

AVANCIS WARRANTY FOR PHOTOVOLTAIC MODULE(S)

1. Product Warranty

AVANCIS GmbH registered at Solarstrasse 3, in 04860 Torgau, Germany ("AVANCIS") warrants its photovoltaic module(s) ("PV module(s)"), as described in the applicable product information literature, to be free from defects in materials and workmanship under normal application, installation, use and service conditions. If the PV module(s) fail/fails to conform to this warranty, then for a period ending hundred and twenty (120) months from date of sale to the original end customer who purchased the PV module(s) ("the Customer"), AVANCIS will, at its own discretion, either repair the product or provide new PV module(s) or refund the purchase price as paid by the Customer ("Purchase Price"). Installation costs are not borne by AVANCIS. In case of only visually detectable deviations, such as discoloration, staining, scratches or wear and tear, which do not impair the functioning of the PV module(s) shall not be deemed defects.

2. Limited Nominal Power Guarantee (Manufacturer's Guarantee)

For its PV module(s) AVANCIS guarantees as their manufacturer: If, within (a) the first ten (10) years from date of sale to the Customer, any PV module(s) exhibit/exhibits, under standard test conditions (STC¹), a power output less than ninety (90) per cent of the minimum nominal power as specified in AVANCIS product information literature at the date of sale, or (b), within a period of twenty-five (25) years for PowerMax® from date of sale to the Customer any PV module(s) exhibit/exhibits, under STC¹, a power output less than eighty (80) per cent of the minimum nominal power as specified in AVANCIS product information literature at the date of sale, provided that such loss in power is determined by AVANCIS (at its sole and absolute discretion) to be due solely to defects in material or workmanship, AVANCIS will replace such loss in power, at its sole discretion, by either providing to the Customer additional PV module(s) to compensate such loss in power, or by repairing the defective PV module(s) or providing new PV module(s) or by refunding the Purchase Price taking into account a yearly depreciation of four (4) per cent of the prior Purchase Price for PowerMax® to be reimbursed. Installation costs are not borne by AVANCIS. The remedies set forth in this Article 2 shall be the sole and exclusive remedies provided under the Limited Nominal Power Guarantee.

3. Exclusions and limitations

- a) The Product Warranty and Limited Nominal Power Guarantee (hereinafter collectively referred to as "Warranties") do not apply to any PV module(s) which in AVANCIS' judgement have/has been subjected to:
- misuse, abuse, neglect or accident;
 - alteration, improper installation or application;
 - non-observance of the AVANCIS Safety, Installation and Operation Manual;
 - repair or modifications by someone other than an approved service technician of AVANCIS;
 - surges due to power failure, lightning, flooding, fire, accidental breakage or other events outside AVANCIS' control.
- b) Any warranty claims are excluded if the type or serial number of the PV module(s) has been altered, removed or made illegible.

4. Limitation of Liability

Under no circumstances shall AVANCIS be liable for additional compensation for loss, in particular for incidental and consequential damages, howsoever caused. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded. This limitation of liability does not apply to claims in case of injury to persons or cases of deliberate intention, gross negligence, lack of an agreed quality and culpable breach of material contractual obligations or product liability law or other binding regulations.

Any guarantees provided by AVANCIS under Article 2 shall be additional to and not to the exclusion of warranties provided to the Customer by the respective seller of the PV module(s).

5. Obtaining Warranty or Guarantee Performance

The rights deriving from these warranties are transferable to a new owner of the location where the PV module(s) were first installed provided that the PV module(s) remain installed at the location where they were first installed.

If the Customer feels he/she has a justified claim covered by these warranties, he/she must immediately provide notice of the claim in writing to (a) the dealer who sold the PV module(s) to the Customer, or (b) any authorised AVANCIS distributor, or (c) AVANCIS GmbH, Solarstrasse 3, 04860 Torgau, Germany.

Together with the notification the Customer should enclose proof of purchase to document the date of sale of the PV module(s). The Customer shall provide all such further evidence as may be required by AVANCIS to demonstrate validity of Customer's claim. If applicable, the Customer's dealer or distributor will give advice on handling the claim. If further assistance is required, the Customer is invited to write to AVANCIS for instructions. The return of any PV module(s) will not be accepted unless prior written authorisation has been given by AVANCIS.

6. Disputes

No action, regardless of form, arising out of or in any way connected with the Limited Nominal Power Guarantee according to Article 2, may be brought by the customer more than one (1) year after the date when the cause of action occurred or the date when the customer discovered the cause of action, whichever is later.

7. Miscellaneous

The repair or replacement of the PV module(s) or the supply of additional PV module(s) does not imply the beginning of new warranty terms, nor shall the original terms of this Product Warranty or Limited Nominal Power Guarantee be extended. Any replaced PV module(s) shall become the property of AVANCIS. AVANCIS has the right to deliver another type of PV module (different in size, colour, shape and/or power) if AVANCIS has discontinued production of the PV module(s) in question at the time the claim is made. For the purpose of Articles 1 (Product Warranty) and 2 (Limited Nominal Power Guarantee), the Purchase Price of a PV module shall, where a separate price for the PV module has not been agreed, be reasonably determined by AVANCIS, by reference to available industry publications listing prices for comparable PV module(s) for the year of sale.

¹ The measurements are carried out in accordance with the calibration and testing standards of AVANCIS valid at the date of manufacture of the PV module(s). AVANCIS' calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.