

Limited Product and Power Output Guarantee for Photovoltaic-Systems SolarSet X.X

This Product and Power Output Guarantee (section 443 of the German Civil Code) ("Guarantee") is being provided by Solar Frontier Europe GmbH, Bavariafilmplatz 8, 82031 Grünwald ("**SOLAR FRONTIER**") to the person or entity that first uses the system mentioned above for the production of electricity ("**First User**"). This Guarantee is valid for all Photovoltaic-Systems of type SolarSet X.X ("**System**") sold by SOLAR FRONTIER. This Guarantee is independent of any possible warranty claims against the person or entity from which the First User has acquired the System. The System SolarSet X.X consists of the following: Solar Frontier solar modules of type SFXXX-S ("**Module**"), inverters of type SF-WR-XXXX and cables and plugs.

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This Guarantee covers two types of Product Guarantee:

- 1) Five (5) year Product Guarantee for non registered Systems**
- 2) Seven (7) year Product Guarantee for registered Systems**

For **1)** the following conditions apply:

1a. FIVE (5) YEAR SYSTEM GUARANTEE

SOLAR FRONTIER warrants that, as of the date of the delivery of the Systems to the First User ("**Actual Delivery Date**"), the System will be free from defects in materials and workmanship under normal application, installation, use and service conditions pursuant to the Installation and Operating Manual applicable at the time of sale.

In the event that the System, or any part thereof, fails to conform to this Guarantee within five (5) years after the Actual Delivery Date, SOLAR FRONTIER will, at its sole option, either repair or replace the System with an equivalent System.

This System Guarantee does not warrant a specific power output of the Modules, which shall be exclusively covered under Section 1b below.

1b. 10/25 YEAR LIMITED POWER OUTPUT GUARANTEE OF THE MODULES

SOLAR FRONTIER provides the following power output warranties to the First User:

- A For ten (10) years from the Actual Delivery Date, SOLAR FRONTIER warrants that the Modules 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 Module Technical Information (Installation manual section 15) applicable at the time of sale when measured at the CIS module cable connector under Standard Test Conditions ("STC").
- B For twenty-five (25) years from the Actual Delivery Date, SOLAR FRONTIER warrants that the Modules 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 Module Technical Information (Installation manual section 15) 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 Module is determined to be in breach of Section 1bA or 1bB of this Guarantee, SOLAR FRONTIER will, at its sole option: (i) provide the First User with additional Modules to make up the deficiency in the relevant power output; (ii) repair the Modules; or (iii) replace the Modules with a new or remanufactured equivalent.

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Such addition, repair or replacement pursuant to i-iii is the sole and exclusive remedy of the First User for a breach of the Guarantee under Section 1bA or 1bB above. Please note the provision relating to costs (Section 5).

For **2)** the following conditions apply:

The Guarantee for systems of type 2) is provided under the condition that the First User registers himself and the Systems within two weeks after the Actual Delivery Date. The Guarantee is only valid if the registration has been successfully completed.

To register please visit SOLAR FRONTIER's internet site www.solar-frontier.eu. If you have any questions regarding the registration process or if you encounter any difficulties during registration please contact Solar Frontier at: Registrations@solar-frontier.eu.

2a. SEVEN (7) YEAR SYSTEM GUARANTEE

SOLAR FRONTIER warrants that, as of the Actual Delivery Date, the System will be free from defects in materials and workmanship under normal application, installation, use and service conditions pursuant to the Installation and Operating Manual applicable at the time of sale.

In the event that the System, or any part thereof, fails to conform to this System Guarantee within seven (7) years after the Actual Delivery Date, SOLAR FRONTIER will, at its sole option, either repair or replace the System with an equivalent System.

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

2b. 10/25 YEAR LIMITED POWER OUTPUT GUARANTEE OF THE MODULES

SOLAR FRONTIER provides the following power output warranties to the First User:

- A For ten (10) years from the Actual Delivery Date, SOLAR FRONTIER warrants that the solar modules 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 Module Technical Information (Installation manual section 15) applicable at the time of sale when measured at the CIS module cable connector under Standard Test Conditions ("STC").
- B For twenty-five (25) years from the Actual Delivery Date, SOLAR FRONTIER warrants that the solar modules will not exhibit a power output of less than eighty percent (80%) of the Pmin to be calculated based on the Maximum Power column

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and the Tolerance of Pmax column as specified in the Module Technical Information (Installation manual section 15) 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 System is determined to be in breach of Section 2bA or 2bB of this Limited Guarantee, SOLAR FRONTIER will, at its sole option: (i) provide the First User with additional solar modules to make up the deficiency in the relevant power output; (ii) repair the solar modules; or (iii) replace the solar modules with a new or remanufactured equivalent.

Such addition, repair or replacement pursuant to i-iii is the sole and exclusive remedy of the First User for a breach of the Guarantee under Section 2bA or 2bB above. Please note the provision relating to costs (Section 5).

For both **1)** and **2)** the following conditions apply:

3. TERM; GUARANTEE EXCLUSIONS

(a) No claim based on this Guarantee may be brought after the applicable guarantee period. i.e., guarantee claims that have arisen during the term of the guarantee must also be reported to SOLAR FRONTIER within the term of the guarantee. Any delivery of additional System or any part thereof, repair or replacement of the System or any part thereof by SOLAR FRONTIER does not extend the original term of the applicable guarantee period.

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

(i) failure to follow any instruction by SOLAR FRONTIER, including, but not limited to, the installation manual and the Product Data Sheets of the components;

(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 System;

(iv) negligence in transportation or storage;

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

(vi) abuse, misuse or negligence;

(vii) removal of the System or parts thereof from the original place of installment;

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- (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 nameplate or serial number of the System components;
- (xi) any changes or alterations with respect to the appearance of the System even if they do not affect the performance or functionality of the System;
- (xii) cosmetic defects such as those stemming from corrosion or normal wear and tear; or
- (xiii) use, either directly or indirectly, in or as any part of any 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;
- (xiv) failure to comply with recommended service work, as described in the installation and operation manuals, or
- (xv) addition of components or extras to the System, or coupling of such components with the System, which have not been authorized in writing by SOLAR FRONTIER.
- (xvi) a change of components of each specific pre-defined and delivered System (in particular the removal and/or inclusion of components such as modules or inverters).

(c) This Guarantee is valid only in the member countries of the European Community (at the beginning of the Guarantee term) and Switzerland. Should you desire coverage for guarantees in countries other than those mentioned above, please contact your distributor.

4. OBTAINING GUARANTEE SERVICES

To make a claim under this Guarantee please contact your distributor or +800 333 111 333. The following documents will be required: (1) a copy of the invoice from your distributor and (2) the designation of the components concerned and a description of the defect or output deficiency in layman's terms.

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You will receive an acknowledgement of receipt of the filing of the guarantee claim from the distributor or from SOLAR FRONTIER. Please keep this receipt. Reference is made to Section 3 a) (Guarantee Term).

SOLAR FRONTIER might send a representative to the installation location to inspect the reported problem and to correct it if possible or might request the return of a component of the System versus a replacement product. If the reported problem cannot be corrected on site, SOLAR FRONTIER will provide further instructions to the First User.

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

5. COSTS OF REPAIR AND REPLACEMENT

(a) General:

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

(b) Inverter

- i) In case of recognized complaint of an inverter, SOLAR FRONTIER will re-imburse the First User a fixed sum of €70 for the first, and €20 for each and any other, inverter in the same plant that is exchanged.
- ii) In case of a rejected complaint of an inverter, SOLAR FRONTIER will invoice the First User €70 for the examination and technical report.
- iii) The return of a claimed inverter must be in the original packaging, or at least in qualitatively equivalent packaging.

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 statutory rules to the contrary remain unaffected.

7. REPLACEMENT OF DISCONTINUED SYSTEM

If the manufacturer of the System or parts thereof has discontinued manufacture of the particular model of the respective System component at the time the Guarantee claim is

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accepted by SOLAR FRONTIER, SOLAR FRONTIER may deliver to the First User another model of the System component, which may be different in size, color, shape and/or technical specifications, in satisfaction of its obligations under this Guarantee.

8. ASSIGNMENT

This Guarantee and any claims hereunder can be assigned. The assignment becomes effective once the new beneficiary has registered at www.solar-frontier.eu in the proper form and according to the instructions given at the internet site.

Section 3 b (vii) (removal of the System or parts thereof from the original place of installment) remains unaffected.

9. 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 Guarantee shall continue in full force and effect.

10. MISCELLANEOUS

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