

## **Special Terms and Conditions on Warranties and Guarantees for SCHOTT ADVANCE™ InDaX systems**

### **1 Product warranty**

#### **1.1 SCHOTT Solar warrants**

a) that the modules it supplies will be free and clear of any defects in materials and workmanship which would impact the functionality of the product for a period of ten (10) years from the date of the delivery ex works.

b) that the InDaX<sup>®</sup> system it supplies will be rain proof for a period of ten (10) years from date of delivery ex works, provided, that installation was in compliance with the respective installation manual for InDaX<sup>®</sup> systems (SCHOTT ADVANCE™ InDaX 185/235 installation manual) and all components listed wherein have been properly installed correctly. The installation manual can be read on and downloaded from SCHOTT Solar's website <http://www.schottsolar.com>. Rain proofness as mentioned above means the possibility to discharge water under normal weather conditions by applying European Test Standard prEN-15601 mutatis mutandis.

The seller's recourse against SCHOTT Solar is governed by statute.

**1.2** Any defects within the meaning of subsection 1.1 must be formalised in a written complaint and submitted to the seller within the period set forth under subsection 1.1. There is a statutory assumption that a defect within the meaning of subsection 1.1 existed at the time that the risk of loss passed to customer, if the defect becomes apparent within six months from the date that the risk of loss passed, unless the assumption is inconsistent with or contrary to the module supplied by SCHOTT Solar or the nature of the defect.

**1.3** The statutory warranty rights apply during the statutory warranty period (24 months). Thereafter, defective modules within the meaning of subsection 1.1 will be repaired or replaced within a reasonable period of time, unless otherwise agreed on an ad hoc basis.

**1.4** Any and all claims not expressly granted under these Special Terms and Conditions of Warranty are waived. This waiver applies, above all, to any claim seeking compensation for indirect and/or consequential damages (such as lost feed-in compensation, interest expenses, costs for obtaining substitute electricity, etc.) or to any claim for damage which was not caused to the modules themselves, unless the claim is based on the intentional or grossly negligent conduct of SCHOTT Solar or on a loss of life, physical injury or injury to health. The statutory provisions under the Product Liability Act are not affected thereby.

### **2 Performance guarantee**

**2.1** In addition to the product warranty stipulated under section 1 above, SCHOTT Solar provides the following additional performance guarantees in accordance with these Terms and Conditions, in each case beginning on the date of delivery ex works:

SCHOTT Solar guarantees for a period of one (1) year from date of delivery that the module power output will be at least 97 % of the rated power output specified in the applicable product data sheet as of the date of original sale by SCHOTT Solar. From year two (2) through year twenty five (25) SCHOTT Solar guarantees that the module power output will degrade no more than 0.7 % per year of the rated power output specified in the applicable product data sheet as of the date of original sale by SCHOTT Solar. Therefore at the end of the guarantee period the guaranteed module power output will be at least 80.2 % of the rated power output specified in the applicable product data sheet as of the date of original sale by SCHOTT Solar.

**2.2** If the module power output does not achieve the guaranteed minimal rated power output, then SCHOTT Solar shall, at its own option, make up for the missing power output by supplying an additional module, repair or replace the module, or pay compensation. This compensatory payment is calculated from the purchase price of the module, less a pro rata reduction for each year following the purchase until the guarantee is enforced. The performance guarantee for such replacement or additional modules extends only to the remainder of guarantee period for the originally supplied module. If the originally supplied module type is no longer manufactured in a series, then the current standard types will be delivered to serve as the replacement or additional modules. A prerequisite for granting the guaranteed power output is that the relevant module

must have been duly and properly installed, and the use on any mobile units such as motor vehicles and ships is thereby prohibited.

- 2.3** The performance guarantee does not extend to any modules which, except for the guaranteed minimum power output, exhibit any other defects (e.g. through external causes, including a force majeure) or which were destroyed or damaged as a result of changes or improper installation, use, operation, storage, transport or handling, above all where the installation, operating and maintenance instructions provided by SCHOTT Solar were not observed, or were exposed to third party interference (e.g. by vandalism, destruction by external influences and/or persons or animals). The guarantee will lapse, if and when the serial number or type plate has been subject to manipulation or is not clearly identifiable for some other reason. The performance guarantee will lapse as well once the module is removed from the original installation site. The physical appearance of the module as well as any scratches, spots, mechanical wear and tear, rust, mould, noticeable degradation, discolouration and other changes, which transpire after SCHOTT Solar made the delivery, do not constitute defects, if the change in appearance does not compromise the electricity generation output.
- 2.4** This power output commitment does not create any more extensive claims against SCHOTT Solar than those already set forth in subsection 2.2. Warranty claims against the seller are not affected thereby. SCHOTT Solar is liable only in accordance with subsection 2.2, and any other more extensive claims are disclaimed. Liability under the Product Liability Act is not disclaimed, however. This liability disclaimer does not apply to SCHOTT Solar's liability that is based on gross negligence or intentionally caused damages and to its liability for any loss of life, physical injury or injury to health, which it was responsible for causing.
- 2.5** The performance guarantee does not cover the transport costs for the return shipment of the modules or for any renewed delivery of the repaired or replaced modules. It also does not cover the costs of installation or reinstallation of modules, and other expenses incurred by the final customers or the seller.
- 2.6** SCHOTT Solar AG's total liability is limited to the purchase price for the defective products, except in the cases in which SCHOTT Solar caused loss of life, physical injury or injury to health.
- 2.7** All rights given by SCHOTT Solar in the section 2 have to be asserted within the guarantee period but not later than two (2) months after knowledge of the decreased module power output.

### **3 Glass breakage**

The glass used for the modules is a very high quality product, for which glass breakage is generally caused by external factors only. Thus, a claim may be asserted, only if and to the extent that it can be shown that no external factors in fact existed, unless SCHOTT Solar's responsibility is presumed under the law.

### **4 Enforcement of rights**

The rights set forth herein may be enforced only upon submitting the original bill of delivery or original invoice and guarantee card together with information about the purchase date and dealer stamp (including signature). The rights must be enforced against the respective seller. In the event the output guarantee is enforced, then the module output will be measured under standard testing conditions (25 °C cell temperature, irradiance of 1,000 W/m<sup>2</sup>, and spectrum AM 1,5).

- 5** The guarantor is SCHOTT Solar AG, Hattenbergstrasse 10, 55122 Mainz, Germany.
- 6** These Special Terms and Conditions on Warranties and Guarantees are governed exclusively by German law to the exclusion of the rules of private international law (conflicts of law).

(June 1st, 2011)