or remedy a defect in product design, assembly,
81 materials, engineering or manufacturing, including efforts you undertake to

- 82 research, re-design, re-draft, re-tool or re-engineer the product, work practices or
83 production processes;
- 84 13. Any "Loss" or "Damage" arising from or caused by events specifically excluded by
85 your "Warranty Terms";
- 86 14. Any liability for bodily injury, property damage, personal injury or advertising injury;
- 87 15. Any actual or alleged breach of any implied warranties arising by operation of law;
- 88 16. Any "Loss" or "Damage" arising from a willful act or gross negligence on your part;
- 89 17. Your obligation or duty to anyone other than the "Warranty Holder";
- 90 18. Any "Loss" or "Damage" arising from the interruption of service from any "Covered
91 Solar Energy Collection Equipment" regardless of the cause, including but not limited
92 to unavailability or delay of replacement part(s), services or servicing equipment;
- 93 19. any defense or representation against a "Suit" or other judicial or administrative
94 proceeding;
- 95 20. Any "Loss" or "Damage" based upon, arising out of or in connection with any actual
96 or alleged violation of any federal, state or local laws or regulations by you;
- 97 21. Any "Loss" or "Damage" arising from a nuclear reaction, nuclear radiation or
98 radioactive contamination;
- 99 22. Any "Loss" or "Damage" arising from hostile or warlike actions, insurrection,
100 rebellion, riots, civil unrest, revolution, civil war, usurped power in time of peace or
101 war, including action in hindering, combating or defending against an actual
102 impending or expected attack by:
- 103 a) Any government or sovereign power (de jure or de facto);
- 104 b) Any authority maintaining or using military, naval or air forces;
- 105 c) Any military, naval or air forces;
- 106 d) Any agent of any government, power authority or force;
- 107 23. Any fines or penalties imposed on you by any governmental entity or "Warranty
108 Holder";
- 109 24. Any "Loss" or "Damage" arising from or caused by a "Pollution Incident";
- 110 25. Any "Loss" or "Damage" caused directly or indirectly by "Terrorism", including but
111 not limited to action in hindering or defending against an actual or expected incident
112 of "Terrorism". Such "Loss" or "Damage" is excluded regardless of any other cause
113 or event that contributes concurrently or in any sequence to the loss;
- 114 26. "Loss" or "Damage" directly or indirectly caused by or contributed to by or arising
115 from the use or operation, as a means for inflicting harm, of any computer,
116 computer system, computer software program, malicious code, computer virus or
117 process, or any other electronic system;
- 118 27. Any "Loss" or "Damage" arising out of any "Product Defect" where the defect was
119 known to you prior to the sale of the "Covered Solar Energy Collection Equipment"
120 incorporating that "Product Defect".

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122 **C. LIMITS OF LIABILITY**

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- 124 1. The Aggregate Limits of Liability stated in the Declarations of this "Policy" shall be
125 the maximum amount payable hereunder for all "Losses".
126 2. The "Self-Insured Retention", if any, shown in the Declarations of this "Policy" shall
127 apply separately to each "Loss", subject to any aggregate "Self-Insured Retention".
128 If an aggregate "Self-Insured Retention" is shown in the Declarations of the "Policy",
129 the aggregate shall be the maximum "Self-Insured Retention" payable by the
130 "Insured" for all "Losses".
131 3. The "Insured Co-Participation", if any, shown in the Declarations of this "Policy" shall
132 apply separately to each "Loss" after the exhaustion of any "Self-Insured Retention".
133

134 D. DEFINITIONS

135 1. Actual Cash Value

136 Means either a) or b) below, reduced by any salvage you may gain by reselling or
137 recycling the "Covered Solar Energy Collection Equipment" that is the subject of the
138 "Loss" or by employing that equipment for your own use:
139

- 140 a) Except for when b) applies, the price at the time of your sale of "Covered Solar
141 Energy Collection Equipment" reduced by an amount equal to 4% of that price
142 per each 365 day period following the "Warranty Start Date" until the
143 "Warranty Termination Date".
144
145 b) Any new "Covered Solar Energy Collection Equipment" provided to your
146 "Warranty Holder" as replacement for defective "Covered Solar Energy
147 Collection Equipment" shall be deemed to have value not to exceed the "Actual
148 Cash Value" of the "Covered Solar Energy Collection Equipment" it replaces as
149 determined by a) above; however, if the cost of such new equipment is less
150 than the calculated "Actual Cash Value", the "Actual Cash Value" will be either
151 the replacement cost of such new equipment or the "Actual Cash Value" of
152 equipment you are replacing (as determined by a) above), whichever is less.
153

154 2. Annual Period

155 Means each 12 month period that runs from one "Policy Anniversary" to the next
156 "Policy Anniversary", commencing with the inception date of this "Policy".
157

158 3. Bankruptcy

159 Means the discharge from debt obtained either under:

- 160 a) the bankruptcy laws of the United States of America; or
161 b) bankruptcy proceedings in another country, but only to the extent the specific
162 proceedings were recognized pursuant to the bankruptcy laws of the United
163 States of America.
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165 4. Claim or Claims

166 Means a demand made by you to us for payment for "Loss" under this "Policy".

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5. Claims Administrator

Means any third party claims administrator that may be appointed by us pursuant to Condition E.3. of this “Policy”.

6. Covered Solar Energy Collection Equipment

a) Means equipment designed for the collection of solar energy for the production of electricity made of new or reprocessed and certified as new materials that are free of any known defects and that are certified by an international certification organization, including photovoltaic cells, panels and modules, which was sold by you during the “Policy Period” and has been reported in accordance with Condition E.25. of this “Policy”.

b) “Covered Solar Energy Collection Equipment” does not include:

- 1) Any equipment that has not been reported in accordance with Condition E.25 of this “Policy”;
- 2) Foundation, support apparatus or footings;
- 3) Cabinet, compartment, conduit or ductwork;
- 4) Vehicle or any equipment mounted on a vehicle;
- 5) Transmission cables, wires or lines and related equipment, including but not limited to batteries, inverters and transformers, that are not your product; and
- 6) Data.

7. Covered Warranty

Means a written warranty issued by you to a “Warranty Holder”, which has become effective during the “Policy Period”, has been accepted by us in writing, and has been attached to this “Policy” by endorsement.

8. Damage or Damaged

Means the impairment of usefulness or failure of “Covered Solar Energy Collection Equipment”.

9. Insured

Means the “Insured” shown in the Declarations of this “Policy”.

10. Insured Co-Participation

Means the percentage shown in the Declarations of this “Policy”, which is the percentage owed by the “Insured” for each and every “Loss” after the exhaustion of any “Self-Insured Retention”.

11. Loss or Losses

Means the amounts you are obligated to pay or incur in the fulfillment of your “Warranty Terms” that arises from a valid demand for remedy made to you by a

210 “Warranty Holder” for “Covered Solar Energy Collection Equipment”. A “Loss” may
211 combine multiple demands, whether made to you by a single “Warranty Holder” or
212 multiple “Warranty Holders”, into one “Loss”, but only when:

- 213 a) The valid demands for remedy relate to the same product model of “Covered
214 Solar Energy Collection Equipment”;
- 215 b) The “Covered Solar Energy Collection Equipment” suffers from the same
216 “Product Defect”; and
- 217 c) You prove that all such valid demands were received by you during a period of
218 no more than thirty (30) consecutive calendar days.

219
220 **12. Policy**

221 Means this contract of insurance.
222

223 **13. Policy Anniversary**

224 Means the same day and month as the inception day and month of this “Policy”.
225

226 **14. Policy Period**

227 Means the period from the effective date as shown on the Declarations of this
228 “Policy” to the termination of the “Policy”, as shown on the Declarations, or its
229 earlier cancellation date, if any.
230

231 **15. Pollution Incident**

232 Means the emission, discharge, release or escape of any solid, liquid, gaseous or
233 thermal irritant or contaminant, including but not limited to smoke, vapor, soot,
234 fumes, acids, alkalis, chemicals and waste.
235

236 **16. Premium**

237 Means the amount calculated in accordance with the Declarations of this “Policy”.
238 All “Premium” is fully earned by the Company upon the effective date of this
239 “Policy”.
240

241 **17. Product Defect**

242 Means a unit or a part or component thereof that:

- 243 a) Breaks;
- 244 b) Ceases to perform the function for which it was designed or installed, exclusive
245 of any failure to properly maintain such unit, part or component;
- 246 c) Fails to conform to your technical specifications in any material respect;
- 247 d) Is not manufactured in any material respect in accordance with your technical
248 specifications; or
- 249 e) Is not free of defect in material or workmanship.

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251
252 **18. Self-Insured Retention**

253 Means the amount of an insurable “Loss”, as stated in the Declarations of this
254 “Policy”, which is your responsibility, and which you shall bear before any payment
255 is made to you by the Company.

256

257 **19. Suit or Suits**

258 Means civil and criminal actions or proceedings, including lawsuits, arbitration
259 proceeding, mediations, and any other adjudicatory or alternative dispute resolution
260 proceedings.

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262 **20. Standard Test Conditions**

263 Means the set of reference photovoltaic device measurement conditions set forth in
264 IEC 61853-1 or any amendments thereto as of the time of the “Loss”.

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266 **21. Terrorism**

267 Means activities against persons, organizations or property of any nature that
268 involve any of the following or preparation for any of the following:

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a) Use of threat of force or violence;

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b) Commission or threat of a dangerous act;

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c) Commission or threat of an act that interferes with or disrupts an electronic,
272 communication, information or mechanical system, and when the effect is to
273 intimidate or coerce a government or the civilian population or any segment
274 thereof, or to disrupt any segment of the economy; or

275

d) Where it appears that the intent is to intimidate or coerce a government, or to
276 further political, ideological, religious, social or economic objectives, or to
277 express (or express opposition to) a philosophy or ideology.

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279 **22. Warranted Energy Production Level**

280 Means your warranted level of energy yield for “Covered Solar Energy Collection
281 Equipment” as defined or set forth in your “Warranty Terms”.

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283 **23. Warranty Holder**

284 Means any individual or entity that is qualified to make a demand for remedy of
285 “Damage” in accordance with your product “Warranty Terms”.

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287 **24. Warranty Period of Coverage**

288 Means the period of time commencing with the “Warranty Start Date” and
289 terminating on the “Warranty Termination Date”. Under no circumstances will the
290 “Warranty Period of Coverage” exceed the warranty period set forth in your
291 “Warranty Terms”.

292

293 **25. Warranty Start Date**

294 Means the date of sale of the “Covered Solar Energy Collection Equipment” to the
295 first customer installing “Covered Solar Energy Collection Equipment” for their own

296 use or six (6) months after the "Covered Solar Energy Collection Equipment"
297 dispatches from the factory, whichever occurs earlier. However, if the "Warranty
298 Start Date" occurs prior to the inception date of the "Policy", the "Warranty Start
299 Date" will be the inception date of the "Policy".
300

301 **26. Warranty Termination Date**

302 Means ten (10) years from the "Warranty Start Date". However, if the warranty
303 period set forth in your "Warranty Terms" ends before the "Warranty Termination
304 Date" established in the preceding sentence, the "Warranty Termination Date" is the
305 date the warranty ends pursuant to your "Warranty Terms".
306

307 **27. Warranty Terms**

308 Means the terms of your "Covered Warranty".
309

310 **E. CONDITIONS**

311
312 1. Abandonment

313 There can be no abandonment of any property to us.
314

315 2. Access to Records

316 We shall have access at any and all reasonable times during the "Warranty Period of
317 Coverage", or thereafter for any unresolved "Claims", to your books and records,
318 wherever located, as they relate to "Covered Solar Energy Collection Equipment",
319 "Claims" or "Losses".
320

321 3. Administration of Claims

322 We, or anyone appointed by us, including any "Claims Administrator", shall be
323 responsible for administering and adjusting "Claims" and "Losses".
324

325 4. Annual Reporting Requirement

326 You must notify us in writing of each "loss" within sixty (60) days of the end of the
327 "Annual Period" in which the "loss" first occurred. For each "loss", the written
328 notice shall:

329 a) Identify the "Covered Solar Energy Collection Equipment";

330 b) Identify the "Covered Warranty";

331 c) Identify the "Warranty Holder" making the demand for remedy;

332 d) Describe the demand for remedy giving rise to the "loss";

333 e) Describe the extent of the "loss"; and

334 f) Provide any additional information that may be reasonably requested by us.

335 Failure to provide this required written notice of a "loss" within sixty (60) days from
336 the end of the "Annual Period" in which the "loss" first occurred will result in there
337 being no coverage for that "loss" under this "Policy". This Annual Reporting

338 Requirement in no way modifies your obligations under Condition E.14 or any other
339 provision of this "Policy".
340

341
342 5. Assignment of Rights
343 Assignment of interest under this "Policy" shall not bind us unless and until our
344 consent is endorsed hereon. Nothing in this Condition shall restrict the application
345 of Condition E.6 of this "Policy".
346

347 6. Bankruptcy
348 Your "Bankruptcy" shall not relieve us of our obligations under this "Policy". In the
349 event of your "Bankruptcy", your "Warranty Holder" shall have the same rights and
350 obligations under this "Policy" that you have. Under no circumstances shall we:
351 a) Have any liability to the "Warranty Holder" beyond that which we would have
352 had to you but for your bankruptcy;
353 b) Be deemed to have assumed any obligations under the "Covered Warranty";
354 or
355 c) Have any liability to the "Warranty Holder" within the "Self-Insured
356 Retention" amount. Each "Claim" made pursuant to this Condition E.6 is
357 subject to a separate "Self-Insured Retention", regardless of any aggregate
358 "Self-Insured Retention" that may be part of this "Policy".
359

360 7. Burden of Proof
361 Before payment can be made on any "Claim" or "Loss", you must:
362 a) Submit to us a detailed Proof of Loss in a form acceptable to us containing the
363 information we may request with respect to the "Loss"; and
364 b) Provide reasonable proof of any "Loss" sustained. Such proof shall include:
365 1) A description of the "Covered Solar Energy Collection Equipment" and
366 the components involved, and a description of how, when and where the
367 "Damage" occurred;
368 2) Complete inventories of the property or equipment that is the subject of
369 any "Loss", including quantities, costs, values and the amount of "Loss"
370 being claimed;
371 3) Documentation of the testing of "Covered Solar Energy Collection
372 Equipment" in accordance with "Standard Test Conditions" defined in
373 International Electrotechnical Commission (IEC) standards. The extent of
374 testing and documentation that is required shall be governed by your
375 "Warranty Terms"; however, to the extent your "Warranty Terms" do not
376 specifically set forth the actual testing and documentation that is
377 required, the required testing and documentation shall be as mutually
378 agreed between you and us to sufficiently demonstrate the extent of the
379 "Loss"; and

380 4) Any other information or documentation, including but not limited to any
381 inspection or testing reports, and qualified estimates or invoices for
382 repair or replacement of "Covered Solar Energy Equipment", that may
383 assist us in evaluating and substantiating the "Loss".
384

385 8. Cancellation/Nonrenewal

386 Neither you nor the Company may cancel this "Policy", except that we may cancel
387 this "Policy" for non-payment of premium.
388

389 9. Changes of Risks

390 You shall notify us and provide information to us about any change in the design,
391 engineering, manufacturing, testing, materials, and operating and maintenance
392 specifications for "Covered Solar Energy Collection Equipment" that a reasonably
393 prudent insurer would consider material to the acceptance of risk under the terms
394 and conditions of a policy of insurance such as this "Policy". This "Policy" may be
395 rescinded by us if you fail to provide us such notification and information. In
396 addition, we may, at our discretion, and as a result of a change of risk, change the
397 terms of this "Policy"; however, we may not change the "Policy Period" nor cancel
398 the "Policy".
399

400 10. Concealment, Misrepresentation or Fraud

401 This "Policy" shall be void if you have concealed or misrepresented any material fact
402 concerning this "Policy" or the subject thereof. This "Policy" also shall be void in
403 case of any fraud, attempted fraud, intentional concealment, misrepresentation, or
404 false swearing by any "Insured" or its representatives regarding any matter relating
405 to this "Policy" or any "Claim" or "Loss" under this "Policy".
406

407 11. Conformity of Statute

408 The terms of this "Policy" that are in conflict with the statutes of the state wherein
409 this "Policy" is issued are hereby amended to conform to such statutes.
410

411 12. Coverage Territory

412 Any "Claim" or "Loss" under this "Policy" may relate to "Covered Solar Energy
413 Collection Equipment" located worldwide, except no coverage shall be provided
414 under this "Policy" where payment by us would violate the laws of the United States
415 of America.
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417 13. Currency Clause

418 All currency amounts referenced herein are United States Dollars.
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420 14. Duties in the Event of Loss or Damage

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- a) In addition to the requirements set forth under Condition E.4, you must see that the following are done in the event you become aware of “Damage” that may lead to a possible “Claim” or “Loss”:
 - 1) As soon as reasonably practicable, notify us in writing of such “Damage”;
 - 2) Take all reasonable steps to preserve and salvage the “Covered Solar Energy Collection Equipment” that may be the subject of a “Loss” in order to minimize the “Damage”, including taking steps in accordance with any reasonable instructions as may be given by us or anyone appointed by us;
 - 3) Expeditiously determine the extent of the “Damage” and any “Loss” and its cause, and recommend steps to remedy the “Damage”. Thereafter, you shall submit a written report to us describing the extent of the “Damage” and any “Loss”, the causes thereof, and measures that you recommend are to be taken to remedy same;
 - 4) You or any person authorized by you has the duty to control all necessary repairs, provided however, that you shall ensure that such repairs are performed in a proper, reasonable and economical manner; and
 - 5) Upon your notification to us, you may enter into a financial settlement, carry out repairs of any “Damage”, or replace items which have sustained “Damage” where the financial settlement, the cost of repair, or the cost of the replacement items would be less than the “Self-Insured Retention” shown in the Declarations of this “Policy”; in all other cases, we or someone retained by us shall have the opportunity to inspect the “Damage” before any repairs or alterations are effected, and we shall not unreasonably delay the exercise of this right.

 - b) In addition to the requirements set forth under Condition E.4, You must see that the following are done in the event of a “Loss”:
 - 1) As soon as reasonably practicable, notify us in writing of such “Loss”;
 - 2) You shall comply with the conditions set forth under Conditions E.14.a)2) through E.14.a)5), above, which also are applicable in the event of a “Loss”;
 - 3) Permit us or anyone appointed by us to inspect any property or documents proving the “Loss”, examine your books and records, make copies from your books and records, and permit us to take samples of damaged and undamaged property, which is the subject of any “Loss”, for inspection, testing and analysis; and
 - 4) Cooperate with us in the investigation and/or settlement of a “Claim” or “Loss”.

 - c) We may examine any of the “Insured’s” owners, agents or employees under oath, while not in the presence of any other owner, agent or employee, and at

463 such times as may be reasonably required, about any matter relating to the
464 "Policy", "Claim" or "Loss", including an "Insured's" books and records.
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- 466 d) If you have sustained your burden of proof as set forth in Condition E.7., we
467 will not deny coverage based on any failure to comply with Condition E.14,
468 unless we can establish that we have been prejudiced by your failure to comply
469 with this condition.
470

471 15. Entire Agreement

472 This "Policy" constitutes the entire agreement between you and us with respect to
473 the matters set forth herein and supersedes all prior documents and
474 understandings. No amendment or addition to or endorsement of the provisions of
475 this "Policy" shall be valid and binding unless it is in writing and signed by us.
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477 16. Inspection and Audit

478 We shall be permitted but not obligated to inspect your property and operations,
479 including but not limited to your books and records, at any time during the normal
480 business hours. Neither our right to make inspections nor the making thereof nor
481 any report thereon shall constitute an undertaking, on your behalf or for your
482 benefit or the benefit of others, to determine or warrant that such property or
483 operations are safe or healthful, or in compliance with any law, rule or regulation.
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485 17. Legal Action Against Us

486 You may not bring a legal action against us under this "Policy" unless there has been
487 full compliance with all the terms of this "Policy".
488

489 18. Non-Waiver Clause

490 The failure of you or us to insist on compliance with this "Policy" or to exercise any
491 right or remedy hereunder shall not constitute a waiver of any rights or remedy
492 contained herein nor estop either party from thereafter demanding full and
493 complete compliance nor prevent either party from exercising such rights or
494 remedies.
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496 19. Offset

497 The parties shall be permitted to offset any balances owed between them, whether
498 under this "Policy" or under any other policy or contract.
499

500 20. Other Insurance or Product Warranty Coverage

501 If other insurance is available to you which covers "Loss" or "Damage" also covered
502 by this "Policy", other than insurance specifically purchased as being in excess of this
503 "Policy", this "Policy" shall operate in excess of and not contribute with such other
504 insurance. For the purposes of this provision, a product warranty provided to you by
505 your supply chain vendor will be considered as other insurance.

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21. Our Rights

- a) We and anyone authorized by us may, without thereby incurring any liability and without diminishing our rights to rely upon any conditions of the "Policy", may take possession of or require that any of the "Covered Solar Energy Collection Equipment" be rendered to us or anyone authorized by us;
- b) We and anyone authorized by us have the right, without prejudice to an "Insured" under this "Policy", to have access to the "Covered Solar Energy Collection Equipment" to which such "Damage" has occurred in order to establish the possible cause and extent of the "Damage" and your "Loss" and its effect on any other items insured by us, and to make any reasonable recommendations for the avoidance of or minimization of the "Loss" or "Damage"; and
- c) To the extent that we make a payment for "Loss" to you and you subsequently receive payment for the same "Loss" from other insurance, including payments from manufacturer's product warranty, or from any other source, we shall be reimbursed by you to the extent of our payment for the "Loss" and the reimbursement will be made prior to any reimbursement of your "Self-Insured Retention". You shall pay such duplicated proceeds to us within thirty (30) days of your receipt of such proceeds.

22. Payment of "Claim"

- a) Payment of "Claim" or "Loss" shall not be required nor shall any action lie against us until, as a condition precedent thereto:
 - 1) You have demonstrated that you have or that you will incur "Loss" within the scope of your "Warranty Terms";
 - 2) You have demonstrated that you have complied with the Annual Reporting Requirement as set forth under Condition E.4.
 - 3) You have sustained your burden of proof as set forth in Condition E.7.; and
 - 4) The repairs or replacements covered hereunder have been substantially undertaken, or have been approved by us or our appointed "Claims Administrator" in writing.
- b) In the event of settlement, we will make payment directly to you or to such party as you may instruct us.
- c) Settlement of any "Claim" or "Loss" will satisfy our liability to you as respects that "Claim" or "Loss".

23. Payment of Premium

You shall pay to us "Premiums" computed in accordance with our rules and rates no later than the effective date of this "Policy". All "Premium" is earned by us upon the effective date of this "Policy".

549 24. Policy Period
550 The expiration of the "Policy" does not relieve us of liability for the remainder of the
551 unexpired term of the "Policy" for which "Premium" was paid or for the unexpired
552 "Warranty Period of Coverage".
553

554 25. Reports of "Covered Solar Energy Collection Equipment"
555 During each month of the "Policy Period", you shall provide us with a report in a
556 format that is acceptable to us listing and indentifying the "Covered Solar Energy
557 Collection Equipment" sold during the preceding month. The report shall set forth
558 the following:

- 559 a) Date of sale;
- 560 b) Product description;
- 561 c) Product identification; and
- 562 c) Your sale price.

563 This monthly report shall be provided to us and to anyone else designated by us to
564 receive this report. Any "Covered Solar Energy Collection Equipment" not reported in
565 accordance with this Condition E.25 shall result in there being no coverage under this
566 "Policy" for any "losses" relating to that unreported "Covered Solar Energy Collection
567 Equipment".
568

569 26. Representations
570 By acceptance of this "Policy", you agree that the statements in your application and
571 the Declarations of this "Policy" are true and are your representations, and that this
572 "Policy" is issued by us to you in reliance upon the truth of such representations.
573

574 27. Transfer of Rights of Recovery Against Others to Us
575 If we make any payment under this "Policy", we will be subrogated to all of your
576 rights and will have the right to participate with you and any other insurer in the
577 exercise of all of your rights to recovery against any person or organization that may
578 be liable for the "Loss". You will not do anything to impair our rights, and you will
579 assist us in the enforcement of our rights. All payments or recoveries obtained after
580 a settlement under this "Policy" will be applied as if obtained prior to the settlement
581 and all necessary adjustments will then be made between you and us.
582

583 28. Valuation of a "Claim"
584 The maximum amount that the Company shall pay for any "Loss" for the
585 replacement of "Covered Solar Energy Equipment", which is the subject of any
586 "Loss", is the "Actual Cash Value" of that equipment as determined in accordance
587 with part D.1. above, up to the applicable Limit of Liability.
588

589 IN WITNESS WHEREOF, we have caused this "Policy" to be executed and attested, and if
590 required by state law, this "Policy" shall not be valid unless countersigned by a duly authorized
591 representative of the Company.

592
593
594

Specimen