



1. Limited Product Warranty

Stibetherm S.A. warrants the PV Module(s) to be free from the defects and/or failures specified below for a period not exceeding five (5) year from the date of sale to the first consumer purchaser:

- 1) defects and/or failures due to manufacturing;
 - 2) defects and/or failures due to materials;
 - 3) cracking of the front glass surface due to foreign objects inside the glass; or
- Note: This limited warranty shall exclude cracking of the front glass surface due to external shock from flying objects or external stress.
- 4) non-conformity to specifications due to faulty manufacturing and/or inspection processes.

Stibetherm S.A. will, at its sole option, either repair or replace any Photovoltaic Module that Stibetherm S.A. determines to be defective under the terms of this Limited Warranty or refund the purchase price paid by the VAR ('Purchase Price'). The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under this Limited Warranty and shall not extend beyond the five (5) year period set forth herein. This Limited Warranty does not warrant any specific power output, which shall be exclusively covered under Section 2 hereinafter.

2. Limited Peak power warranty

Stibetherm S.A. guarantee module performance of at least 90 % for a period of 10 years and of at least 80 % after 10 years up to a period of 25 years from the date of delivery as specified by the rated output in the applicable data sheet within the applicable output tolerance. The guarantee applies to module output determined under standard test conditions (1,000 W/m² for spectrum 1.5 AM, cell temperature 25°C±0,5°C).

Stibetherm S.A. is obligated to compensate the decrease in value of the module after binding conclusion of the guarantee case by any of the following options:

- [1] replace such loss in power by providing to the VAR ('Purchase Price') additional Solar Panels to make up such loss in power;
- [2] repair or replace the defective Solar Panels; or
- [3] refund a prorated portion of the Purchase Price at an annual depreciation rate of two percent (2)% of the Purchase Price.

The choice of indemnification option is subject to Stibetherm's sole discretion, taking into account the circumstances of the individual case and the legitimate interests of the claimant. New or replacement modules do not constitute a new performance guarantee but assume the already existing guarantee for the original guarantee period and do not extend the guarantee period.



3. Warranty Exclusions- Limitations

The guarantee moreover requires that the performance of the modules has not been reduced or limited, according to our assessment, by measures or events out of our sphere of influence, which are in particular:

1) No claim based on this Limited Warranty may be brought after the applicable warranty period. Any delivery of additional PV Module(s) or the repair or replacement of the PV Module(s) shall not extend the original terms of this Limited Warranty.

2) This Limited Warranty shall not cover defects and/or failures of the PV Module(s) from the following causes even though such defects and/or failures are discovered within the applicable warranty period:

a) defects and/or failures caused by devices and/or parts other than the PV Module(s) or by mounting methods of such devices and/or parts;

b) defects and/or failures caused by defective wiring, installation, or handling;

c) defects and/or failures caused by installations not in conformance with PV Module(s) specifications, installation manuals, operation manuals, or labels attached to the PV Module(s);

d) defects and/or failures caused by unauthorized maintenance, operation or modification;

e) defects and/or failures caused by removal from the original place of instalment;

f) defects and/or failures caused by repairs not in accordance with Stibetherm's instructions;

g) defects and/or failures caused by inappropriate handling during transportation or storage;

h) defects and/or failures caused by use on a mobile unit including, but not limited to, vehicles, vessels, etc.;

i) defects and/or failures caused by external accidents such as fire, explosion, and civil disorder;

j) defects and/or failures caused by natural forces, acts of God or force majeure events and other unforeseen circumstances or causes beyond Stibetherm's reasonable control including, but not limited to, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunamis, lightning, snow damage, etc.; or



k) defects and/or failures caused by smoke and/or other pollution, salt damage, acid rain, etc.

3) This Limited Warranty covers only the transportation cost for reshipment of any repaired or replaced PV Module(s) to the applicable location, and does not cover the transportation cost for return of the PV Module(s) to Stibetherm or Stibetherm's authorized agent and costs associated with installation, removal, or reinstallation of the PV Module(s).

The guarantee does not apply if the type or serial number of the module has been changed, erased, or made illegible, or if it is illegible due to any other reason and a clear identification of the module is therefore not be possible. Furthermore, the guarantee applies only if and when Stibetherm determines by its own assessment procedure, that the reduced performance or malfunction is caused solely by a deficiency of the product. The guarantee does not apply to modules used in offshore systems or to modules which are no longer operated as part of the system into which they were initially integrated after their purchase.

4. Warranty conditions

Guarantee eligibility applies only to the current solar plant operator, at the time a guarantee claim is made (guarantee period, 10 years or 25 years after delivery), in which the operator is the party who purchased the modules exclusively for personal use (and not for resale), or who purchased the building on which the modules were mounted first. Claims by wholesalers, distributors, installers or second-hand owners of the modules are not covered by the guarantee obligations. The guarantee is valid independent of contractual warranty entitlement towards the vendor of the modules as well as any no contractual entitlement. Such claims are neither limited nor justified by Stibetherm, as long as no direct purchase contract exists with Stibetherm. The guarantee is an independent, voluntary and gratuitous service which does not influence the agreements made between the vendor and the purchaser in any way.

When submitting guarantee claims, an immediate notification directly to Stibetherm shall be filed by mailing a registered letter in writing to the address of Stibetherm listed hereunder, or, sending an email letter to the email account of Stibetherm listed hereunder. The original invoice (stating the date of delivery, the module type and the serial number) must be included. In case of claims due to non-attainment of the minimum warranted output, a test certificate of proof, issued by an accredited expert or organization (e.g. Fraunhofer Institut), must be submitted. The date of the test must be indicated by the test certificate. We reserve the right for our own assessment carried out by ourselves or by a third party, verifying the guaranteed output against



the submitted test certificate. In case this assessment concludes that the deviation is acceptable or does not exist, Stibetherm is entitled to claim the reimbursement of the third-party costs.

The test date as indicated by the test certificate regarding the reduced output must lie within 2 months of any warranty claim. Guarantee claims will become statute-barred within a period of six months after perusal of the guarantee case. The period of limitation, however, ends after a period of 10 years or 25 years at the latest (depending on the degree of the reduced output according to the test certificate) after the day of the delivery.