

## First User Limited Product and Power Output Guarantee for Modules SF1XX

This Limited Product and Linear Power Output Guarantee for Modules (“**Guarantee**”, section 443 of the German Civil Code) is being provided by Solar Frontier Europe GmbH, Bavariafilmplatz 8, 82031 Grünwald, Germany (“**SOLAR FRONTIER**”) to the person or entity that first uses the Module mentioned above for the production of electricity (“**First User**”). This Guarantee is valid for all Modules of type SF1XX (“**Module**”) sold by SOLAR FRONTIER from December 08<sup>th</sup>, 2015 onwards. In addition to this Guarantee statutory warranty rights against the person or entity from which the First User has acquired the Module exist independently.

### 1. TEN (10) YEAR PRODUCT GUARANTEE

SOLAR FRONTIER warrants that, as of the delivery of the Module to the First User according to the invoice date (“**Actual Delivery Date**”), the Module will be free from defects in materials and workmanship under normal application, installation, use and service conditions pursuant to installation and operating manual applicable at the time of sale.

In the event that the Module fails to conform to this Guarantee within ten (10) years after the Actual Delivery Date, SOLAR FRONTIER will, at its sole option: (i) repair or (ii) replace the Module with an equivalent Module. Please note the provision relating to costs in Section 5 below.

This Guarantee does not warrant a specific power output, which shall be exclusively covered under Section 2 below.

### 2. TWENTY-FIVE (25) YEAR LIMITED LINEAR POWER OUTPUT GUARANTEE

SOLAR FRONTIER provides the following power output guarantee to the First User:

- (a) For ten (10) years from the Actual Delivery Date, SOLAR FRONTIER guarantees that the Modules will not exhibit a power output of less than ninety percent (90%) of the nominal power included in the respective Module type name (“**Nominal Power**”, i.e. with a SF170-S Module the nominal power is 170 Wp) minus 5% tolerance.
- (b) For twenty-five (25) years from the Actual Delivery Date, SOLAR FRONTIER guarantees that the Modules will not exhibit a power output of less than eighty percent (80%) of the Nominal Power minus 5% tolerance.

The Nominal Power has to be measured according to the following Standard Test Conditions (“**STC**”): 1,000 W/m<sup>2</sup> irradiance, module temperature 25 °C, air mass 1.5. Power output will be measured and normalized to STC using a method and laboratory approved by SOLAR FRONTIER; whereby any tolerances of the power measurement equipment have to be taken into account.

If a Module is determined to be in breach of this Section 2, SOLAR FRONTIER will, at its sole option: (i) provide the First User with additional Modules to make up the deficiency in the relevant power output in case an addition is technically feasible; (ii) repair the Module; or (iii) replace the Module with a new or remanufactured equivalent. Such addition, repair or replacement pursuant to (i) – (iii) is the sole and exclusive remedy of the First User for a breach of this Section 2. Further details in particular referring to the reimbursement of costs are stipulated costs in Section 5 below.

### 3. TERM; GUARANTEE EXCLUSIONS; REGIONAL APPLICABILITY

- (a) No claim based on this Guarantee may be brought after the applicable guarantee period. i.e., guarantee claims that have arisen during the term of this Guarantee must also be reported to SOLAR FRONTIER within the term of this Guarantee. Any delivery of additional Module as well as any repair or replacement of the Module by SOLAR FRONTIER does not extend the original term of the applicable guarantee period.
- (b) This Guarantee will not apply to any Module that has been subject to:
  - (i) failure to follow any instruction by SOLAR FRONTIER, including, but not limited to the installation and operating manual;
  - (ii) improper wiring, installation or handling, defects or failure caused by devices and/or parts other than the Module;
  - (iii) negligence in transportation or storage;
  - (iv) other events that are beyond reasonable control of SOLAR FRONTIER;
  - (v) abuse, misuse or negligence;

- (vi) removal of the Module from the original place of installment;
  - (vii) installation or use in a mobile or marine environment, including vehicles and vessels;
  - (viii) improper voltage or power surges or abnormal environmental conditions or abnormally altered environmental conditions;
  - (ix) alteration, removal or defacing of the nameplate or serial number of the Module;
  - (x) any changes or alterations with respect to the appearance of the Module even if they do not affect the performance or functionality of the Module;
  - (xi) cosmetic defects stemming from corrosion or normal wear and tear;
  - (xii) use, either directly or indirectly, in or as any part of any product, system, operation, or thing in respect of which the immediate health or safety of any human being is dependent ("**Safety System**"), including, but not limited to, any Safety System in the field of aviation, medical equipment, or traffic control systems of any kind.
- (c) **This Guarantee is valid only for Modules installed in one of the following countries: member countries of the European Community (at the beginning of the guarantee term) as well as Switzerland, Turkey and South Africa.** Should you require clearance for guarantees in countries other than those mentioned above, please contact Solar Frontier.

#### **4. OBTAINING GUARANTEE SERVICES**

**To make a claim under this Guarantee please contact your installer or SOLAR FRONTIER.** You will be advised whether the reported claim could be qualified as a guarantee claim; in this case please proceed as follows:

The claim must be reported in written form (either by letter or via the contact form on [www.solar-frontier.eu](http://www.solar-frontier.eu)) to SOLAR FRONTIER immediately - at the latest however within two (2) weeks - after its first occurrence. The following documents SOLAR FRONTIER will request from you in order to handle the claim:

- (1) a copy of the invoice from your seller,**
- (2) the serial numbers of the Modules concerned and**
- (3) a description of the defect or output deficiency including an appropriate proof** (e.g. photo in case of mechanical defect, measurement results in case of output deficiency).

You will receive an acknowledgement of receipt of the filing of the guarantee claim from SOLAR FRONTIER. Please keep this receipt; reference is made to Section 3 (a) (Guarantee Term) above.

SOLAR FRONTIER will check the data provided by the First User and will decide whether an asserted claim is justified or not and will inform the First User accordingly; whereby SOLAR FRONTIER reserves its right to investigate the claimed Module at the installation site. If a justified defect or output deficiency cannot be corrected, SOLAR FRONTIER will provide further instructions to the First User.

In any case, a return of any Module will not be accepted unless prior written authorization has been given by SOLAR FRONTIER. Any Module that is returned to SOLAR FRONTIER for replacement by SOLAR FRONTIER will become the property of SOLAR FRONTIER.

#### **5. COSTS OF REPAIR AND REPLACEMENT**

SOLAR FRONTIER shall only bear the transportation cost for shipment by SOLAR FRONTIER of any repaired or replacement Module to the First User's original location of installation. SOLAR FRONTIER is not responsible for any further investigation (e.g. STC-measurements) cost, any transportation cost for the First User's return of any claimed defective or non-conforming product to SOLAR FRONTIER or SOLAR FRONTIER's authorized agent and any costs associated with installation, removal, or reinstallation of any Module. The First User is responsible for payment of such costs.

#### **6. NO POWER OF REPRESENTATION**

Neither sales personnel nor any other persons are entitled to offer any rights exceeding those under this Guarantee or to extend the guarantee periods set out under the terms of this Guarantee. However, any mandatory statutory rules to the contrary remain unaffected.

#### **7. REPLACEMENT OF DISCONTINUED MODULE**

If the manufacturer of the Module has discontinued manufacture of the particular model of the respective Module at the time the guarantee claim is accepted by SOLAR FRONTIER, SOLAR FRONTIER may deliver to the First User another model of the Module, which may be different in size, color, shape and/or power, in satisfaction of its obligations under this Guarantee.

#### **8. ASSIGNMENT**

This Guarantee and any claims hereunder can be assigned. The assignment becomes effective once the new beneficiary has informed SOLAR FRONTIER in written form.

Section 3 (b) (vi) above (Exclusion in case of removal of the Module from the original place of installment) remains unaffected.

#### **9. SEVERABILITY**

If any part of this Guarantee is determined to be void, violable, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, to the extent permitted by law, the remainder of this Guarantee shall continue in full force and effect.

#### **10. APPLICABLE LAW AND PLACE OF JURISDICTION**

This Guarantee is governed by and shall be construed in accordance with German law. Exclusive – including international – place of jurisdiction for any disputes arising from or in connection with the Guarantee shall be the courts of Munich, where SOLAR FRONTIER has its business address, as far as legally permissible.