

# WARRANTY STATEMENT

## For ANTARIS SOLAR® Photovoltaic Modules

Vis-à-vis the ultimate buyers (users) of photovoltaic modules, the Warrantor (Antaris Solar, LLC) assumes a product warranty and a performance warranty for photovoltaic modules that are sold by the manufacturer in the period from 1st January 2015 to 31st December 2015 and marked with the brand name ANTARIS SOLAR® and distributed by the Warrantor.

This warranty statement is an additional voluntary service of the Warrantor and refers to the proper functioning and performance of ANTARIS SOLAR® photovoltaic modules. This warranty statement does not supersede any obligation of the Warrantor for defects of ANTARIS SOLAR® photovoltaic modules that may result from laws and/or contracts, especially the statutory rights of consumers resulting from their contracts with the Warrantor, but it constitutes an independent service of the Warrantor in the scope of the warranty.

### 1. Product Warranty

- 1.1. The Warrantor warrants that the ANTARIS SOLAR® photovoltaic modules delivered to the end customers are free from manufacturing defects or material defects which impair the proper functioning of the module or modules in normal use (application, installation, operation and maintenance conditions) for a period of twelve years from delivery to the end user.
- 1.2. The Warrantor shall rectify any manufacturing defects or material defects which impair the proper functioning of the module or the modules. Normal wear and tear presents no defect.
- 1.3. The end customer is obliged to examine the ANTARIS SOLAR® photovoltaic modules when the ANTARIS SOLAR® photovoltaic modules are delivered to him and to notify all apparent manufacturing defects or material defects and furthermore any other defects to the Warrantor in writing without delay and within a period of two weeks at the latest. Should such defects be identified only at a later point in time, the obligation mentioned above shall come into being as soon as these defects are identified.
- 1.4. In the event of liability on the part of the Warrantor on the basis of this warranty, the Warrantor shall replace the defective ANTARIS SOLAR® photovoltaic modules at his own expense by faultless ones (subsequent delivery), remove the defects by way of repairs (reworking) or reimburse the invoice value of defective ANTARIS SOLAR® photovoltaic modules to the end user (subsequent reimbursement) at the Warrantor's discretion. The ANTARIS SOLAR® photovoltaic modules that have been replaced shall become the Warrantor's property.

## 2. Performance Warranty

- 2.1. The Warrantor warrants that the electrical performance of the ANTARIS SOLAR® photovoltaic modules in normal use, calculated from the date on which the solar modules delivered left the manufacturer's works, is at least 90% of the minimum performance originally specified in the data sheet within a period of 10 years and at least 80% of the minimum performance originally specified in the datasheet within a period of 30 years.
- 2.2. Should the electrical performance of the ANTARIS SOLAR® photovoltaic modules decrease to less than 90% within a period of 10 years or to less than 80% within a period of 30 years and should this decrease be the result of material defects according to a test carried out by the Warrantor, the warranty performance shall be carried out, at the Warrantor's discretion, exclusively by way of reworking, delivery of replacement modules or supply of additional modules in order to restore the guaranteed minimum performance at least. The defective ANTARIS SOLAR® photovoltaic modules shall be sent for inspection to ANTARIS SOLAR® by the end customer who shall pay the dismantling and forwarding expenses. ANTARIS SOLAR® photovoltaic modules that are sent unfranked will not be accepted. In particular, the warranty performance does not comprise the costs incurred as a result of replacing or reinstallation work. The costs for the returning ex works to the end customer shall be paid by the end customer. The ANTARIS SOLAR® photovoltaic modules that have been replaced shall become the Warrantor's property.
- 2.3. The performance warranty is no "warranty" as defined by § 443, BGB [German Civil Code] regarding the make of the ANTARIS SOLAR® photovoltaic modules.

## 3. Exclusion of Warranty

Warranty performance shall be excluded

- When the end customer fails to notify the warrantor of the defect in writing in time,
- When the end customer fails to submit the original invoice or the original cash record (indicating the delivery date, the module type, the serial number, the manufacturer's name),
- When it is no longer possible to identify the serial number of the respective ANTARIS SOLAR® photovoltaic module for any reason, no matter whether this is to be attributed to the end customer or not,
- When the end customer fails to enclose a test record prepared by a suitable testing agency with his letter of notification regarding the defect in the event of an assertion of claims from the performance warranty, which conclusively describes the defect, considering measurement tolerances,
- When the defect of the ANTARIS SOLAR® photovoltaic module was caused by use for another purpose than the intended use or use in non-compliance with the assembly instructions and assembly notes (inexpert assembly or putting into service), improper maintenance or repair work or installation or use in a way that does not comply with the technical regulations or safety regulations applicable in the country in which the module is operated, through accident, lightning stroke, flooding, inundation, earthquake, fire, explosion, other outside influences (especially: vandalism, war, riot, political unrest, terrorism, expropriation, labour disputes), insufficient ventilation, lack of protection against ambient conditions (such as damage caused by sea corrosion and/or salty ambient air), defects of the system in which the module has been integrated, or excessive use, unsuitable components or other circumstances that are outside the influence of the Warrantor.

#### **4. Other Provisions**

- 4.1. Warranty adjustments on the part of the Warrantor shall bring about neither an extension of the period of warranty nor shall they start a new period of warranty.
- 4.2. The burden of proof for the defect lies with the end user.
- 4.3. Further and other claims against the Warrantor on the basis of this warranty statement, especially damage claims for lost profit, compensation for use, consequential damages and claims for compensation for damage caused outside the product shall be excluded in as far as liability is not mandatorily stipulated by law. Liability shall be limited to the fulfilment of the obligations defined in these warranty provisions. The Warrantor's maximum liability shall be limited to the selling price of the product.

#### **5. Period of Limitation**

The assertion of claims on the basis of this warranty statement through the courts has to be realised within a period of one year, calculated from the notification of claims based on this warranty to the Warrantor, and otherwise they shall be excluded.

January 2015