

FOR TYPE LINION PV MODULES

1. Product warranty

Solteature GmbH (Solteature) warrants for the type Linion PV modules which it manufactures and which are not specifically prototypes or modules for test systems, that at the time of delivery by Solteature these are free of any defects in material and workmanship, which might reduce the suitability of the module for energy production. If a module does not conform to this quality, Solteature at its own option will either rectify the product, supply a replacement module or refund in cash the reduction in the current market value of the module. The warranty period in this respect shall be 120 months under this manufacturer's warranty.

2. Performance warranty

For type Linion PV modules, which are not specifically prototypes or modules for test systems, Solteature provides the following warranty in addition to the aforementioned product warranty: If within a period of ten (10) years from the time of delivery of the modules by Solteature the performance capability of the module in terms of electrical output is less than 90% of the minimum output specified in the product description, Solteature at its own option will compensate for the lack of output either by supplying additional modules, rectifying the modules in question, supplying replacement modules or refunding the reduction in value. The reduction in value is derived from the time value component corresponding to the reduced output as a percentage. (For example if the electrical output after six years is only 75% of the specified minimum output, the reduction in value is 15% of the current market value of the module). The same shall apply, if within a period of twentyfive (25) years from the time of delivery of the modules by Solteature the electrical output of the module is less than 80% of the minimum output specified in the product description. Proof of output falling below the specification must be provided by a recognised measurement laboratory for this purpose (e.g. TÜV Rhineland) in accordance with the measurement regulation IEC 60904-1, -3 following calibration outdoors under standard test conditions. The module must have been exposed to at least two hours' daylight prior to this measurement. If more than one module is affected by any examination, Solteature and the warrantee may come to a mutual agreement on an appropriate random sampling procedure.

(as at 03/2012)

3. Exclusions and limitations

The warranty claims must be asserted within the respective warranty period. Warranty claims shall be excluded, if the type or serial number of the PV module has been altered, removed or rendered illegible or no proof of purchase is available. The warranty does not extend to any defects, loss of output, disorders or malfunctions, which are caused by

- the systems technology connected downstream;
- dirt, incorrect or improper use (e.g. removing the frame), including lack of proper maintenance; also deemed to be improper use shall be use of the PV modules in areas or fields of application, which are not permitted according to the data sheet;
- alteration, installation contrary to the Linion installation regulations, unsuitable tests;
- external intervention including force majeure

Any warranty shall be excluded on using the modules on mobile units such as vehicles and ships.

4. Warranty claims

If a warranty case is assumed, Solteature or an authorised specialist dealer must be notified immediately in writing. The defective module is only to be sent to Solteature or an authorised specialist dealer upon written request. A copy of the invoice is to be attached. The warrantee shall bear the costs for assembly, measurement and transport in connection with this independent manufacturer's warranty. The provision of warranty benefits by Solteature shall not extend the warranty period.

5. General

The above independent manufacturer's warranty is provided by Solteature GmbH, Groß-Berliner Damm, 12487 Berlin, Germany, for enduser customers of the relevant PV module. It shall apply to all type Linion PV modules delivered by Solteature. No further claims of the customer shall exist under this independent manufacturer's warranty against Solteature over and above the aforementioned claims. This shall not affect the customer's contractual and/or statutory claims against its vendor. Claims arising from this independent manufacturer's warranty shall be governed exclusively by German law. References to foreign legal regulations shall not apply, likewise the regulations of the UN Convention relating to a Uniform Law on Contracts for the International Sale of Goods (CISG). Berlin shall be the exclusive place of jurisdiction.