

Conergy PA / PE / PH / PJ / PM / PX Series Solar Modules

Effective Date: January 1, 2013 (revised June 2013)

§ 1 Warranty provisions

1.1. Conergy, Inc., a New Mexico corporation (“Conergy”), 2460 West 26th Avenue, Suite 280C, Denver, Colorado 80211, grants only to the original end-user (“customer”) this Limited Warranty on the following solar modules in accordance with the terms and conditions herein:

Conergy PA xxxP/M

Conergy PE xxxP/M

Conergy PH xxxP/M

Conergy PM xxxP/M

Conergy PX xxxP/M

Conergy PJ xxxP/M

(xxx = power rating in Wp)

1.2. Subject to the exclusions, limitations and conditions set forth herein, the solar modules will be free from defects in materials and workmanship for a period of ten (10) years from the original date of purchase (date of invoice). All solar modules are delivered by Conergy with at least the nominal output under Standard Test Conditions (“STC”): light spectrum of AM 1.5, an irradiation of 1,000 W/m² and a cell temperature of 25° C) shown on the data sheet or module label and with only positive power tolerance. Materials exposed to different environmental conditions, including components of solar modules, are subject to natural degeneration (aging) and may change their appearance within the operating period, therefore, optical deviations, including but not limited to color changes, corrosion, stains, scratches, etc., occurring after the delivery of the solar modules to the customer, are excluded from this Limited Warranty, as long as the limited output warranty set forth in §1.3 is satisfied.

1.3. Conergy warrants to the customer that the actual output of the solar modules will not decrease in the first operating year by more than 3.0% proceeding from the nominal output stated under STC. Conergy warrants that the further output decrease will not amount to more than 0.71% per year from the second year of operation up until the end of the twenty-fifth year of operation. Consequently, at the end of the twenty-fifth year of operation, the solar module will still produce an output of at least 80.0% assuming the stated nominal output at STC. The performance warranty only includes power degradation resulting from product or manufacturing defects. In respect to the performance warranty, claims which go beyond the scope of the warranty claims stipulated in §1.2 are not covered. The loss of performance must be determined by an internationally acknowledged test body (such as the Fraunhofer ISE in Freiburg, TÜV Rheinland in Cologne, Photovoltaic Testing Laboratory (PTL) in Arizona, USA, and other test laboratories (CBTL)

accredited by the IEC with a standardized output measurement). Output measurements must be carried out in accordance with IEC 60904 and must make allowance for measuring errors in accordance with EN 50380. If the output measurement (making allowance for measurement imprecision) produces a value below the output guaranteed by Conergy in accordance with this §1.3, Conergy will acknowledge the warranty claim and bear the appropriate costs of the output measurement previously agreed between the customer and Conergy. If the warranty claim is unjustified, all costs incurred will be at the expense of the customer.

1.4. In the event that a customer makes a warranty claim under this §1, Conergy will, at its sole option, either carry out a professional repair of the parts in question, or will replace the parts in question with new or reconditioned parts. In the event of a series defect or that appropriate replacement modules are no longer manufactured or available, Conergy shall be entitled to supply another module type (if necessary, with other properties) with which the output guaranteed at the time of the complaint can still be produced. All solar modules that are returned and replaced shall be the property of Conergy. In the case of a warrantable claim, Conergy will reimburse the customer the costs associated with the transport of the defective modules and replacement modules. If the claim is not warranted hereunder, all costs associated with the transport will be at the expense of the customer.

1.5. This Limited Warranty does not cover any costs other than those described in this §1 or §3.5. This Limited Warranty does not include costs that are incurred due to disassembly and reinstallation of the solar modules.

§ 2 Warranty condition

Customer must notify Conergy in writing of any obvious defects in the solar modules within 2 months of receipt of the solar modules or no warranty claims may be made.

§ 3 Warranty exclusions

3.1. This Limited Warranty does not cover any damage to any solar module that has been caused as a result of any of the following:

- | The solar module was not assembled and installed on a suitable mounting structure in accordance with the assembly and installation instructions and applicable technical norms and regulations;
- | The solar module was not installed by qualified personnel with the skill set defined in the installation manual;
- | The solar module was not transported, installed, assembled, tested or operated in accordance with best prudent industry methods and practices;
- | The solar module was not used in accordance with the published technical specifications or the solar



module was used contrary to the intended purpose of use as specified in the installation manual;

- | The solar module was not properly stored before or during the assembly/installation phase;
 - | Interferences with or changes to the solar module or its accessories were made without the express written consent of Conergy;
 - | The solar module was subject to extraordinary environmental conditions (e.g., excess voltage, strong magnetic fields, contact with salt water, pollution, acid rain, mold or similar circumstances);
 - | The solar module was subject to a force majeure (i.e., war, war-like conditions, terrorism, vandalism, earthquake, civil unrest, strikes, epidemics, fire, flooding, lightning strike, hail or other similar circumstances which are beyond Conergy's control).
- 3.2. Conergy is not liable for any delays or failure to provide the warranty performance listed in §1.3, if such delay or failure is caused by force majeure.
- 3.3. This Limited Warranty shall not apply if, apart from the deviations described in §1.2, the defects or discrepancies in the condition of the solar modules are not material and such defects or discrepancies are insignificant with respect to the value or conforming use of the solar modules.
- 3.4. Conergy will not acknowledge any warranty claim on a solar module if serial numbers or labels are missing or were exposed to manipulations, or if the solar module cannot be clearly identified for other reasons.
- 3.5. In the event of dispute, Conergy is willing to accept the verdict of an independent expert or testing institute, determined by mutual agreement. In the case of a warrantable claim, Conergy will reimburse the customer the appropriate costs of the expert opinion previously agreed between the customer and Conergy. If the warranty case is unjustified, all costs incurred will be at the expense of the customer.
- 3.6. Warranty repairs or replacement do not renew or extend the original warranty.
- 3.7. **THE WARRANTIES STATED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES. IF THE CUSTOMER IS A BUSINESS OR ENTITY, ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. IF THE CUSTOMER IS A CONSUMER WHO PURCHASES THE PRODUCT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, IN NO EVENT SHALL ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD IDENTIFIED IN §1. CONERGY AND THE CUSTOMER HEREBY ACKNOWLEDGE THAT, TO**

THE EXTENT REQUIRED BY APPLICABLE LAW, THE DISCLAIMERS CONTAINED IN THIS LIMITED WARRANTY ARE "CONSPICUOUS" FOR THE PURPOSES OF SUCH APPLICABLE LAW. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

- 3.8. The total scope of liability under this Limited Warranty is limited to the purchase price paid by the Customer for the individual solar module.
- 3.9. The foregoing provisions state Conergy's entire liability, and the Customer's exclusive remedy, for any breach of warranty, express or implied. **IN NO EVENT WILL CONERGY BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR OUT OF THE INSTALLATION OR USE OF ANY PRODUCT, OR ANY BREACH OF WARRANTY; WITHOUT LIMITING THE FOREGOING, CONERGY SHALL NOT BE LIABLE FOR PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFIT, LOST REVENUE, HARM TO REPUTATION, LOSS OF DATA, ADVERTISING OR MANUFACTURING COSTS, OVERHEAD COSTS, LOST CUSTOMERS, OPERATIONAL DISRUPTIONS OR DOWN-TIME RESULTING FROM THE INSTALLATION OR USE OF ANY PRODUCT OR ANY BREACH OF WARRANTY.** Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

§ 4 Area of validity / start of warranty

- 4.1. This Limited Warranty applies only to solar modules sold and properly installed in the United States of America, Canada, Mexico, and the Caribbean nations.
- 4.2. The warranty periods hereunder commence on the date of purchase (date of invoice) by the first purchaser of the subject solar modules.

§ 5 Procedure for submitting claims

Subject to §2, if a solar module exhibits defects that are covered under this Limited Warranty, the customer shall contact Conergy Customer Service at 888-396-6611 or at the address or facsimile number noted below.

Please have the following information ready when calling:

- | Your name, address, postcode and a contact phone number;
- | The model and serial number of the solar module (both can be found on the solar module);
- | A receipt with the date and address of the seller;
- | The installation date;
- | Location and address of the installation;



- | A precise description of the defect observed and if applicable additional information that could attribute to analysis of the defect; and
- | The size of the entire system (in kWp).
- | The following documents and information must be made available to Conergy on request:
 - | Photographs of the damaged solar module;
 - | The circuit diagram of the system; and
 - | Any records from the data capture.

The staff of Conergy Customer Service will inform you about any additional steps and will supply you with your own individual claim number. Please provide this number during any subsequent discussion or communications related to the processing of your claim.

If Conergy asks you to send more precisely-determined purchase documents, these must be conveyed by post, fax or e-mail to the following address:

Conergy Customer Service
2460 W. 26th Avenue, Suite 280C
Denver, Colorado 80211
Fax: (720) 305-0079

Please note that Conergy cannot accept the delivery of any Product that it receives without prior notice by telephone.

§ 6 Final Provisions

- 6.1. Warranty claims by the customer under this Limited Warranty are limited to the warranty services described in §1.
- 6.2. This Limited Warranty shall be governed by the internal laws of the state of Colorado, without reference to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Limited Warranty. Any and all disputes arising out of or relating to this Limited Warranty, any breach of warranty, any solar module, or the installation or use of any solar module shall be resolved through binding arbitration conducted in Denver, Colorado, U.S.A.
- 6.3. This Limited Warranty applies regardless of, and in addition to, the legal and contractual warranty rights which the purchaser is entitled to claim from the vendor.
- 6.4. This Limited Warranty constitutes the entire agreement between Conergy and the customer about the subject matter hereof and supersedes and extinguishes all earlier understandings and agreements between any of the parties and all earlier representations by any party in relation to such subject matter. This §6.4 shall not exclude the liability of a party for fraud or fraudulent misrepresentation.
- 6.5. This Limited Warranty sets forth Conergy's total and exclusive warranty obligation with respect to the solar modules. Conergy does not assume, nor does it authorize any person to assume for it, any other

liability in connection with the sales of the solar modules.

- 6.6. This Limited Warranty is transferable upon the sale of the solar modules by customer so long as such solar modules remain installed in their original location during the applicable warranty period. To transfer this Limited Warranty, the transferor shall provide to Conergy written notice of such transfer, including: (a) the transferee's full legal name; (b) the installation address; (c) the date of purchase of the solar modules; and (d) a copy of the relevant purchase order(s)/invoice(s) for the solar modules. Any permitted transfer will not cause the beginning of a new warranty period, nor shall the original terms of or warranty period under this Limited Warranty be extended by any such transfer.

Status: January 2013