

SPECIAL PERFORMANCE GUARANTEE

SOLARNOVA BUILDING-INTEGRATED PHOTOVOLTAIC MODULES (BIPV)



The "General Terms and Conditions on Deliveries of Products and Services in the Electronics Industry" shall apply in its respectively current version.

A. PERFORMANCE GUARANTEE

Subject to the conditions of these warranty terms, solarnova guarantees a power output by solarnova BIPV modules of at least 90% for a period of ten (10) years beginning from the shipping date of the modules as specified by the minimum performance rating listed in the order or on the identification label of the modules, within the relative measurement tolerance.

B. GUARANTEE CONDITIONS

The solarnova guarantees apply only to modules which carry a legible solarnova identification label on the back. Guarantee eligibility applies to the owner at the time of the occurrence of a guarantee case. These guarantees do not apply to modules that were dismantled and re-mounted, except for purposes of repair, or were used in any way other than that intended.

The solarnova guarantees apply within the European Union. Guarantee claims must be asserted within the applicable guarantee period.

These guarantees apply only to use as intended, including ordinary and proper application, installation, utilization and maintenance. In particular, our technical instructions for installation of Photovoltaics for Architectural Building Integration (BIPV), in the version current at the time of installation, must be observed. Only persons authorized by us may effect rectification of defects, repairs, or changes to the module.

Claims made against solarnova based on item A are excluded if the impairment was caused by:

- ★ external influences such as direct contact with seawater, smoke, salt, chemical substances or contaminants,
- ★ vandalism, destruction by external influences and/or persons or animals,
- ★ use of products on mobile (non-fixed) units such as vehicles or ships,
- ★ improper use or any other purposes which do not comply with locally-applicable technical or safety regulations,
- ★ any force majeure or natural disasters, such as earthquake, volcanic eruption, floods, lightning strikes or other extreme weather conditions such as tornadoes,

hail storms or snowfalls exceeding those normally expected in the locality,

- ★ excessive shock or
- ★ acts of third persons and other events and accidents outside of the normal use of the modules and over which solarnova has no control.

solarnova is obligated to fulfill its performance guarantee obligations only in case the examination of the module output has shown that the output losses of the module is based on a degradation/output loss of the glass, cells or EVA/PVB foil and solarnova is able to examine the module output with its own measurement devices under the following standardized condition: 1000 W/m² irradiance at module level, spectrum AM 1,5 and 25 °C cell temperature on a system calibrated by solarnova at the solarnova plant.

C. INDEMNIFICATION

Upon presentation of the original invoice, the delivery date and serial number, solarnova will, after binding establishment of a guarantee case, make compensation by any of the following options:

- ★ exchange of the defective module with another module of identical or similar performance,
- ★ repair of the defective module,
- ★ providing an additional module or taking technical measures to restore the guaranteed minimum output or
- ★ reimbursement of the replacement costs for a similar or identical module, reduced by an annual linear depreciation, taking into account a lifespan of ten (10) years.

The choice of indemnification option is within the discretion of solarnova. Exchange or additional delivery of modules does not result in an extension of the period covered by the performance warranty. Upon delivery of a replacement, the exchanged module becomes the property of solarnova. If a module is exchanged or replaced, the costs of removal and installation, as well as the costs of shipping, will not be assumed by solarnova. solarnova reserves the right to reject any modules returned without prior written approval by solarnova.

D. EXCLUSION OF LIABILITY

The services mentioned in these "Special Performance Warranty Terms - solarnova Photovoltaics for Architectural Building Integration (BIPV)" exclusively represent a voluntary special service by solarnova; this does not provide an independent warranty promise by solarnova. Against this background and the gratuitous granting of these warranties and guaranties, if there is a restriction of the operational capability or a shortfall in actual output below the effective minimum output, solarnova is obligated only to provide the services referred to in item C.

This warranty provides no legal basis for any additional claims against solarnova, including without limitation, any claims for lost profits, lost use, or indirect damages, or any claims for indemnity of damages not involving the product. This does not apply to the extent that there is compulsory liability with regard to personal injury or in cases of intent, gross negligence, and the lack of agreed features and for culpable infringement of important contractual obligations or in accordance with the German Product Liability Act or other legislation.

solarnova's total liability under this warranty shall, according to the amount, be limited to 1,25 times the purchase price which the customer paid to the Guarantor for the module, as verified by the invoice.

All claims must be asserted in writing against the other contracting party within seven (7) days of becoming aware of the guarantee case.

These performance guarantee provisions are exclusively subject to German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and provisions of international private law. The provisions of law of the state in which the consumer maintains his or her usual place of abode and which cannot be departed from by contract, shall remain applicable to consumers who have their usual place of abode outside of the Federal Republic of Germany, despite the foregoing choice of German law, according to Art. 6(2)(2) of EC Regulation No. 593/2008 of June 17, 2008 on the law applicable to contractual obligations (Rome I).

The Guarantor is solarnova Deutschland GmbH, Am Marienhof 6, 22880 Wedel.

E. VALIDITY

This version of the Document "Special Performance Warranty Terms - solarnova Photovoltaics for Architectural Building Integration (BIPV)" applies to all solarnova BIPV modules sold to customers after February 1, 2014.

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