

SOLAR SOLUTIONS GMBH

LIMITED WARRANTY TERMS FOR PV MODULES OF THE BRAND 'AEG'

Thank you for choosing AEG photovoltaic modules! The AEG brand is commensurate with the highest quality levels and to further emphasize this, we are offering all AEG customers an extensive limited product warranty and a linear limited performance warranty as specified hereinafter.

AEG PREMIUM SERIES:

Glass-Backsheet solar modules:

15 years product warranty, 25 years performance warranty

Types covered: AS-Mxxx2U (Ultra)

Glass-Glass (=Double Glass) solar modules:

15 years product warranty, 30 years performance warranty

Types covered: AS-Mxxx2-G

AEG HIGH EFFICIENCY SERIES:

15 years product warranty, 25 years performance warranty

Types covered: AS-Mxxx3, AS-Mxxx2, AS-Mxxx9

AEG PROFESSIONAL SERIES:

12 years product warranty, 25 years performance warranty

Types covered: AS-Mxxx8, AS-Pxxx8

1. EXTENT OF WARRANTY - GENERAL TERMS

These Limited Warranty Terms (hereinafter also referred to as: "warranty") are provided by Solar Solutions GmbH (HRB 106515, AG Frankfurt am Main; hereinafter "Solar Solutions") and applies exclusively to AEG photovoltaic modules (also referred to as "solar modules"; hereinafter: "PV modules") purchased with the Warranty.

Solar Solutions shall warrant the PV module performance as described above, from the date of sale (warranty start date) to the Final Customer* purchasing the PV modules or a photovoltaic installation that includes AEG photovoltaic modules.

* Final Customer is the person or persons or legal entity that purchases the full system and installation such that the PV system which includes the Warranted PV modules are owned by that person, persons, or entity. and the installation location for said system is the first and only warranted location for the PV modules.

1.1 Validity of this Warranty and Limitations

This Warranty is transferrable and will be honoured by Solar Solutions if the ownership of the panels is transferred by the originally defined Final Customer in so much as the PV modules remain in their original location and in the original installation. Solar Solutions reserve the right to conduct enquiries to ensure the location and installation are the original ones.

The Warranty as set forth herein is expressly in lieu of and exclude all other expressed or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of Solar Solutions, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Solar Solutions. Solar Solutions shall have no responsibility or liability for damage or injury to persons or property, or for other loss or injury resulting from any cause arising out of or related to the PV module, including, without limitation, any defects in the PV module, or from use or installation except as provided hereinafter. Under no circumstances shall Solar Solutions be liable for incidental, consequential, or special damages. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. Solar Solutions' aggregate liability, if any, in damages or otherwise, shall not exceed one hundred percent of the purchase price paid by the Final Customer specifically for the PV modules excluding any other costs outlined in the seller's invoice.

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Nothing herein shall be construed as to exclude any mandatory provision of law. The limitation hereunder shall be enforceable only to the maximum extent allowed by the applicable law.

Final Customer may receive this Warranty transmitted upon demand in text form from Solar Solutions. This warranty can furthermore be downloaded from www.aeg-industrialsolar.de.

1.2 Notification of The Final Customer 's statutory rights

This voluntary and independent Warranty exists independently of statutory and potential contractual rights of the Final Customer against the seller and/or installer of the respective PV module, which remain unaffected by this Warranty.

2. LIMITED WARRANTY

Solar Solutions grants Final Customer this product warranty (2.1) regarding material defects of the respective PV module, as well as a performance warranty (2.2) regarding a power reduction of the respective PV module inside the timeframes indicated in the following.

2.1 Product warranty

Solar Solutions warrants for each PV module for a period of:

AEG PREMIUM SERIES: 15 (fifteen) years

AEG HIGH EFFICIENCY SERIES: 15 (fifteen) years

AEG PROFESSIONAL SERIES: 12 (twelve) years

in respect of the Warranty Start Date that the respective PV module will be free of material defects in design, materials and workmanship that effect the performance of the PV module. Material defects shall not include normal wear and tear.

For AEG solar modules integrating IMM-technology at junction box level, an additional product warranty for the sensor is granted for a period of 25 years.

2.2 Performance warranty

Solar Solutions warrants for each PV module as a voluntary, independent performance warranty:

AEG PREMIUM SERIES Glass-Backsheet solar modules and AEG HIGH EFFICIENCY SERIES:

The Actual Power Output shall not be less than 98.0% of the Nominal Power Output in the first year, thereafter, for years two (2) through twenty-five (25), 0.55% maximum decrease per year, ending with the 84.8% of the Nominal Power Output in the 25th year after the Warranty Start Date .

AEG PREMIUM SERIES, Glass-Glass (Double Glass) solar modules:

The Actual Power Output shall not be less than 97.0% of the Nominal Power Output in the first year, thereafter, for years two (2) through thirty (30), 0.5% maximum decrease per year, ending with the 82.5% of the Nominal Power Output in the 30th year after the Warranty Start Date .

AEG PROFESSIONAL SERIES:

The Actual Power Output shall not be less than 97.0% of the Nominal Power Output in the first year, thereafter, for years two (2) twenty-five (25), 0.7% maximum decrease per year, ending with the 80.2% of the Nominal Power Output in the 25th year after the Warranty Start Date .

The Nominal Power Output listed on the nameplate is the power in Watt (W) excluding any specified positive tolerance, which a PV module generates under the following Standard Test Conditions (STC) according to the norm IEC 61215 in its Maximum Power Point (MPP):

- a) A light spectrum of Air-Mass (AM) 1.5
- b) An irradiation of 1000 W/m² at a 90° irradiation angle
- c) A module temperature of 25°C The deviation of the nominal power is to be determined under STC.

The Actual Power Output is determined according to the same procedure as described above.

2.3 Warranty Performance

Upon the Final Customer's notification (see "3. Warranty Case and Claiming Warranty Performance") Solar Solutions shall determine whether the reported defect is eligible for coverage under Warranty. The PV module's serial number must be legible and properly attached to the PV module in order to be eligible for Warranty coverage. If Solar Solutions determines that the reported defect is not eligible for coverage under the Warranty, Solar Solutions will notify the Final Customer accordingly and explain the reason why coverage is not available. If Solar Solutions determines that the reported defect is eligible for coverage under the Warranty, Solar Solutions will notify the Final Customer accordingly, and Solar Solutions may, in their sole discretion, take any of the following actions:

- repair the PV module at Solar Solutions' selected third party facilities or on-site; or
- issue a credit in a mutually agreed format for the defective PV module at an amount up to its actual value (actual market price) at the time the Final Customer notifies Solar Solutions of the defect, as determined by Solar Solutions or
- provide the Final Customer with replacement units for the PV module (comparable, new PV modules from the current product portfolio of AEG at the time of the Extended Warranty case). Because of the technology advances in the Photovoltaic industry it may not be possible to replace the defective unit with a model of exactly the same specification.

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Solar Solutions will determine whether the PV module should be returned to Solar Solutions (see 3.3 "Return of a PV Module (Return Merchandise Authorization (RMA))"). If Solar Solutions determine it is not possible to return the module Solar Solutions will advise will as to how to dispose of the panel safely.

The remaining period of the original warranty period applies to newly supplied or repaired PV modules.

For AEG solar modules integrating IMM-technology at junction box level, in case of sensor defect Solar Solutions will supply the customer a new sensor free of charge.

3. WARRANTY CASE AND CLAIMING WARRANTY PERFORMANCE

3.1. Report of a warranty case

If the Final Customer feels there is a justified claim covered by this Warranty, he/she must immediately notify of the claim in writing:

- the dealer, who sold the PV module, or
- the authorized distributor of Solar Solutions for the designated country, or

- Solar Solutions directly at the below contacts

Solar Solutions GmbH

Brückenstraße 94

60594 Frankfurt am Main, Germany

Email: service@aeg-industrialsolar.de

The written report shall include the following information:

- Name and address of the Final Customer, installer, responsible seller.
- A copy of the invoice with reference to the claimed PV module serial numbers / module type or purchase agreement and installation agreement.
- A copy of the installation test report following minimum requirements of IEC 62446 / IEC 60364-6 or in the case of residential installations a copy of the seller's invoice.
- A copy of the periodical maintenance reports as recommended or required by regional regulations or legal requirements (if any) and acceptance protocol of handover after the installation was finished and the system connected to the grid with all relevant measured system data.
- Module type and Serial number(s), Quantity of the respective PV module(s).
- Address of the place of installation of the respective PV module, in as far as this address differs from the address of the Final Customer.
- A short but clear description of the problem at hand and what is claimed; a short description of the tests which may have already been performed and with which tools, and their results. In particular: a) regarding a material defect: High quality pictures of the defective PV module which show the defect including pictures of the system and surrounding environment. b) In the case of a low power output: information regarding the PV-generator, the inverter, the circuitry / layout as well as the pictures of shadowing situation at the location.

3.2 Deadline

A warranty case is to be reported within 4 weeks after becoming aware of the circumstances which constitute a warranty case. The timely receipt of the report by Solar Solutions shall be decisive. Email or fax communication is accepted.

3.3 Return of a PV module (Return Merchandise Authorization (RMA))

Final Customer is only authorized to return the respective PV module after prior written consent of Solar Solutions. If recycling is necessary, it must be done via regional recycling organization following the national law or regulation.

3.4 Costs

Loss of use, loss of profits, loss of production, and loss of revenues are excluded from all warranty claims. Solar Solutions will not cover costs for claims which are invalid.

4. LIMITATION OF LIABILITY

This Warranty applies only in case of proper use of in keeping with the respective conditions of operation and qualified installation according to the applicable installation guides. These can be obtained from AEG website. This Warranty will not apply if the material defect or the reduced power was caused by circumstances or acts which are beyond the control of Solar Solutions and AEG as the PV module manufacturer, in particular:

- faults caused by improper handling or mounting; power outage, surge voltage, lightning, accidental breaking of the PV module;
- unauthorized alterations or modifications of the PV module;
- faults resulting from disregard of widely acknowledged technical rules; operating or installation errors; faulty system layout, system configuration, or mounting, as well as improperly conducted cabling or installation works;
- faults resulting from the use of faulty parts, e.g. supporting structure, fastening elements, system components such as inverters, supply cables or bypass diodes;
- faults resulting from installation of or PV modules from third-party suppliers;
- faulty use, e.g. operation of the PV modules under unsuitable environmental conditions that do not comply with either product specifications, or with the operating manual, or with type label specifications;
- faults caused by incorrect or non-existent maintenance, testing, or action by third parties;
- glass breakage due to extraordinary causes, damage from flying objects, excessive mechanical stress, theft and natural phenomena / acts of god / force majeure (e.g. earthquake, fire, hail, direct and indirect lightning strike, high winds, flooding, snow load, avalanche, landslide, insect plague and other animal interference; acts of war, vandalism, riots, terrorist acts etc.), as well as any other damage caused by third parties, such as incorrect handling, transport, storage, operation, the use of force, or negligence by a party/person whom the PV module manufacturer is not responsible for, or by the Final Customers themselves;
- furthermore, cosmetic defects which do not impair the performance of the PV module shall not be considered as a warranty obligation.

Claims under the Warranty can only be recognized if the serial number of the respective PV module is unchanged, has not been removed or obscured. The serial number can be found under the glass on the front side of the PV module.

The following does not apply to Final Customer who are defined as consumers under European law:

The “Warranty” and “Performance Warranty” do not cover any labour cost, transportation charge, customs clearance or any other costs for return of the PV module(s), or for reshipment of any repaired or replaced PV module(s), or costs associated with installation, removal or re-installation of the PV module(s).

5. SEVERABILITY

If a part, provision or clause of the Warranty Terms”, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of the “Warranty Terms”, and to this end such other parts, provisions, clauses or applications of the “Warranty Terms” shall be treated as severable.

6. DISPUTES

In case of a dispute regarding the existence of a material defect or reduced power in a warranty case, Solar Solutions will accept the statement of an accredited testing institute such as e.g. the Fraunhofer ISE in Freiburg im Breisgau or TÜV Rheinland in Cologne as binding. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

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