

WARRANTY TERMS AND CONDITIONS

Thank you for buying SOLARCELL panels! Our solar panels have been manufactured with great care and passed a strict quality test. If, however, a panel shows a material defect or a processing defect or suffers a loss of power during the warranty period, we provide our customers that have purchased the solar panels from us with the following warranty.

SCOPE

Warrantor is SOLARCELL GROUP B.V., hereafter also referred to as 'we', 'us' and 'our', residing at the Ravelijn 42, 3905 NV Veenendaal, The Netherlands, registered at the Chamber of Commerce number 74845934.

The warranty terms and conditions apply exclusively to SOLARCELL panels of the following types:

- SOLARCELL SCP-280/60
- SOLARCELL SCM-300/60B
- SOLARCELL SCM-310/60W
- SOLARCELL SCM-310/60B
- SOLARCELL SCM-330/120HW
- SOLARCELL SCM-330/120/HB

which bear our manufacturer's label and only to customers that have purchased the panels from the warrantor.

This warranty applies exclusively to the customer not to distributors or installation companies. Customers are all who have purchased the SOLARCELL panels for their own use.

The warranty period begins with the purchase of SOLARCELL panels from us (Product Purchase); the date of invoice is relevant. Any performances of services under this warranty will not extend the warranty period.

Any assignment or transfer of your rights under this warranty is excluded. In the event of an assignment or transfer of a payment claim which is nonetheless effective, you shall be the only person that is entitled to enforce the claim.

15-YEARS PRODUCT WARRANTY

We warrant that SOLARCELL panels which are installed and used in accordance with the relevant product information, particularly by the SOLARCELL installation Manual, will not show any material defects or processing defects for a period of fifteen years after the Product Purchase to the customer (but beginning one (1) year after the production date at the latest). In the event that within the warranty period a panel has a defect covered by this warranty (Warranty Event), we, at our choice, undertake either to remedy the defect or to supply a panel free of defects.

25-YEARS PERFORMANCE WARRANTY

In addition, we provide the following performance warranty for SOLARCELL panels which are installed and used in accordance

with the SOLARCELL installation Manual. This performance warranty does not come into force if the reduction in performance is caused by damage or defects on panel components such as the panel glass, panel frame, connection socket, bypass diodes, cables, connector and EVA and rear film.

The guarantee against a reduction in cell performance applies from the date of Product Purchase to the customer (but beginning one (1) year after the production date at the latest), if the minimum joint performance values listed in the following table are not met.

Years *)	Power output **)
0 - 1	97,0%
1 - 2	96,5%
2 - 3	96,0%
3 - 4	95,5%
4 - 5	95,0%
5 - 6	94,5%
6 - 7	94,0%
7 - 8	93,5%
8 - 9	93,0%
9 - 10	92,5%
10 - 11	90%
11 - 12	91,5%
12 - 13	91,0%
13 - 14	90,5%
14 - 15	90,0%
15 - 16	89,5%
16 - 17	89,0%
17 - 18	88,5%
18 - 19	88,0%
19 - 20	87,5%
20 - 21	87,0%
21 - 22	86,5%
22 - 23	86,0%
23 - 24	85,5%
24 - 25	85,0%

*) Years since date of sale or Product Purchase or production

***) Total joint output of the panels in relation to the maximum output specified on delivery

All power data refers to measurements under the STC

Standard Test Conditions applicable at the beginning of this warranty. The STC Standard Test Conditions are customary standardized basic conditions for the measurement of the power of solar panels. The Standard Test Conditions are registered in the currently valid DIN EN 60904-3.

In the event that the power output of the joint SOLARCELL panels falls below the minimum power output (Warranty Event) we may, at our choice, compensate any differences to the guaranteed power by remedying the defect, by replacing a malfunctioning panel, by supplying additional panels or by repaying the purchase price of the panels or reducing the purchase price in proportion of the actual joint power to the guaranteed minimum joint power output. Other payments, such as compensation for expenses or for related damages, shall not be covered by this warranty.

EXCLUSION OF THE PRODUCT AND PERFORMANCE WARRANTY

Irrespective of the reason for the defect, this warranty does not cover the following damages:

- Damages caused by incorrect usage, modifications of the panels or incorrect handling (cf. the descriptions in the SOLARCELL installation Manual.
- Damages caused by incorrect installation or use, e.g. by violating the SOLARCELL installation Manual, incorrect static, etc.;
- Damages caused by incorrect system configuration, e.g. installation of mutually incompatible modules as well as inadequate system design, particularly incompatible inverter;
- Damages caused by incorrect or inadequate servicing or maintenance work (cf. the descriptions in the SOLARCELL installation Manual.
- Damages caused by the usage for purposes or in circumstances not conforming to the product specifications or not complying with the SOLARCELL installation Manual.
- Damages caused by environmental influences, such as dirt of the front glass, soiling or damage caused by smoke, salt, cleanser or other dirt, contamination of any kind as well as fire, explosion, smoke or charring;
- Damages caused by acts of nature, especially lightning, hail, frost, snow, storms etc. or damages caused by acts of violence, vandalism etc.;
- Damages to the system in which the panels are installed, or caused by factors such as voltage fluctuations, power peaks, excess voltage, power failure etc.;
- Damages in the form of scratches, marks, mechanical wear,

rust, mold, staining and other changes which occur after the delivery of the panels, which do not result in any adverse effect on the mechanical stability of the product or a reduction of performance which exceeds the levels set out in the performance warranty.

- Damages due to the forces of nature, force majeure and other unforeseen circumstances outside the scope of our influence, including earthquakes, typhoons, hurricanes/cyclones, volcanic eruptions, flooding, lightning strikes, snow damage (resulting from the maximum snow load specified in the specific datasheet of the involved solarcell panel, nuclear events, etc.
- Any damage due to the fact that the panels are modified or processed together with non-approved components without obtaining a written approval from us. The rights under this warranty shall be rendered null and void unless it is proven that the changes to the system cannot have had any impact on the fault.
- Any damage to panels of which the serial number or product label has been removed, changed, deleted or made unrecognizable or in case that it is no longer clearly distinguishable for other reasons beyond our control and therefore it is not possible to conclusively identify the panels.

In the event of a complaint, changes to the system or components of the system (e.g. disassembly of the panels) may not be carried out before the technical inspection of the system during operation by our technical service is completed, in particular with a system inspection; the rights under this warranty shall be rendered null and void if this requirement is violated.

This warranty does not apply to panels which are used on mobile carriers such as motor vehicles or ships. The same applies to the usage of panels in high snow load zones.

This warranty excludes any claims of compensation for the reimbursement of costs for dismantling, installation or replacement, loss of profit or other indirect or consequential damages.

NOTIFICATION OF DEFECTS

The supplied SOLARCELL panels must be checked for visible defects when they are purchased. Any defects discovered during this process must be reported immediately to us. If the defects are not reported immediately the warranty becomes discharged.

If you have any questions please contact us under the e-mail address info@solar-cell.nl or under our postal address.

We ask for our customers' understanding that we cannot accept unauthorized return shipments of SOLARCELL panels (any

such shipment without our prior, written permission) and we will not take delivery of such items.

PERFORMANCE OF THE WARRANTY SERVICES

- Any warranty claim requires submission of the invoice with the purchase date.

- In all cases, we shall have the choice as to how warranty claims are settled. We may use the services of a customer service unit or a service partner for this purpose.

- We shall pay the costs for the technical inspection and transport in case of a Warranty Event. If there is no Warranty Event these costs shall be borne by you.

- The panels sent to us shall remain the property of the customer until the inspection has been completed. If we provide the customer with new panels as a replacement under the terms of the warranty or reimburses the customer for the purchase price, we can request that all panels covered by the warranty case (including those recognized under the complaint) be returned.

- We guarantee that all spare parts used during repairs on the panels will offer the same or better functionality and that they will be covered by the remaining period of the original product warranty.

- If we supply replacement or additional panels on the basis of these warranty terms and conditions those panels may be of a similar or equivalent type from the product range available at the time of the Warranty Event as long as they are suitable for the intended purpose and if the original panel type is no longer available.

CHOICE OF LAW

These warranty terms and conditions shall be exclusively governed by Dutch law. Conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods shall not apply.

Exclusive – also international – place of jurisdiction shall be the court of our residence. We shall also be entitled to file legal claims at the court located in the court district where the customer has its seat or where it has a branch office.