

## End User

### Limited Product and Power Output Guarantee for Modules SF1XX

This Product and Power Output Guarantee (section 443 of the German Civil Code) is being provided by Solar Frontier Europe GmbH, Bavariafilmplatz 8, 82031 Grünwald ("**SOLAR FRONTIER**") to the person or entity that first uses the photovoltaic modules mentioned above for the production of electricity ("First User"). This Guarantee is independent of any possible warranty claims against the person or entity from which the First User has acquired the modules. This Guarantee is valid for all modules sold by Solar Frontier Europe GmbH (according to the invoice date) from September 1, 2011 onwards.

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

SOLAR FRONTIER warrants that, as of the 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 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. 10/25 YEAR LIMITED POWER OUTPUT GUARANTEE

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 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-five (25) 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.

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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 First User with additional Product to make up the deficiency in the relevant power output; (ii) repair the Product; or (iii) replace the Product 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 2A or 2B above. Please note the provision relating to costs sub 5.

### **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 Product, repair or replacement 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;

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(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.

(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 require clearance 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. The following documents will be required: (1) a copy of the invoice from your distributor, and (2) the designation of the modules concerned and (3) a description of the defect or output deficiency in layman's terms.**

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 clause 3 a) (Guarantee Term).

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 First User.

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 by SOLAR FRONTIER will become the property of SOLAR FRONTIER.

#### **5. COSTS OF REPAIR AND REPLACEMENT**

SOLAR FRONTIER shall only bear the transportation cost for shipment by SOLAR FRONTIER of any repaired or replacement Product 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 Product to SOLAR FRONTIER or SOLAR FRONTIER's authorized agent and any costs associated with installation, removal, or reinstallation of any Product. The First User is responsible for payment of such costs.

## **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 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 First User 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. ASSIGNMENT**

This Guarantee and any claims hereunder can be assigned.  
Clause 3 b (vii) (Exclusion of any guarantee claims in case of deinstallation of the modules from the site of first use) 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 Limited Warranty shall continue in full force and effect.

## **10. MISCELLANEOUS**

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