

SOLON Product and Performance Guarantee for the SOLON SOLfixx Flat-Roof System

The SOLON SOLfixx photovoltaic system comprises a frameless SOLON Blue 270/17 or SOLON Black 280/17 module and a plastic subconstruction for mounting on flat roofs. SOLON Energy GmbH¹⁾ hereby guarantees SOLON SOLfixx photovoltaic systems to end customers subject to the terms and conditions of the following independent Product and Performance Guarantee.

1. 10-Year Product Guarantee for the Module

- SOLON guarantees that for a guarantee period of 10 years, SOLON Blue 270/17 and SOLON Black 280/17 modules delivered and installed on or after March 1, 2012 shall be free of any defects in material or workmanship impairing the functionality of the modules.
- The product guarantee does not cover ordinary wear and tear, scratches, spots, rust, discoloring, or any other natural degradation not impairing the mechanical stability of the module.

2. 10-Year Product Warranty for the Subconstruction

- SOLON guarantees that all subconstructions supplied and installed for the SOLON SOLfixx flat-roof system on or after March 1, 2012, will remain free of material and manufacturing faults that impair their correct operation for a period of ten years.
- The product guarantee does not cover ordinary wear and tear, scratches, spots, discoloring, or any other natural degradation not impairing the mechanical stability of the subconstruction.

- There is an option to extend the guarantees to cover 15, 20 or 25 years.

3. 25 Year Performance Guarantee

- SOLON provides a five-stage performance guarantee for SOLON Blue 270/17 and SOLON Black 280/17 modules delivered and installed on or after March 1, 2012.

SOLON guarantees that each module shall deliver the following minimum output as shown in the data sheet for each module:

- years 1 through 5 of the guarantee period: 95 %,
- years 6 through 10 of the guarantee period: 90 %,
- years 11 through 15 of the guarantee period: 87 %,
- years 16 through 20 of the guarantee period: 83 %,
- years 21 through 25 of the guarantee period: 80 %,

of the performance rating specified in the module data sheet (considering a usual measuring tolerance of +/-3 %). The performance guarantee covers only reduced performance due to natural degradation of the glass, cell, or embedding foil.

End customers have claims under this performance guarantee only if an indoor- performance test conducted by SOLON or an independent institute (as agreed in advance with SOLON) confirms that performance is reduced and that reduced performance is due to degradation. Performance test conditions must meet IEC standard 60904 (specifically: IEC 60904-1, IEC 60904-3 and IEC 60904-9) and IEC standard 60891.

4. General Product and Performance Guarantee Terms

- This Product and Performance Guarantee shall apply only to modules and subconstructions
 - which have been installed by qualified technicians in accordance with SOLON installation instructions,
 - which are operated at fixed locations, i.e., not on mobile units such as vehicles or ships,
 - which are operated as part of the same photovoltaic system in which they were first installed and operated, and which have not been uninstalled and reinstalled except for purposes of repair,
 - which have been used and operated properly and under appropriate operating conditions in accordance with SOLON installation instructions, and which have been properly maintained, and
 - which carry a SOLON model label on the backside and whose model or cell number has not been modified, erased, removed or made illegible.

The guarantee further shall apply only if impairment is not due to causes beyond the control of SOLON, including, without limitation, any of the following:

- any extreme influences such as direct contact with ocean water, smoke, salt, chemical substances (including cleaning agents) or dirt,
- any improper use,
- any defects of the photovoltaic system in which the modules are installed and operated (e.g., defective system parts, mountings, attachments, system components such as inverters or cables that have defects or the wrong dimensions, installation of incompatible modules, fluctuating voltage, power surges, or power failure),
- any force majeure or natural disasters, such as earthquakes, tornadoes, volcanic eruptions, floods, lightning, or snowfall in excess of levels typically expected for the region.

- The guarantee period begins to run on the date the modules and subconstructions are delivered to the end customer, in any event not later than three months from the date the modules and subconstructions are shipped from the SOLON manufacturing plant.

- Performances rendered under this Guarantee shall result in no extension of the guarantee period. If SOLON exchanges modules or subconstructions or delivers additional modules or subconstructions, the original guarantee period shall continue to apply to the newly installed or delivered modules or

subconstructions. SOLON provides no additional guarantee for newly installed or delivered modules or subconstructions.

Upon expiration of the guarantee period applicable to a module or a subconstruction, claims may no longer be brought under the guarantee.

- SOLON shall be provided with written notice of any guarantee claims without undue delay, in any event not later than 10 days from discovery of the circumstances giving rise to the claim. The claim shall be accompanied by the original invoice and, unless reflected by the invoice, state the delivery date and serial number. If a claim is not made in any timely and proper manner, SOLON shall not be liable for the claim under the guarantee.
- If a claim is made under this Guarantee, SOLON may, at its sole discretion, provide any of the following remedies:
 - exchange of the defective module with another module of identical or similar performance,
 - repair of the defective module,
 - delivery of an additional module,
 - exchange of the defective subconstruction with another subconstruction of identical or similar performance,
 - repair of the defective subconstruction,
 - delivery of an additional subconstruction,
 - refund of the module's or subconstruction's replacement value, reduced by annual depreciation based upon the straight line method and a useful life of 30 years.

If a module or subconstruction is exchanged by SOLON, title to the exchanged model shall transfer to SOLON.

If a module or subconstruction is exchanged or replaced, the costs of uninstallation and reinstallation, as well as the costs of shipping are not covered by the guarantee and shall be paid by the customer. SOLON reserves the right to reject any modules or subconstructions returned without prior written approval by SOLON and to return such modules or subconstructions to the sender at the sender's costs.

This Guarantee provides no legal basis for any additional claims against SOLON, including, without limitation, any claims for lost profits, lost use, or indirect damages, or any claims for indemnity of damages not involving the product. In addition, SOLON's total liability under this Guarantee shall be limited to the (net) purchase price paid by the end customer for the affected module or subconstruction as reflected by the end customer's invoice.

- This Product and Performance Guarantee is an independent guarantee that is not contingent upon any legal or contractual warranty claims. The Product and Performance Guarantee is no guarantee of quality or durability within the meaning of German Civil Code (BGB) § 443 and shall not be construed as an agreement on the quality of the products between buyer and seller. The guarantee as such shall give rise to no warranty obligations.
- This Guarantee, including all claims arising from or in connection with this Guarantee, shall be subject to German law except for the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG). Any disputes arising from or in connection with this Guarantee shall be adjudicated exclusively by a court of competent jurisdiction in Berlin, Germany.