

guarantee certificate for aleo-modules

aleo solar GmbH provides a product guarantee and a power guarantee for its photovoltaic modules. The product guarantee covers defects with the module (A.1.) while the subject of the power guarantee is only the module's loss of output due to ordinary cell aging (degradation) (A.2.). Sections B.-E. describe the conditions which apply to both of these aleo-guarantees.

A. aleo-Guarantees

1. aleo-Product Guarantee

Subject to the conditions of this guarantee certificate, we guarantee that aleo-modules shall be free from defects for a period of 10 years from the date of delivery (ex works or warehouse). Nominal power output is covered solely by the aleo-power guarantee.

2. aleo-Power Guarantee

Subject to the conditions of this guarantee certificate, we guarantee a module power output of at least 90 % for a period of 10 years and of at least 80 % for a period of 25 years from the date of delivery (ex works or warehouse), calculated according to the rated output specified in the applicable data sheet and taking measurement tolerance into consideration. The guarantee applies to module output determined under standard test conditions (STC).

B. Guarantee Conditions

The owner of the module at the time at which a guarantee claim originates shall be entitled to make a guarantee claim. The defective module must still be part of the solar energy system in which it was initially integrated. Guarantee claims must be filed within the applicable guarantee period.

The guarantees are valid in the European Union or in the country in which the aleo solar group first placed the module on the market, with the exception of Australia, North America (U.S.A., Canada) and Central America (including Mexico and the Caribbean); with Australia, North and Central America, only the guarantee conditions for the region in question shall apply.

These guarantees only apply with normal and proper implementation, installation, use and maintenance of the modules and only under normal operating conditions.

In particular, the installation instructions for aleo-modules in the version which is up to date at the time of installation must be observed. Repairs, modifications or any other changes to the module itself may only be made by qualified professionals authorised by aleo solar.

These guarantees are only effective for module use under normal climate conditions. They do not apply in the event of impairments or damage to the modules due to current surges, lightning, water, vermin, fire, breakage, undue shock or similar external influences.

They also do not apply to damage caused by third parties and other events or accidents outside the normal use of the modules and over which we have no influence. Furthermore, the guarantees do not apply if modules are used in offshore systems. A defect does not exist in the case of mere optical changes of the modules that do not fundamentally influence the technical function of the modules. These guarantees are no longer valid if the module label or serial number of the module have been changed, erased, or made illegible, or otherwise become illegible.

C. Indemnification

In the event a binding guarantee claim has been established, we shall provide compensation in the form of any of the following options:

- Replacement of products or
- Repair or
- Provision of additional modules at our own cost or execution of technical measures to re-establish the guaranteed power output; or
- Reimbursement for the loss of yield of the respective module, calculated based on the modules' minimum power output of 90% or 80%.

If the module type is no longer in production at the time of the guarantee claim, we reserve the right to supply another type of solar module (different size, shape, colour and/or output). The choice of the indemnification option is subject to our sole discretion, taking into account the circumstances of the individual case and the legitimate interests of the claimant. Further guarantee claims do not apply.

Warranty claims under the provision of any sales contract will not be restricted through this guarantee certificate. The liability of the producer shall also remain unaffected. Indemnification neither extends the existing guarantee period nor constitutes the commencement of a new period. All replaced modules shall become the property of aleo solar.

D. Assertion of Guarantee Claims

When submitting guarantee claims, the original invoice stating the date of delivery and the product codes must be provided. A dated test report must be submitted as proof that the minimum rated output has not been reached.

A guarantee claim must be filed within 3 months after the point at which knowledge of the claim existed.

This guarantee certificate is governed exclusively by German substantive law. The interpretation of this guarantee certificate shall rest on the text of both the German and English versions.

These guarantees are independent, voluntary and gratuitous services provided by aleo solar which do not affect any representations and warranties existing between the vendor and the purchaser in any way. All questions and claims regarding guarantee claims should be directed to the vendor of the modules. Guarantee claims can also be submitted directly to: aleo solar GmbH, Marius-Eriksen-Strasse 1, 17291 Prenzlau, Germany.

E. Scope of the aleo-Guarantees

This guarantee certificate only applies to modules of the following module type and quality class 0:

| item in order confirmation | module type |
|----------------------------|-------------|
| SxxJppp.0 | SxxJppp |
| SxxJpppT0 | SxxJpppT |
| SxxLppp.0 | SxxLppp |
| SxxLpppT0 | SxxLpppT |

“xx” replaces the model and “ppp” replaces the rated power output of the modules at STC.

This certificate is only valid for modules delivered between May 19, 2014 and the date on which a new guarantee certificate enters into effect.

Prenzlau, May 19, 2014

 

Günter Schulze
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