

First User Limited Product and Power Output Guarantee for Photovoltaic-Systems PowerSet Turbo X.X - XXX-Xp and PowerSet Mini X.X - XXX-Xp

This Limited Product and Power Output Guarantee for Photovoltaic-Systems (“**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 system mentioned above for the production of electricity (“**First User**”). This Guarantee is valid for all Photovoltaic-Systems of type PowerSet Turbo X.X - XXX-Xp and PowerSet Mini X.X - XXX-Xp (“**System**”) sold by SOLAR FRONTIER. In addition to this Guarantee statutory warranty rights against the person or entity from which the First User has acquired the System exist independently. The System consists of the following components: SOLAR FRONTIER solar modules of type SF1XX-S (“**Module**”), inverters of type Turbo XP, type Turbo XP Mini or of type Turbo XPX and cables and plugs.

1. **GUARANTEE FOR REGISTERED SYSTEMS**

The Guarantee according to this Section 1 is provided under the condition that the First User registers himself and the System - only on SOLAR FRONTIER'S provided monitoring site - within two weeks after the delivery of the System to the First User according to the invoice date (“Actual Delivery Date”) and remains registered during the respective term of this Guarantee. This Guarantee is only valid if the registration has been successfully completed which will be confirmed in an automated e-mail and has been completed in due time.

To register please visit SOLAR FRONTIER's internet site www.powermonitoring.solar-frontier.eu. If you have any questions regarding the registration process or if you encounter any difficulties during registration please contact SOLAR FRONTIER.

1.1. **Ten (10) year System Guarantee**

SOLAR FRONTIER warrants that, as of the Actual Delivery Date, the System 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 System, or any part thereof, 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 System or any part thereof with an equivalent System or an equivalent part of the System. 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 1.2 below.

1.2 **Ten / Twenty-five (10/25) year limited Power Output Guarantee of the Modules**

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/m² 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 1.2, 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 1.2. Further details in particular referring to the reimbursement of costs are stipulated costs in Section 5 below.

2. **GUARANTEE FOR NON-REGISTERED SYSTEMS**

This Guarantee according to this Section 2 is provided in case the First User does not register himself and the System within two weeks after the delivery of the System to the First User according to the invoice date (“**Actual Delivery Date**”).

2.1 **Five (5) year System Guarantee**

SOLAR FRONTIER warrants that, as of the Actual Delivery Date, the System 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 System, or any part thereof, fails to conform to this Guarantee within five (5) years after the Actual Delivery Date, SOLAR FRONTIER will, at its sole option: (i) repair or (ii) replace the System or any part thereof with an equivalent System or an equivalent part of the System. 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 2.2 below.

2.2 Ten / Twenty-five (10/25) years limited Power Output Guarantee of the Modules

SOLAR FRONTIER provides the same power output guarantee to the First User as in section 1.2.

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 System or any part thereof as well as any repair or replacement of the System or any part thereof by SOLAR FRONTIER does not extend the original term of the applicable guarantee period.
- (b) This Guarantee will not apply to any System 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 System;
 - (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 System or any parts thereof 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 System components;
 - (x) any changes or alterations with respect to the appearance of the Product not affecting the performance or functionality of the System;
 - (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;
 - (xiii) failure to comply with recommended service work, as described in the applicable installation and operating manual;
 - (xiv) addition of components or extras to the System, or coupling of such components with the System, which have not been authorized in writing in advance by SOLAR FRONTIER;
 - (xv) any change of system components of each specific pre-defined and delivered System (in particular the removal and/or inclusion of components such as modules or inverters. The guarantee on such components is only valid if they are installed with the System), i.e. all components of the delivered system (modules, cables, inverters) have to be used and installed within the delivered System. None of the delivered components is allowed for other installations or
 - (xvi) any damage, dirt or painting of the inverter body that hinders cleaning or commissioning of the inverter.

This Guarantee is valid only for Systems installed in one of the following countries: Turkey, Algeria Morocco, Tunisia, Republic of South Africa, Israel, Kuwait, Mauritius, Namibia, Member Countries of the European Union (at the beginning of the guarantee term), except United Kingdom, Germany, Austria, Switzerland, Belgium and the Netherlands.

For United Kingdom, Germany, Austria, Switzerland, Belgium and the Netherlands please refer to the specific guarantee terms in these countries. For more details, please contact your installer/distributor.

4. OBTAINING GUARANTEE SERVICES

To make a claim under this Guarantee please contact your installer, call the PowerSet service hotline on 00800 333 111 333 – only available in the EU, or contact Solar Frontier using the contact form on www.solar-frontier.eu 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) 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 System components 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 System 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 System or component thereof will not be accepted unless prior written authorization has been given by SOLAR FRONTIER. Any System or component thereof 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 System or component thereof 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 System or component thereof. 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 SYSTEM

If the manufacturer of the System or parts thereof has discontinued manufacture of the particular model of the respective System component at the time the guarantee claim is accepted by SOLAR FRONTIER, SOLAR FRONTIER may deliver to the First User another model of the System component, 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 System 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.