

Warranty Conditions Scheuten Solar Multisol® PV Modules

Scheuten Solar Technology GmbH, hereinafter referred to as Scheuten, provides the following warranty in respect of its Multisol® solar modules, hereinafter PV modules, to the buyer, further referred to as customer:

1. Ten-year product warranty

- 1.1 Scheuten hereby warrants that under normal conditions of application, installation and use the PV modules supplied by Scheuten will be free from defects in materials and workmanship (hereinafter “defects”) for a period of 10 (ten) years following shipment date ex factory by Scheuten. Defects shall mean defects objectively manifested resulting in improper functioning of the PV module.
- 1.2 On receipt of the PV modules by customer, any obvious and visible defects, along with any other less obvious defects, shall be reported directly in writing by the recipient customer to his Scheuten certified dealer no later than 2 (two) weeks after delivery.
- 1.3 Should the PV modules reveal defects during the period as meant in paragraph 1.1, Scheuten shall decide in concert with the customer and his dealer, to redeliver the PV modules concerned or repair the defects or refund the residual value of the defective PV modules to the customer.

2. Power warranty – 10-year & 25-year minimum

- 2.1 Scheuten hereby warrants the power output of the PV modules for a **period of 10 (ten) years** from shipment date ex factory. During this 10-year period the power output of the PV modules shall not drop below **92%** of the minimum peak power at Standard Test Conditions (STC) as stated on the original data sheet(s).
- 2.2 Scheuten hereby also warrants the power output of the PV modules for a **period of 25 (twenty five) years** from shipment date ex factory. During this period the power output of the PV modules shall not drop below **83%** of the minimum peak power at STC as stated on the original data sheet(s).
- 2.3 If during the period as referred to in paragraphs 2.1 and 2.2 the power output of a PV module drops below the linear interpolated values corresponding with a reduction of 0.63% per year, and such additional falloff is shown, following an investigation by Scheuten, to be due to defects in PV modules, Scheuten shall decide in concert with the customer and his dealer, to redeliver the PV modules concerned or repair the defects or refund the residual value of the defective PV modules, or add extra capacity.
- 2.4 Scheuten cannot warrant a specific energy output of the PV modules as this might be prejudiced by the specific operational conditions, i.e. weather, etc.

3. Exclusion of product and power warranty

- 3.1 The replacement, repair or refund remedy as referred to in articles 1 and 2 shall be the sole and exclusive remedy provided under this warranty and shall not extend beyond the respective warranty period set forth herein.
- 3.2 The remainder of the original warranty period shall apply to the redelivered PV modules.
- 3.3 This warranty shall not cover defects of the PV modules (even though such defects are discovered within the applicable warranty period) caused by:
 - a) use of devices and/or parts other than the PV modules or by mounting methods of such devices and/or parts;
 - b) defective wiring, installation, or handling by customer not in conformance with PV module specifications, installation manuals, operation manuals, or labels attached to the PV module;
 - c) unauthorized maintenance, repairs, operation or modification;
 - d) removal from the original place of installation;
 - e) inappropriate handling during transportation or storage by the customer;
 - f) use on a transport unit including, but not limited to, vehicles, vessels, etc.;
 - g) external accidents such as fire, explosion, and civil disorder;
 - h) natural forces, acts of God or force majeure events and other unforeseen circumstances or causes beyond Scheuten's reasonable control, including but not limited to earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunami, lightning, extreme snow conditions, etc.;
 - i) smoke and/or other pollution, salt damage, acid rain, etc.

Nor shall the warranty apply to any PV module the exterior of which has been damaged or defaced, or whose serial number should for any reason be no longer capable of being used for purposes of identification.

- 3.4 Any and all warranties shall lapse and no longer be enforceable after the applicable warranty period. Any claim on the product or power warranty shall lapse and no longer be enforceable if lodged more than 3 months after the occurrence of the reason(s) leading to such claim.

4. Obtaining Warranty

- 4.1 To have any right under this warranty, customer shall first need to provide documented proof that the PV modules were purchased directly from a legal entity belonging to the Scheuten Solar group or from a Scheuten certified dealer. This warranty is only transferable to a new owner of the location where the PV modules were originally installed, provided that the PV modules remain installed at the location.
- 4.2 When applying for warranty coverage, customer shall provide Scheuten or the Scheuten certified dealer of the PV module model name, a description of the defect and/or failure, and the serial number located inside the PV module or on the label attached to the PV module at the time of manufacture.
- 4.3 Any uninstalled/replaced PV module shall become the property of Scheuten. Scheuten shall have the right to redeliver a suitable PV module for the PV installation.
- 4.4 Scheuten advises first contacting the certified dealer to exercise any warranty claim, for assistance with investigation and diagnosis. If needed, Scheuten can be contacted directly via the website www.scheutensolar.com

5. Liability

- 5.1 The liability of Scheuten in relation to the PV modules or any defects shall be limited to compliance with the warranty obligations as stated in articles 1 and 2. The total maximum liability of Scheuten for all kinds of liability shall in all cases be limited to the actual sales price (exc. VAT) of the PV modules sold to customer. Scheuten cannot be held liable for indirect damages, such as but not limited to damage to other objects than the PV modules, loss of profit and/or revenues, loss of production or other consequential damages.
- 5.2 The restrictions in article 5.1 shall not apply in the event of wilful misconduct and gross negligence by Scheuten (including its legal representatives), it being understood that such liability shall be confined to the typical loss or damage that could have reasonably been foreseen at the date at which the contract was entered into. Further, the restrictions in article 5.1 shall not apply in the case of a breach of any material contractual obligations for which Scheuten is responsible and that jeopardize the achievement of the purpose of the contract, in cases of mandatory liability pursuant to the German Product Liability Act ("Produkthaftungsgesetz"), injury to persons or cases in which and to the extent that Scheuten fraudulently concealed the existence of any defects or guaranteed their absence. This shall not have any effect on the rules governing the onus of proof.

6. Law and Court

- 6.1 These terms and conditions of warranty shall be exclusively governed by, and construed in accordance with the laws of Germany without regard to any conflict of legal provisions.
- 6.2 The Court of Essen, Germany shall be the sole and exclusive venue for any dispute regarding the warranties as meant herein.
- 6.3 Only the English version of these Warranty Conditions Multisol® is valid. Any translation hereof is for convenience purposes only and shall have no effect.

7. Miscellaneous

- 7.1 Should any clause of these Terms and Conditions of warranty for Multisol® be partially or totally invalid, the balance of the Terms and Conditions shall remain unaffected. It is hereby agreed that the ineffective clause shall be replaced by such valid provision as is fair to both parties and that comes as close as possible to the economic purpose of the ineffective provision. This shall apply mutatis mutandis for any unintentional omissions in these Terms and Conditions.