

# Guarantee by CENTROSOLAR AG

**for crystalline solar modules**

**SOLARA K-Series**

**SOLARA M-Series**

**(“solar modules”)**

## **Product guarantee for solar modules**

### **Scope of the guarantee**

Centrosolar AG (hereinafter referred to as “Centrosolar”) guarantees that the solar modules will be free of material and processing defects for a period of 2 years under normal application, installation, mounting, commissioning, operating and maintenance conditions and in accordance with their intended use. During this warranty period, which starts on the day of delivery (works or Centrosolar warehouse), Centrosolar, at its option, will either repair or replace the product or choose any other way for rectifying the defects or refund the then-current replacement price provided this price does not exceed the original purchase price if a solar module does not comply with this guarantee.

This guarantee is limited to product repair, product replacement or refunding of the replacement price/purchase price. These are the exclusive and sole benefits provided by this guarantee. Costs incurred for the disassembly of a faulty product, the return transport to Centrosolar and reinstallation as well as recovery of damages are not included in this guarantee. Furthermore, this guarantee does not cover any losses resulting from any kind of lost income particularly with regard to feed-in tariffs for the generated power. This guarantee is only valid as long as the original operator possesses the solar module.

This guarantee is only valid if the solar module has remained in the photovoltaic system originally installed, or if the solar module has been verifiably uninstalled by a specialised company during a change of location and then subsequently reinstalled in a professional manner. In any case, installation, commissioning, maintenance and operation must have been verifiably carried out by properly qualified experts of a specialised company.

### **Exclusions of the guarantee**

This guarantee does not apply if inspections conducted by Centrosolar reveal that a solar module has not been properly installed, commissioned, maintained, operated or used, has been subjected to an accident or damaged through misuse, modification, inadequate installation, operation or

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negligence during storage, transportation or handling or that the solar module has been repaired or modified by any third parties other than Centrosolar or by any third parties other than parties which have been expressly authorised by Centrosolar.

This guarantee does not apply to solar module defects:

- if the photovoltaic system has not been installed by properly qualified experts and in accordance with the current state of technology
- resulting from improper mounting and/or set-up on unsuitable substructures based on non-compliance with static requirements
- resulting from improper or insufficient system layout and/or configuration
- resulting from improper wiring works, installation works or handling during the execution of such works
- resulting from operation under unfavourable ambient conditions or unsuitable methods deviating from the product specifications, operating manuals or rating plate data
- resulting from other influences such as dirt on the front pane, contamination or damage due to climatic conditions, smoke, salt, water, corrosion, acid rain etc., unless exceptions are expressly permitted according to the technical specifications of Centrosolar
- resulting from improper handling or improper execution of the installation processes
- resulting from commissioning and/or operation under impermissible ambient conditions and operating modes serving the generation of solar power which are not in accordance with the intended use
- resulting from non-compliance with the transport regulations and installation instructions included in the operating manuals and/or non-observance of the rating plate data
- resulting from negligent maintenance and non-performance of the periodic function checks of the system and solar module configuration(s) or unsuitable measuring and testing procedures
- Valid only for K-Series: resulting from glass breakage and/or glass damage and/or other external impacts
- Valid only for M-Series: caused by damage to the surface film and/or other external impacts
- resulting from chemicals, kerosene and/or other deposits and foreign substances
- resulting from force majeure such as earthquakes, hurricane-force winds, volcano eruptions, floods, landslides, frost, damage by hail and snow, avalanches, flying objects, direct and/or indirect lightning strikes, vandalism and/or theft and/or other unpredictable events
- Valid only for M-Series: if the module is installed with a curve greater than 3% or is subjected to dynamic bending loads during installation
- Valid only for M-Series: if the 'Cell Protector' protective device supplied with the SM120M, SM160M and SM225M modules is either not or incorrectly connected

### Limitations of the guarantee

This guarantee supersedes and equally expressly excludes all other explicit and implicit guarantees including, without being limited to, guarantees of civil law and suitability for particular

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applications and, moreover, all other obligations or liabilities on the part of Centrosolar, unless other guarantees, obligations or liabilities have been expressly granted by Centrosolar in writing.

This guarantee is limited to the following components: glass (K-Series), support plate (M-Series), cells, connection cables incl. Plug (if available), connection box and foil.

If the solar module is integrated in further products or subjected to substantial product modifications, Centrosolar immediately disclaims any warranty.

Upon acceptance of the product, the purchaser shall be deemed to acknowledge that the product is in accordance with the contract and does not show any visible defects.

Centrosolar cannot be held liable for additional, consequential, indirect or other damage irrespective of cause or origin. This guarantee also excludes wear and tear.

For damage or any other events, the total liability of Centrosolar (if any) is limited to the product's purchase price paid to Centrosolar.

### Warranty claims

For warranty claims, the purchaser must prove that the solar modules' malfunctions exclusively result from material defects.

Centrosolar does not accept returned solar modules without a prior written request by Centrosolar.

The warranty does neither cover the transport costs for the return shipment of the solar modules nor the shipping costs for repaired or replaced solar modules. Mounting, disassembly, accompanying or other consequential costs are excluded.

The rendering of services under this guarantee does not extend the period of guarantee.

The defect of the solar module has to be notified in writing within the respective period of guarantee. The letter of complaint has to be accompanied by a copy of the invoice.

A transfer of guarantee claims is not permissible.

As of: July 2009



Dr. Josef Wrobel

Member of the Centrosolar AG Managing Board