

## SOLON\* Product and Performance Limited Guarantee

SOLON offers a product and performance guarantee, therefore providing an extension to the 2 year unlimited warranty required under current retail legislation in Germany.

### 10 year product guarantee

SOLON guarantees the faultless performance of installed photovoltaic series modules in Europe and Australia for a period of 10 years following delivery in accordance with the following conditions.

### 25 year performance guarantee

SOLON guarantees nominal power of at least 90% of the minimum module peak power stated in the data sheet for a period of ten (10) years following delivery of SOLON-produced photovoltaic series modules, and nominal power of at least 80% of the minimum module peak power stated in the data sheet for a period of twenty-five (25) years following delivery in accordance with the following conditions.

### Guarantee conditions

The SOLON product and performance guarantee applies exclusively to modules that

- have been installed in accordance with SOLON instructions for installation;
- have not been removed and reinstalled, except for purposes of repair;
- have been applied and used properly under appropriate operating conditions and have been maintained regularly;
- carry a SOLON-label on the backside.

The guarantee shall be excluded should impairment

- have been caused by extreme influences such as direct contact with sea water, smoke, salt, chemical substances (including cleaning agents) or the build up of dirt;
- have arisen when used on mobile (non-stationary) units such as vehicles or ships;
- have been caused as a result of improper use or another purpose, which failed to take into account the technical (security) requirements in force on site;
- have been caused by a force majeure or forces of nature such as earthquakes, tornadoes, volcanic eruptions, flooding, lightning strikes or unusual levels of snowfall which are not to be anticipated in the region;
- concern modules whose type or serial numbers have been changed, erased, removed or made illegible.

The validity of the performance guarantee also requires that

- performance reduction can be traced back to ageing symptoms (degradation) of the glass, cell or EVA film and
- SOLON is able to check the output loss which is the subject of complaint using SOLON's own measuring instruments in line with standard test conditions which are customary in the industry.

### Services included in the guarantee

Upon presentation of the original invoice, the delivery date and stock code, SOLON shall be able to, after having ascertained the circumstances bringing the guarantee into operation, render guarantee services at their discretion, by means of any of the following methods:

- by exchanging the module for another whose peak power adequately replaces that of the exchanged module. The exchanged module shall then become the property of SOLON;
- by repairing the module in question;
- by supplying an additional module;
- by refunding the value of the module, reduced by the annual straight-line depreciation amount, with an expected lifetime of 30 years.

No extension of the product or performance guarantee occurs upon the exchange or additional supply of modules.

Should additional or replacement modules be supplied, the costs of removal, installation and transportation shall not be covered by the guarantee and shall be borne by the customer. Modules sent to SOLON without receiving prior written consent shall not be accepted.

### Limitation of the product and performance guarantee

This product and performance guarantee precludes further claims against SOLON, in particular claims for damages owing to lost profit, compensation for use, consequential damages or claims for damages for anything other than the product itself. The total costs of this Guarantee must not exceed the purchase price the customer paid for the modules.

All claims must be lodged against the seller or SOLON within one month of knowledge of the circumstances bringing the guarantee into operation being gained, and are exclusively subject to German law.

This product and performance guarantee is valid for all modules supplied after July 1, 2009.

\* manufacturing companies of the SOLON Group: SOLON Photovoltaik GmbH, SOLON Nord GmbH, SOLON Hilber Technologie GmbH, SOLON S.p.A., (hereinafter referred to as "SOLON")