

## **Limited Product and Power Output Guarantee**

This Product and Power Output Guarantee is being provided by Solar Frontier Europe GmbH, Bavariafilmplatz 8, 82031 Grünwald ("**SOLAR FRONTIER**").

The Guarantee is given in addition to a buyer's statutory warranty rights and is not intended to limit such warranty rights. The Contractual Partner's statutory warranty rights are regulated exclusively by the contract between the Parties and SOLAR FRONTIER's Standard Terms of Sale.

### **1. FIVE (5) YEAR PRODUCT GUARANTEE**

SOLAR FRONTIER warrants that, as of the date of delivery to the Contractual Partner at the Designated Delivery Site ("Actual Delivery Date"), the Product will be free from defects in materials and workmanship under normal application, installation, use and service conditions pursuant to the Maximum System Voltage column in the "Characteristics for System Design" section and the entire "Mechanical Characteristics" section in the product data sheet of the Product ("Product Data Sheet") applicable at the time of sale.

In the event that the Product, or any part thereof ("Product"), fails to conform to this Product Guarantee within five (5) years after the Actual Delivery Date, SOLAR FRONTIER will, at its sole option, either refund the purchase price less an annual depreciation of 5 % of the aforementioned amount, or repair or replace the Product with an equivalent Product.

This "Product Guarantee" does not warrant a specific power output, which shall be exclusively covered under Section 2 below.

### **2. 10/20 YEAR LIMITED POWER OUTPUT GUARANTEE**

SOLAR FRONTIER provides the following power output warranties to the Contractual Partner:

- A For ten (10) years from the Actual Delivery Date, SOLAR FRONTIER warrants that Product will not exhibit a power output of less than ninety percent (90%) of the minimum power output rating ("Pmin") to be calculated based on the Maximum Power column and the Tolerance of Pmax column as specified in the "Electrical Performance at Standard Test Conditions (STC)" section of the Product Data Sheet applicable at the time of sale when measured at the CIS module cable connector under Standard Test Conditions ("STC").
- B For twenty (20) years from the Actual Delivery Date, SOLAR FRONTIER warrants that the Product will not exhibit a power output of less than eighty percent (80%) of the Pmin to be calculated based on the Maximum Power column and the Tolerance of Pmax column as specified in the Product Data Sheet applicable at the time of sale when measured at the CIS module cable connector under STC.

Power output will be measured and normalized to STC using a method and laboratory approved by SOLAR FRONTIER. If the Product is determined to be in breach of Section 2A or 2B of this Limited Guarantee, SOLAR FRONTIER will, at its sole option: (i) provide the Contractual Partner with additional Product to make up the deficiency in the relevant power output; (ii) repair the Product; (iii) replace the Product with a new or remanufactured equivalent; or (iv) refund the purchase price paid by the Contractual Partner, less an annual depreciation of 5%.

**Such addition, repair, replacement or refund pursuant to i-iv is the sole and exclusive remedy of the Contractual Partner for a breach of the Guarantee under Section 2A or 2B above.**

### **3. GUARANTEE EXCLUSIONS**

(a) No claim based on this Guarantee may be brought after the applicable guarantee period (no further separate period of limitation for the claims arising under the Guarantee). Any delivery of additional Product, repair, replacement or refund of the Product by SOLAR FRONTIER does not extend the original term of the applicable guarantee period.

(b) This Guarantee will not apply to any Product that has been subject to:

(i) failure to follow any instruction by SOLAR FRONTIER, including, but not limited to, the Product Data Sheet, installation manuals and operation manuals;

(ii) installation, repair, maintenance or modification by someone other than SOLAR FRONTIER or a service technician approved by SOLAR FRONTIER;

(iii) improper wiring, installation or handling, defects or failure caused by devices and/or parts other than the Product;

(iv) negligence in transportation or storage,

(v) other events that are beyond reasonable control of SOLAR FRONTIER;

(vi) abuse, misuse or negligence;

(vii) removal from the original place of installment;

(viii) installation or use in a mobile or marine environment, including vehicles and vessels;

(ix) improper voltage or power surges or abnormal environmental conditions or abnormally altered environmental conditions

(x) alteration, removal or defacing of the product number or serial number of the Product;

(xi) any changes or alterations with respect to the appearance of the Product even if they do not affect the performance or functionality of the Product;

(xii) cosmetic defects stemming from corrosion or normal wear and tear; or

(xiii) use, either directly or indirectly, in or as any part of any product, system, operation, or thing in respect of which the immediate health or safety of any human being is dependent ("Safety System"), including, but not limited to, any Safety System in the field of aviation, medical equipment, or traffic control systems of any kind.

#### **4. OBTAINING GUARANTEE SERVICES**

To make a claim under this Guarantee, the Contractual Partner shall notify SOLAR FRONTIER without undue delay by sending a written notice of any claimed defect or non-conformity to SOLAR FRONTIER by mail to the relevant address of SOLAR FRONTIER. A notification by e-mail shall only suffice if it is followed by a notification by mail or if SOLAR FRONTIER acknowledges receipt of the e-mail. Together with the notification, the Contractual Partner shall enclose or attach the evidence of the claim with the corresponding serial number of the Product, the date of original purchase, and the invoice corresponding to the Product.

SOLAR FRONTIER will send a representative to the installation location to inspect the reported problem and to correct it if possible. If the reported problem cannot be corrected on site, SOLAR FRONTIER will provide further instructions to the Contractual Partner.

The return of any Product will not be accepted unless prior written authorization has been given by SOLAR FRONTIER. Any Product that is returned to SOLAR FRONTIER for replacement or refund by SOLAR FRONTIER will become the property of SOLAR FRONTIER.

#### **5. RESPONSIBILITY OF THE CONTRACTUAL PARTNER**

SOLAR FRONTIER shall only bear the transportation cost for shipment by SOLAR FRONTIER of any repaired or replacement Product to the Contractual Partner's original location of installation. SOLAR FRONTIER is not responsible for any transportation cost for the Contractual Partner's return of any claimed defective or non-conforming Product to SOLAR FRONTIER or SOLAR FRONTIER's authorized agent and any costs associated with installation, removal, or reinstallation of any Product. The Contractual Partner is responsible for payment of such costs, unless specifically prohibited by applicable law.

#### **6. NO POWER OF REPRESENTATION**

Neither sales personnel nor any other persons are entitled to offer any rights exceeding those under this Guarantee or to extend the guarantee periods set out under the terms of this Guarantee. However, any mandatory rules to the contrary remain unaffected.

**7. REPLACEMENT OF DISCONTINUED PRODUCT**

If the manufacturer of the Product has discontinued manufacture of the particular model of the Product at the time the guarantee claim is accepted by SOLAR FRONTIER, SOLAR FRONTIER may deliver to the Contractual Partner another model of the Product, which may be different in size, color, shape and/or power, in satisfaction of its obligations under this Guarantee.

**8. SEVERABILITY**

If any part of this Guarantee is determined to be void, violable, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, to the extent permitted by law, the remainder of this Limited Warranty shall continue in full force and effect.

**9. MISCELLANEOUS**

Unless specifically defined herein, terms defined in the Agreement between SOLAR FRONTIER and its direct contractual partner shall bear the same meaning when used in this Guarantee.

This Guarantee is governed by and shall be construed in accordance with German law.

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(Place, date)

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(on behalf of SOLAR FRONTIER)

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(on behalf of the Contractual Partner)