

Warranty Conditions for SOLARWATT – Solar Modules of the glass-foil generation

CONSUMER LAW

This is a manufacturer's warranty provided by SOLARWATT. It contains rights separate to rights provided by consumer law, including but not limited to those relating to defective goods under the Consumer Rights Act 2015.

As such, these warranty benefits are in addition to, and not instead of, rights provided by consumer law.

A Scope

1. These terms and conditions ("Warranty Conditions") apply to the following glass-foil generation solar modules manufactured by SOLARWATT ("SOLARWATT"):

Black 60M style and Blue 60P

(jointly referred to as "Solar Modules" or individually as "Solar Module").

2. The Warranty pursuant to these Warranty Conditions applies to Solar Modules which the End Customer has purchased in the United Kingdom. The Warranty shall remain unaffected if the End Customer transfers to and operates the Product in a different country afterwards.
3. These warranty conditions apply exclusively to solar modules and not to complete systems from SOLARWATT. For complete systems, SOLARWATT or a third-party contracted by SOLARWATT provides the respective end customer with additional deliveries or services, such as installation services. Any SOLARWATT warranties for such complete system are subject to separate warranty conditions.

B Product Warranty

1. SOLARWATT provides this Warranty exclusively to consumers who have acquired Solar Modules for their own domestic use and not for the purpose of further sale or any other type of commercial exploitation ("the End Customer").
2. SOLARWATT guarantees the End Customer pursuant to these Warranty Conditions for a duration of ten (10) years from the date of shipment from the SOLARWATT factory ("Warranty Term") that the Solar Modules are free from material and manufacturing defects which influence the functionality of the Solar Modules ("Product Defects") (the "Product Warranty").

End Customers can contact SOLARWATT at claim@solarwatt.com to find out the date that their Solar Modules were shipped from the factory.

2. With Full coverage requirements:

For solar modules with which the Full Coverage requirements are fulfilled, SOLARWATT guarantees the End customer pursuant to these Warranty conditions that these Solar Modules supplied by SOLARWATT deviating from section B.1 shall remain free from product defects for a duration of twelve (12) years from the date of shipment from the factory of SOLARWATT.

C Performance Warranty

SOLARWATT guarantees the End Customer pursuant to these Warranty Conditions:

Year 1

- The energy output of the Solar Modules shall not decrease in the first (1st) year from the date of shipment from the SOLARWATT factory to less than 97% of the nominal output of the Solar Module (as indicated e.g. on the respective Solar Module and the respective data sheet available from <http://www.Solarwatt.de>) subject to a tolerance range of 5% under Standard Test Conditions (STCs). The STCs are as follows: irradiance 1,000 W/m², spectral distribution AM 1.5, temperature 25±2° C.

Years 2-24

- The energy output of the Solar Modules from the beginning of the second (2nd) year until the end of the twenty-fourth (24th) year from the date of shipment from the SOLARWATT factory shall not decrease by more than 0.708 % per year (i.e. 96.292 % at the end of the second (2nd) year) relative to the nominal output of the Solar Module subject to a tolerance range of 5% under STC;

Year 25

- In the twenty-fifth (25th) year from the date of shipment from the factory of SOLARWATT the guaranteed energy output of the Solar Modules shall be at least 87% of the nominal output on the Solar Module as indicated by SOLARWATT subject to a tolerance range of 5% under STC;

(together the "Performance Warranty")

The Product Warranty and Performance Warranty referred to above shall be jointly referred to as the "Warranty".

D SOLARWATT Warranty Services

1. If one of the Warranty claim events indicated in Section B or C arises during the respective Warranty Term, SOLARWATT shall -at its own discretion-

- a) repair the Solar Module on site at the End Customer's location;
- b) repair the Solar Module at SOLARWATT's facility or that of a third party;
- c) supply an additional Solar Module to the End Customer; or
- d) exchange the Solar Module with a replacement module. Following the exchange, ownership of the original Solar Module will be transferred to SOLARWATT. The Warranty Term does not begin again in relation to the replacement module. Rather, the remaining time of the original Warranty Term applies for the supplied replacement modules.

(the "Warranty Services")

If the Solar Module originally supplied by SOLARWATT was not or is no longer manufactured in serial production, an equivalent module shall be supplied as replacement or additional module.

If one of the Warranty Services carried out by SOLARWATT is unsuccessful, SOLARWATT is entitled either to repeat the same form of Warranty Service, or to provide a different Warranty Service, provided that the course of action chosen by SOLARWATT does not cause disproportionate hardship to the End Customer.

2. If SOLARWATT repairs the Solar Module at SOLARWATT's or a third party's facility pursuant to Section D.1. or supplies an equivalent replacement module pursuant to Section D.1, SOLARWATT will engage a carrier who will collect the affected Solar Module from the End Customer's location.
3. The Warranty pursuant to these Warranty Conditions comprise the material and labor costs (personnel costs for repairs) for the provision of the warranty services. However, they do not comprise other expenses incurred by the End Customer, such as transport costs for the shipping and return shipment of a solar module or for the supply of additional solar modules or replacement solar modules, measurement costs and costs for obtaining an expert appraisal, nor do they comprise the costs for uninstalling and reinstalling the solar modules. These costs must be borne by the customer.
4. The End Customer must not make a claim under this Warranty unless it has reasonable cause for suspecting that it may have a Valid Warranty Claim. If the End Customer submits a claim under this Warranty that SOLARWATT reasonably determines is not a Valid War-

ranty Claim, SOLARWATT reserves the right to charge the End Customer for any reasonable costs incurred in providing the Warranty Services in relation to the unfounded claim. However, SOLARWATT will only seek to recover such costs if the End Customer has not provided a reasonable explanation or evidence to support its view that the Warranty claim was valid.

E Exclusion of the Warranties

1. The Warranty does not extend to Solar Modules that are impaired, damaged or destroyed as a result of:
 - a) being stored or transported by the End Customer or a third party in such a way that is likely to cause damage to the Solar Modules,
 - b) not being installed or, if applicable, deinstalled or reinstalled, in accordance with the SOLARWATT assembly manual and the recognised good engineering practices,
 - c) being operated, stored or transported by the End Customer in a manner inconsistent with the intended use and operating instructions as detailed in the assembly manual and /or operating instructions,
 - d) not being maintained in accordance with the maintenance instructions in the assembly manual,
 - e) being modified or manipulated in any way by the End Customer or a third party, or
 - f) force majeure (in particular lightning, fire or natural disaster). The insurance performance pursuant to the SOLARWATT Complete Cover remains unaffected in this respect.
2. Insignificant changes or changes in appearance, in particular bleaching and discoloration of cells shall not constitute a Valid Warranty Claim in relation to the Product Warranty under Section B. The Performance Warranty under Section C remains unaffected.
3. The Warranty is also excluded if the End Customer manipulates or removes the serial number or type plate of the Solar Module.
4. The End Customer's Warranty claim is not valid if the notification deadline set out in Section G.2 has been exceeded.

F Transfer to a new owner

If the End Customer sells and transfers the title to the Solar Module to another consumer, this warranty will be transferred to the new owner of the Solar Module for the remainder of the Warranty Term. The new consumer owner will then be considered the End Customer for the purposes of these Warranty Conditions and the outgoing End Customer shall have no further rights under this warranty.

G Conditions for submitting warranty claims

1. The End Customer is responsible for evidencing to SOLARWATT's reasonable satisfaction that it has a valid claim under either the Product Warranty or the Performance Warranty (a "Valid Warranty Claim") in accordance with this Section G.
2. If a Valid Warranty Claim arises, the End Customer must submit a claim to SOLARWATT in writing using the claim form available at www.solarwatt.com **within three (3) months** of discovering the relevant fault. When submitting a warranty claim, End Customers must provide a copy of the original delivery note or the original invoice of the SOLARWATT dealer. Further documentation or information (e.g. photos or records) shall be provided to SOLARWATT upon request if necessary to prove that the claim is a Valid Warranty Claim (including evidence that the warranty has not been excluded under Section E where necessary).

For an extended warranty in the event of the fulfillment of the Full Coverage requirements (sections B.2), the corresponding registration number must also be specified.
3. The existence of a Valid Warranty Claim due to glass spontaneously breaking without any external influences or due to a reduced output of a Solar Module must be verified by an expert appraisal performed by SOLARWATT, a third party commissioned by SOLARWATT or an independent testing institute approved for module certifications in accordance with IEC 61215.
4. If a Warranty claim event occurs already upon the delivery of a Solar Module to the End Customer, the End Customer shall notify SOLARWATT in writing immediately, but in any event no later than the cutoff period of three (3) month as specified at G2 above. Claims received after this time may be considered at SOLARWATT's sole discretion. Recognisable transport damages should be reported using the claim form for transport damages, available from www.solarwatt.com.

H Limitation of liability

1. SOLARWATT is not responsible for loss, damages or expenses in any of the following circumstances:
 - a) where the claim does not arise as a result of a Valid Warranty Claim;
 - b) damage to third party property;
 - c) loss that was not foreseeable to both parties when this contract was formed;
 - d) property damage other than to the Solar Modules; or
 - e) loss of data, business losses and any other losses to non-consumers (including where the End Customer is an entrepreneur).
2. The limits of liability set out at G.1 above shall not apply in cases of:

- a) death or personal injury;
- b) fraud or gross negligence on the part of SOLARWATT; or
- c) fraudulent misrepresentation on the part of SOLARWATT.

And for the avoidance of doubt, nothing in Section H of this warranty will exclude or limit the End Customer's statutory rights, including cases where the Product is defective.

I Final provisions

1. These Warranty Conditions are subject to German law to the exclusion of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG). This does not apply insofar as mandatory laws in the UK, including the Consumer Rights Act 2015, provide otherwise.
2. If any individual provisions of these Warranty Conditions are or become invalid, the validity of the remaining provisions remains unaffected.

Warrantor:


SOLARWATT GmbH

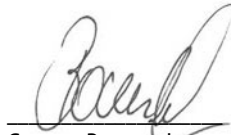
Maria-Reiche-Str. 2a
01109 Dresden

Tel.: +49 351 8895-0

Fax: +49 351 8895-100

E-Mail: info@solarwatt.com


Detlef Neuhaus
CEO


Carsten Bovenschen
CFO

Dresden, 08/2017