

Terms and conditions of warranty **for BAUER thin-film modules**

1. Warranty for error-free materials and functions

(1) Bauer Solartechnik GmbH gives a warranty that the materials and functions of its photovoltaic modules will remain free of fault and error for a period of five years from the flash report, when subject to normal conditions of use, installation, operation and maintenance. The applicable criteria are the performance specifications as stated on the data sheet. The appearance of the modules, any scratches, stains, mechanical wear, rust, fungus, optical impairment, discolouration and other changes occurring after delivery do not constitute defects, provided that the change in appearance does not limit the capacity to generate power.

(2) Should any module not conform to this warranty for a period of five years from the flash report, Bauer Solartechnik GmbH will either repair the product, supply a replacement or refund the amount paid at its own discretion. This warranty does not cover any further claims, in particular the costs for dismantling a defective product, for return shipment to Bauer Solartechnik GmbH and/or for re-installing the product.

2. Warranty for the rated output of the photovoltaic module

(1) For a period of ten years from the flash report a warranty is given that module performance will be at least 90% of the rated output (within the output tolerances) as specified in the contract of sale.

For a period of 25 years from the flash report a warranty is given that module performance will be at least 80% of the rated output (within the output tolerances) as specified in the contract of sale.

(2) Should performance fall below the specified tolerances within the aforesaid periods, Bauer Solartechnik GmbH will provide replacement, either by supplying additional modules, or by repairing the affected module or by replacing the affected module with a technically equivalent module, at its own discretion, provided that Bauer Solartechnik, on the basis of its own investigations during a proper inspection, can attribute such a drop in performance exceeding the given tolerances to defects in materials and processing. In the event of a claim under the performance warranty, the module output will be measured under standard test conditions (a cell temperature of 25°C, an irradiation of 1,000 W/m² and a spectrum of AM 1.5). No further claims may be derived from this warranty. In particular, this warranty does not cover the costs for dismantling a defective product, for return shipment to Bauer Solartechnik GmbH and/or for re installing the product.

3. Definition of warranty period; exclusion of warranty claims

(1) The warranty period of the guaranteed product output and performance agreed in § 1 and 2 begins on the day the relevant flash report, which is completed before the delivery of each photovoltaic module, was produced. The provision of services specified in the warranty does not extend the warranty period.

(2) Warranty claims may not be assigned by the end user.

(3) This warranty shall not apply if, following its own proper inspections, Bauer Solartechnik GmbH establishes that a module has been incorrectly operated or negligently used, subjected to an accident, harmful contaminants or external acts of violence, or damaged as a result of misuse, modification, unsuitable installation or use, or carelessness during storage, transportation or handling, or if the photovoltaic module has been repaired or modifications have been made to a photovoltaic module in any way by persons other than Bauer Solartechnik GmbH.

This warranty will also not apply if a photovoltaic module is defective:

- due to system parts, apparatus and system components, such as bypass diodes, connecting cables, inverters or similar, which have been coupled to the module by persons other than Bauer Solartechnik GmbH, or due to other equipment besides the photovoltaic module or to the way in which such equipment was installed;
- due to faulty wiring, faulty installation or faulty handling during such work;

- due to operation in unsuitable environmental conditions or using unsuitable methods which deviate from the product specifications, operating instructions or information given on the rating plate;
- due to inappropriate maintenance and testing, glass breakage caused externally by flying objects or by external stress;
- due to other influences, such as dirt on the front pane of glass, soiling or damage by smoke or other contaminants (especially ammonia), salt or other dirt, or due to acid rain, etc.;
- when used on mobile components, vehicles, ships etc.;
- due to forces of nature, force majeure or other unforeseeable circumstances beyond the control of Bauer Solartechnik GmbH, such as earthquakes, typhoons, hurricanes, tornados, volcanic eruptions, flooding, lightning strikes, snow damage, etc.

No warranty claims will be accepted if end users do not inform Bauer Solartechnik GmbH immediately after becoming aware of the defects complained about and fail to provide Bauer Solartechnik GmbH with an opportunity to verify the defects. No complaints of defects will be accepted unless they are lodged within four weeks of discovery.

If the photovoltaic modules were not installed by Bauer Solartechnik GmbH or an affiliated company, no warranty claims will be accepted if such installation was not carried out in compliance with the installation instructions issued by Bauer Solartechnik GmbH.

4. Warranty limitations

- (1) Unless otherwise agreed in writing, this warranty applies only to the claims specified herein.
- (2) Under the warranty Bauer Solartechnik GmbH will not accept any liability for any subsequent damage, additional damage or any other damage, however caused.
- (3) The total liability of Bauer Solartechnik GmbH, if any, shall be limited to €2.50 (approx. £2.20) per watt for damage or for any other eventualities.
- (4) The above is without prejudice to contractual warranty claims.

5. Lodging warranty claims

- (1) If end users believe they have a valid warranty claim, they must notify Bauer Solartechnik GmbH, Hinter der Mühl 2, 55278 Selzen, Germany, without delay. To claim under the warranty, end users must present the original receipt of purchase to Bauer Solartechnik GmbH.
- (2) Bauer Solartechnik GmbH will not accept returns of photovoltaic modules unless Bauer Solartechnik GmbH itself has issued a prior written request to that effect.

6. Applicable law, place of performance and place of jurisdiction

These terms and conditions of warranty are governed exclusively by German law. The place of performance and basis for the exclusive place of jurisdiction for any claims relating to this warranty is Selzen, provided this can be permissibly agreed upon.

Dated: 14.10.2010