

SPECIAL TERMS AND CONDITIONS ON WARRANTY

SOLARNOVA BUILDING-INTEGRATED PHOTOVOLTAIC MODULES (BIPV)



The "General Terms and Conditions on Deliveries of Products and Services in the Electronics Industry" shall apply in its respectively current version.

A. WARRANTY

For a period of five (5) years from the date of transfer of the modules to the final vendor, solarnova warrants that, when used as intended (Item B), the solar modules it manufactures and supplies for integration into buildings will be free and clear of any defects in materials and workmanship that would affect the functionality of the product. Upon transfer of ownership, visible defects must be immediately reported to solarnova or the authorized vendor in writing, however at the latest within seven (7) days from the date of purchase. Later-appearing defects or defects which are not immediately visible must be reported to solarnova or the authorized vendor in writing, likewise within seven (7) days of becoming aware of the defect.

If a module is not free of defects, solarnova will rectify the defect by way of subsequent improvement without charge or supply a defect-free module at no cost. If the subsequent improvement or replacement delivery should fail, the end consumer may, at his or her option, request an additional subsequent improvement or replacement delivery or reduction of the purchase price or withdrawal from the contract.

Every notification of defects must be accompanied by the original proof of purchase to verify the time of purchase. Return of products to solarnova or the authorized vendor is permitted only with written approval from solarnova.

B. WARRANTY TERMS AND CONDITIONS

solarnova's warranty applies only to modules which carry a legible solarnova identification label on the back. Warranty eligibility applies to the owner at the time of the occurrence of a warranty case. These solarnova warranties do not apply to modules that were dismantled or remounted, other than for purposes of repair, or were used in any way other than that intended.

The solarnova warranty applies within the European Union. Claims may be asserted only within the respectively applicable warranty period.

These warranty provisions apply only to use as intended, including ordinary and proper application, installation, utilization and maintenance. In particular, our technical

instructions for installation of Photovoltaics for Architectural Building Integration (BIPV), in the version current at the time of installation, must be observed.

Claims made against solarnova based on Paragraph A are excluded if the impairment was caused by:

- ★ external influences such as direct contact with seawater, smoke, salt, chemical substances or contaminants,
- ★ vandalism, destruction by external influences and/or persons or animals,
- ★ use of products on mobile (non-fixed) units such as vehicles or ships,
- ★ improper use or any other purposes which do not comply with locally-applicable technical or safety regulations,
- ★ any force majeure or natural disasters, such as earthquake, volcanic eruption, floods, lightning strikes or other extreme weather conditions such as tornadoes, hail storms or snowfalls exceeding those normally expected in the locality,
- ★ excessive shock or
- ★ acts of third persons and other events and accidents outside of the normal use of the modules and over which solarnova has no control.

Due to the high quality standards of the glasses used in BIPV modules, glass breakage can be caused by external factors only. Therefore, any additional warranties are excluded.

C. INDEMNIFICATION

Upon presentation of the original invoice, the delivery date and serial number, solarnova will, after binding establishment of a warranty case, make compensation by any of the following options:

- ★ exchange of the defective module with another module of identical or similar performance,
- ★ Repair of the module, delivery of an additional module or take technical measures to restore the warranted minimum output or

- ★ reimbursement of the replacement costs for a similar or identical module, reduced by an annual linear depreciation, taking into account a lifespan of ten (10) years.

The choice of indemnification option is within the discretion of solarnova. Exchange or additional delivery of modules does not result in an extension of the period covered by the warranty. Upon delivery of a replacement, the exchanged module becomes the property of solarnova. If a module is exchanged or replaced, the costs of removal and reinstallation, as well as the costs of shipping, will not be assumed by solarnova. solarnova reserves the right to reject any modules returned without prior written approval by solarnova.

D. EXCLUSION OF LIABILITY

This warranty provides no legal basis for any additional claims against solarnova, including without limitation, any claims for lost profits, lost use, or indirect damages, or any claims for indemnity of damages not involving the product. This does not apply to the extent that there is compulsory liability with regard to personal injury or in cases of intent, gross negligence, and the lack of agreed features and for culpable infringement of important contractual obligations or in accordance with the German Product Liability Act or other legislation.

solarnova's total liability under this warranty shall, according to the amount, be limited to 1,25 times the purchase price which the customer paid to the Guarantor for the module, as verified by the invoice.

All claims must be asserted in writing against the other contracting party within seven (7) days of becoming aware of the guarantee case.

These warranty provisions are exclusively subject to German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and provisions of international private law. The provisions of law of the state in which the consumer maintains his or her usual place of abode and which cannot be departed from by contract, shall remain applicable to consumers who have their usual place of abode outside of the Federal Republic of Germany, despite the foregoing choice of German law, according to Art. 6(2)(2) of EC Regulation No. 593/2008 of June 17, 2008 on the law applicable to contractual obligations (Rome I).

The Warrantor is solarnova Deutschland GmbH, Am Marienhof 6, 22880 Wedel.

E. VALIDITY

This version of the "Special Terms and Conditions on Warranties for solarnova Photovoltaics for Architectural Building Integration (BIPV)" applies to all solarnova BIPV modules sold to customers after February 1, 2014.

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