

WARRANTY TERMS AND CONDITIONS

For ANTARIS SOLAR® Photovoltaic Modules

This warranty applies to PV Modules that were sold and distributed by Antaris in England and Wales in the period from 1 January 2015 to 31 December 2015 and are marked with the brand name ANTARIS SOLAR®.

Thank you for purchasing a Photovoltaic Solar Module ("PV Module") manufactured by Antaris Solar GmbH & Co. KG ("Antaris").

For convenience, in this warranty, certain words have particular meanings, as follows:

Defect means any defect in materials and workmanship under normal application, installation, operation and maintenance conditions (excluding normal wear and tear)

Degradation means a gradual deterioration in the performance of a PV Module which has been in normal use, resulting in a reduction in power output

Start Date means the date on which the PV Module left Antaris' factory

Unacceptable Degradation has the meaning given in paragraph 2.2 below

Warranty Period means a period of 12 years beginning on the Start Date

Each Antaris PV Module has been carefully manufactured and its functional ability tested in a final inspection. However, should a PV Module show evidence of a Defect within the Warranty Period or a loss of output due to Unacceptable Degradation, then in addition to your statutory rights as a purchaser, you may claim against Antaris under either the product warranty (section 1) or the output warranty (section 2) below.

1. Product Warranty

- 1.1. Antaris warrants that during the Warranty Period the PV Module will be free in all material respects from any Defect.
- 1.2. If you make a valid claim, Antaris will, at its sole option, either (a) repair or replace the PV Module or (b) refund a reasonable proportion of the purchase price paid by you (taking into account the period of reduced functionality of the PV Module as a result of the defect).
- 1.3. Subject to your statutory rights, you will not have any other rights or remedies against Antaris for a breach of this product warranty.

2. Performance Warranty

- 2.1. Antaris warrants the PV Module will not suffer from Unacceptable Degradation.
- 2.2. Unacceptable Degradation means that within a period of:
- 2.2.1 10 years from the Start Date as a result of Degradation the PV Module becomes incapable of generating a power output of more than 90% of the minimum output specified in the technical data sheet for the PV Module; or
 - 2.2.2 30 years from the Start Date as a result of Degradation the PV Module becomes incapable of generating a power output of more than 80% of the minimum output specified in the technical data sheet for the PV Module.
- 2.3. If you make a valid claim, Antaris will, at its sole option, either (a) repair that PV Module, (b) replace that PV Module, or (c) provide an additional PV Module to make up for the loss of power.
- 2.4 Subject to your statutory rights, you will not have any other rights or remedies against Antaris for Unacceptable Degradation.

3. Exclusions

- 3.1 Defects and/or Degradation caused by the following are not covered by this warranty:
- 3.1.1 improper handling, product changes, operational errors or the actions of third parties;
 - 3.1.2 misuse, alteration of the PV Module (which Antaris has not agreed to), wilful damage or your negligence, or a failure by anyone to follow reasonable written or oral instructions provided by Antaris, or the installer or the manufacturer of the PV Module;
 - 3.1.3 installation or repair by persons who are not qualified or competent for the task;
 - 3.1.4 accidental damage of any description (including by fire, flood or lightning) and any other cause ordinarily and reasonably covered by a standard household insurance policy;
 - 3.1.5 the use of the PV Module on mobile units including vehicles or ships;
 - 3.1.6 any actions by third parties, including theft or attempted theft or vandalism;
 - 3.1.7 weather or atmospheric conditions (including earthquakes or volcanic eruptions); and
 - 3.1.8 damage by rodents or other animals.
- 3.2 The warranty also excludes (and Antaris shall not be liable for):
- 3.2.1 general maintenance, adjustments and resetting of controls;
 - 3.2.2 repairs or replacement in respect of cosmetic damage or insignificant faults, or anything else which does not materially affect the performance or safety of the PV Module;
 - 3.2.3 additional work or materials which are necessary in respect of items not forming part of the PV Module; and
 - 3.2.4 any Defect, Degradation or other damage, if the serial number or nameplate of any PV Module has been altered, removed or made illegible.

4. Evidence

- 4.1 Provided Antaris acts reasonably, you will be bound by their decision as to whether or not a Defect and/or Degradation has been caused by any of the excluded causes and/or if a matter is excluded from the warranty under any of the sections above.
- 4.2 Antaris may also decide (acting reasonably) that the cost of repair or replacement is only partially excluded from the warranty, in which event Antaris shall only be liable to carry out the repair or replacement if you agree to pay their reasonable costs for the element which is excluded.

5. Claiming under the Warranty

- 5.1 Before making a claim you and/or your installer should take reasonable basic action to check for obvious problems. If these basic checks are not carried out and Antaris visit you and incur costs which would have been unnecessary had you carried out these checks, you may be required to reimburse Antaris for their reasonable costs.
- 5.2 Subject to 5.1, you should contact Antaris as soon as any Defect is identified. In order to bring a claim under this warranty, you will need to submit a written description of the defect (with the invoice attached) providing the purchase date, the model description and the serial number of the PV Module.
- 5.3 Antaris shall not bear your costs for dismantling, reinstallation and/or inspection and nor shall it bear any other indirect costs (including but not limited to the cost of returning the PV Module to you), unless your warranty claim is valid.
- 5.4 Claims should be sent to:
Antaris Solar GmbH & Co. KG,
Am Heerbach 5,
D-63857 Waldaschaff
Germany
Claims for Defects or Unacceptable Degradation are only eligible if received by Antaris within 28 days of the date on which you became aware of the Defect or Unacceptable Degradation.
- 5.5 No returns of the PV Module, defective or otherwise, will be accepted without the prior written authorisation of Antaris.
- 5.6 If Antaris removes the PV Module and provides a replacement, the removed PV Module will become the property of Antaris.

6. LIMITATION OF LIABILITY

- 6.1 Nothing in this warranty shall affect your statutory rights, or limit or exclude Antaris' liability (or the liability of any of its agents or sub-contractors) for death or personal injury resulting from negligence.
- 6.2 Antaris will not be liable for:
- 6.2.1 any direct or indirect and/or consequential loss (being a loss that does not arise directly from the event which led to your claim under this warranty) of any description and/or loss of income or profit, (including feed in tariffs or any similar payment) in any circumstances; or
 - 6.2.2 increased costs, including costs of purchasing additional electricity, and Antaris' total liability arising under this warranty and directly or indirectly in connection with the warranty in relation to you, any other person(s) and/or the property on which the PV Module is installed shall be limited to the original cost to you of the PV Module. This limit is in respect of all events, and not for each event.

7 OTHER PROVISIONS

- 7.1 Dispute Resolution: If any dispute arises in connection with this warranty, the parties shall attempt to resolve the dispute in good faith. If the dispute is not resolved within 28 days of the dispute arising, either party may commence legal proceedings in the English courts to resolve the dispute.
- 7.2 Severance: If any court or competent authority finds that any provision of this warranty (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this warranty shall not be affected.
- 7.3 If any invalid, unenforceable or illegal provision of this warranty would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

8 JURISDICTION

- 8.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 8.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

January 2015