

Guarantee Conditions for SCHOTT PROTECT™ Modules of SCHOTT Solar Thin Film GmbH

SCHOTT Solar Thin Film GmbH provides a product guarantee (Section 1) as well as a performance guarantee (Section 2) for the modules SCHOTT PROTECT™ manufactured and delivered by SCHOTT Solar Thin Film GmbH, pursuant to the following conditions.

1 Product Guarantee

SCHOTT Solar Thin Film GmbH guarantees to the final customer and subject to the requirements of these guarantee conditions for the period of 10 years as of the date of purchase that the modules are free from defects in material and workmanship which would influence the functionality of the modules.

2 Performance Guarantee

SCHOTT Solar Thin Film GmbH guarantees to the final customer and subject to the requirements of these guarantee conditions for the duration of 30 years as of the date of purchase the following performance of the modules:

- a) in the first year after commencement of the performance guarantee a performance of at least 97 % of the rated power output stated on the type label of the module, less the tolerance stated there;
- b) in the following 29 years after commencement of the performance guarantee a maximum reduction of the performance of max. 0.5 % annually, so that the performance of the module at the end of the performance guarantee period amounts to at least 82.5 % of the nominal power output stated on the type label of the module, less the tolerance stated there.

3 Guarantee Conditions

3.1 General Conditions for Claims

SCHOTT Solar Thin Film GmbH grants this guarantee exclusively to the final customer. Final customer is (i) the purchaser of modules that personally acquired the modules for his or her own use (and not for the purpose of resale) and performed initial start-up operation, and/or (ii) the purchaser acquiring the modules legitimately from such initial purchaser without modifications and as part of the solar system in which the modules were initially taken into operation. This guarantee does not apply to any dealers, sellers, installation providers, or other secondary purchasers of the modules.

This guarantee shall exist independently of any possible legal warranty claims against the vendor of the modules and irrespective of non-contractual claims.

This guarantee is a voluntary and complementary special service provided by the guarantor to the final

customer and does not affect the quality agreements between vendor and purchaser. Furthermore, a promise of guarantee is not made.

Guarantee claims can be asserted only within the corresponding applicable guarantee period. An extension of the guarantee period, regardless of the legal basis, is excluded.

3.2 Guarantee Services

In a guarantee case pursuant to Section 1 or Section 2, SCHOTT Solar Thin Film GmbH will, at its own discretion, either:

- a) remedy the defect,
- b) replace the module,
- c) provide additional modules, or
- d) make a compensation payment.

The product and performance guarantee for replacement, additional, or repaired modules however extends only to the remaining guarantee period of the modules that were provided originally.

The compensation payment is calculated based on the purchase price of the module, less a pro rata reduction for each year following the purchase until the guarantee is enforced.

Should the originally supplied type of module no longer be manufactured, SCHOTT Solar Thin Film GmbH reserves the right to deliver another type of module (different size, shape, color, and/or output).

No further claims shall be derived from these guarantees and are excluded.

In particular, compensation for indirect and/or consequential damages (e.g. lost feed-in-tariff, interest expenses, costs for delivery of replacement power, etc.) and compensation for damages not incurred on the modules themselves are excluded, unless such claim is based on willful or grossly negligent conduct of SCHOTT Solar Thin Film GmbH or injury to life, body, or health. Mandatory legal stipulations are not affected.

The product and/or performance guarantee does not include transport costs for returning of modules or the delivery of repaired or replaced modules. It also does not encompass costs for installation or re-installation of modules as well as any other expenses of the final customer or seller.

The total scope of liability of SCHOTT Solar Thin Film GmbH is limited to the purchase price of the defective module, except in the case of damage to life, body and health caused by SCHOTT Solar Thin Film GmbH.

3.3 Guarantee Exclusions/ Limitations

Precondition for providing guarantee services is the proper and appropriate use and installation of the modules as well as compliance with the installation, operation, and maintenance information of SCHOTT Solar Thin Film GmbH applicable at the date of purchase¹.

The guarantee does not extend to modules with defects caused by measures or events that are outside of the sphere of influence of SCHOTT Solar Thin Film GmbH. In particular, these are:

- Impairment through external influences (e.g. constant wetting, salt, dirt, and chemicals)
- Modification/ damage as a consequence of force majeure (e.g. storms, hail, lightning, earthquake, snow, tornadoes, hurricanes, sand storms)
- Modification/damage caused by third party interference (e.g. vandalism, theft, external influences due to persons and/or animals).

The physical appearance of the module as well as any scratches, spots, mechanical wear and tear, rust, mold, optical damages, discoloration, and other changes that occurred after delivery by SCHOTT Solar Thin Film GmbH do not constitute a defect if and to the extent such change of the optical appearance does not result in a limitation of the electricity generation output. Accumulations of residue and staining do not justify any guarantee claims.

The following are excluded from the guarantee:

- Utilization of the modules on mobile units like vehicles and boats/ships
- Modifications or improper storage, transport, or handling of the module
- Connection of the module to modules of other manufacturers that are not identical in construction
- Defects of the system into which the module has been integrated
- Defects due to insufficient ventilation or exceeding maximum temperatures according to operating instructions.

The guarantee is void after removal of the module from its original installation site. It is also void if the serial number or type label have been subject to manipulation or are not clearly identifiable for any other reason.

¹ Current information is available at www.schottsolar.com

A claim for glass breakage may be asserted, only if and to the extent that it can be shown that no external factors in fact existed, unless SCHOTT Solar Thin Film GmbH's responsibility is presumed under the law.

4 Assertion of Rights

The rights arising from the guarantee shall initially be submitted to the respective seller or, if that seller no longer exists, also directly submitted to

SCHOTT Solar After Sales Service
 Carl-Zeiss-Straße 4
 63755 Alzenau
 Germany
 Fax: +49 (0) 6023/911756
 email: after.sales@schottsolar.com

Claims arising from this guarantee must be asserted no later than two months after gaining knowledge of the defect in material or workmanship or the insufficient output. Delayed complaints will not be taken into consideration.

The rights stated herein have to be asserted by submitting the original bill of delivery or invoice and guarantee card indicating date of purchase and dealer stamp with signature.

In the event the performance guarantee is enforced, the module output shall be measured by SCHOTT Solar Thin Film GmbH under standard test conditions (25° C cell temperature, irradiation 1.000W/m² and spectrum AM 1.5).

Return shipping of modules is permitted only with the prior written approval of SCHOTT Solar Thin Film GmbH.

5 Guarantor

Guarantor is SCHOTT Solar Thin Film GmbH, Otto-Schott-Straße 13, 07745, Jena.

6 Choice of Law

German law applies exclusively to these guarantee conditions, without recourse to its conflict of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

7 Applicability

These guarantee conditions apply to all modules purchased after 1 January 2012.

Jena, 1 January 2012



Dr. Patrick Markschläger