

Guarantee conditions for photovoltaic modules of the DEAM, DEAP, DECM and DECP series valid from 01.10.2012

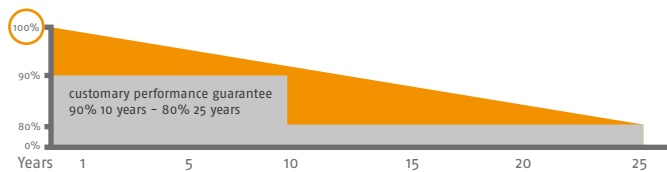
WIOSUN GmbH & Co. KG (hereafter referred to as WIOSUN) guarantees, in addition to the legal warranty claims which you are entitled to make against the seller for the modules produced and delivered by WIOSUN (DEAM, DEAP, DECM and DECP series), a product guarantee (see clause I) as well as a performance guarantee (see clause II) according to the following conditions:

I. Product guarantee

WIOSUN guarantees the end user that in case of normal use, normal operations and normal service conditions, the PV modules will remain free from faults related to material or workmanship which have an effect on the functioning of the modules for 10 years.

II. Performance guarantee

WIOSUN guarantees the end user the following linear performance guarantee for 25 years starting from the time of purchase:



III. Guarantee conditions

This guarantee is a voluntary special benefit given at no extra cost by the guarantee issuer to the end user, and it has no influence on the purchase agreement between seller and buyer.

The guarantees apply within the European Union or within the country in which the module was first put into circulation by WIOSUN, with the exception of Australia, North America (USA, Canada) and Central America (incl. Mexico and the Caribbean); for Australia and North and Central America, the guarantee conditions for each region will apply exclusively.

The guarantee periods begin on the day on which WIOSUN or a distributor has delivered the module to the end user.

IV. Guarantees

WIOSUN agrees to supply a replacement of its own choice after a guarantee claim has been officially approved, either:

- in the form of a replacement or
- repair, or
- by making additional modules available to the end user at our expense, or
- Technical measures may be taken to restore the minimum performance set out in the guarantee, or
- a payment may be made on the basis of the retail price of the module, with the deduction of a pro-rata amount for each year which has elapsed between purchase and the assertion of the claim.
- Fixed sums of EUR 130 per system for each module which is replaced for disassembly and reassembly.

If the type of module in question is no longer being produced when the guarantee claim is asserted, WIOSUN reserves the right to supply a different type of solar module (different size, shape, colour and/or performance).

For newly supplied or repaired PV modules, the remainder of the original guarantee period shall apply.

The guarantee does not compensate for any loss of energy or loss of profits from energy sales which were caused as a result of a module defect or due to the realisation of guarantee claims.

V. Limitation of liability/Disclaimer

This manufacturer's guarantee is valid exclusively if the PV modules named above are used properly and in accordance with the corresponding installation instructions from WIOSUN.

This manufacturer's guarantee does not apply to modules which are affected due to measures or events outside the sphere of influence of WIOSUN, especially in case of:

- Mechanical, electrical or thermal overload
- Impairment due to outside influences (e.g. constant exposure to wet weather, salt, dirt or chemicals, constant exposure to shade,
- events caused by force majeure, e.g. damage due to storms, hail, lightning, earthquakes, snow, flooding, hurricanes and sandstorms)
- Changes/damage due to interference by third parties (e.g. theft, wilful damage and vandalism, damage by animals)

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VII. Other provisions

There is not considered to be a material defect in case of purely optical changes to the modules such as scratches, stains, mechanical wear and tear, rust, mould and discolouration, which do not fundamentally affect the technical functioning of the modules.

A guarantee claim for breakage of glass will only be approved if it can be proved that no outside influence was involved, unless WIOSUN is suspected of being responsible for the breakage.

The following are excluded from the manufacturer's guarantee:

- Use of the module on mobile units
- such as vehicles and ships
- Offshore systems
- Improper storage or improper transport before installation
- Connection of the module to modules from other manufacturers, which are constructed differently
- Defects in the system into which the module has been built
- Defects as a result of insufficient ventilation or allowing the temperature to exceed the maximum temperature stated in the instruction manual

The following are also excluded from the guarantee: Modules which have been removed from the system into which they were originally integrated Modules whose serial number or product label have been removed, altered, or are not clearly identifiable for other reasons.

VI. Assertion of guarantee claims

In order for claims from this guarantee to be asserted, the customer must inform the authorised distributor/seller in writing of the suspected guarantee claim, or if this distributor/seller no longer exists, the customer should inform:

WIOSUN GmbH & Co. KG
Gewerbepark Altdorf 5 – 9
DE-87640 Biessenhofen

Guarantee claims must be asserted to the guarantee provider within three months after the cause for the guarantee claim has been recognised. The original bill along with the date of delivery must be provided as well as the flash list which was received and the serial number.

If a claim is made on the basis of the performance guarantee, the performance of the WIOSUN module will be tested under standard test conditions (STC, cell temperature 25 °C, irradiance 1000W/m² and air mass 1.5 spectrum).

WIOSUN does not accept modules which are returned without prior written agreement.

Modules which have been returned become the property of WIOSUN.

VIII. Choice of law

German law will apply exclusively to these guarantee conditions, with exception of UN sales law (CISG).

Biessenhofen, 01.10.2012