

PremiumPlus Warranty Provisions for Registered Solar Modules Conergy PowerPlus xxxP/PCL/M/MC



Note: These warranty provisions apply regardless of, and in addition to, the legal and contractual warranty rights which the purchaser is entitled to claim from the vendor. Please note the registration requirement in § 2 (Warranty conditions) below for this warranty to be valid.

§ 1 Warranty provisions

1. Conergy AG, Anckelmannsplatz 1, D-20537 Hamburg, Germany (hereinafter referred to as "Conergy") demands a very high level of quality in its products, which are manufactured under the strictest quality standards. Conergy therefore guarantees the owners of its solar modules (hereinafter referred to as the "customer") within the framework of this product warranty that the following models of solar modules

**Conergy PowerPlus xxxP
(60-cells module with xxx = 200 – 255*)**

**Conergy PowerPlus xxxPCL
(48-cells module with xxx = 170 – 200*)**

**Conergy PowerPlus xxxM
(60-cells module with xxx = 200 – 265*)**

**Conergy PowerPlus xxxMC
(48-cells module with xxx = 170 – 210*)**

*in 5W steps

(hereinafter referred to as the "solar modules") will be free of product and manufacturing defects in the event of use according to regulations under normal installation, use and operating conditions for the duration of 12 years. Use of the solar modules in accordance with regulations is the generation of electricity by solar radiation in grid-connected photovoltaic systems.

All components belonging to and supplied with the solar module on delivery (glass, cells, films, frame, electric components, connection boxes, plugs and wires) are included in the product warranty.

In addition, the product warranty also includes optical changes beyond natural ageing. This includes in particular extensive surface discoloration of glass, films and solar cells.

As all materials exposed to different environmental conditions, components of solar modules are subject to natural degeneration (ageing) and may change their appearance within the operating period.

If no consensus may be reached whether or not the claimed optical deviation exceeds the natural degeneration, § 3 (5) of these warranty provisions is applicable.

2. All above-mentioned module types are delivered by Conergy with at least the nominal output under STC (**Standard Test Conditions**, defined as follows: 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 (up to 3 %).

Conergy guarantees the customer that the actual output of the solar modules will not decrease in the first operating year by more than 3.5% proceeding from the nominal output stated under STC. Conergy guarantees that the further output decrease will not amount to more than 0.6% per year from the second year of operation up until the end of the twenty-fifth. Consequently, at the end of the twenty-fifth year of operation the solar module will still produce an output of at least 82% assuming the stated nominal output at STC.

3. If a customer lodges a complaint regarding the output produced by the solar modules, it is entitled after consultation with Conergy to commission 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 IECCE 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 according to § 1 (2), Conergy will acknowledge the warranty claim and bear all costs associated with the output measurement up to a maximum amount of €200 per module.
4. In the event of a warranty claim according to § 1 (1) or § 1 (2), Conergy will either carry out a professional repair of the parts in question, or will replace the parts in question with new or reconditioned parts. Conergy will supply replacement modules with the same properties (dimension, frame and film color, plug, cell technology and output class) with which the PV system can be technically restored to the condition before the complaint during the term of the product warranty according to § 1 (1). In the event of a series defect during the duration of the product warranty or that after expiry of the product warranty time according to § 1 (1) appropriate modules are no longer manufactured or available, Conergy is 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 replaced modules become the property of Conergy.

5. In the case of a justified warranty claim Conergy will reimburse the customer the costs during the execution of the work (according to the applicable technical regulations carried out by specialist company) that are proven by invoice and customarily associated with the disassembly, investigation on site, disposal, reinstallation of the solar modules, transport of the defect modules and replacement modules up to a maximum amount of € 130 per PV-system and warranty claim and another of € 20 for each solar module affected by the warranty claim.
6. If the warranty case is unjustified, all costs incurred (disassembly, external examinations and reports, transport, delivered replacement goods, reinstallation, etc.) will be at the expense of the customer.

§ 2 Warranty conditions

The condition for rendering guarantee services by Conergy is registration of the photovoltaic system at www.conergy.com/PremiumPlus. The registration must occur by the owner of the solar modules at the latest 30 days after the time of the commissioning of the PV system. No claims from this warranty can be asserted without registration number and in the event of a delayed registration. In this case the current standard warranty conditions of Conergy for the module types mentioned under § 1 apply.

If the customer is a consumer, he must notify Conergy in writing of any obvious defects in the solar modules within 2 months of receipt of the solar modules, otherwise no warranty claims may be made.

If the customer is a contractor, warranty claims by the customer are subject to the condition that the customer has properly carried out his duty to examine and object to defects in accordance with § 377 German Commercial Code.

§ 3 Warranty exclusions

1. The warranties do not cover any damage to the solar modules that has been caused as a result of:
 - solar modules not being installed professionally and according to the installation manual
 - solar modules being transported, installed or operated in violation of the acknowledged technical rules,
 - solar modules being used contrary to the purpose in accordance with regulations,
 - solar modules not being properly stored before and during installation,

- interventions or modifications being undertaken on the solar modules or their accessories without the express consent of Conergy,
 - other than the related components being used,
 - solar modules being connected with modules of other manufacturers, whose electrical values differ,
 - solar modules being exposed to unusual environmental conditions (salty air, salty water, sandstorms, overvoltage, magnetic fields, etc.),
 - solar modules being exposed to force majeure (e.g. lightning, hail, fire, vandalism and natural disasters).
2. In particular, the warranties do not include indirect losses, such as collateral damage or consequential damage, including personal injury or material damage and loss of profits.
 3. No warranty claim exists if – apart from the deviations described in § 1 (1) – insignificant errors or deviations in the quality of the solar modules exist, which do not significantly affect the value and purpose in accordance with regulations.
 4. Conergy will not acknowledge complaints if serial numbers or labels are missing or were exposed to manipulations, or if the solar modules cannot be clearly identified for other reasons.
 5. In the event of dispute, Conergy is willing to accept the verdict of an independent expert or testing institute, determined by mutual agreement.
 6. Warranty repairs or replacement do not renew or extend the original warranty.
 7. The customer may have specific legal rights outside this warranty, and may also have other rights that vary from jurisdiction to jurisdiction. This warranty does not affect any additional rights the customer has under laws in the jurisdiction governing the sale of goods to the customer.

§ 4 Area of validity / start of warranty

1. The warranty services will be rendered for solar modules which were purchased and used in the following countries: Germany, Italy, France, Spain, Czech Republic, Greece, India, Singapore, Australia, United Kingdom, Portugal, Switzerland, Austria, Liechtenstein, the Netherlands, Denmark, Belgium Luxembourg, Thailand, Slovakia and Israel.
2. The warranty periods listed start on the day of purchase (conclusion of purchase agreement) by the first operator of the solar modules.

§ 5 Transferability of the warranty

This warranty can be transferred to the following owner of the PV-system. The warranty also exists if the complete solar generator has been professionally disassembled, transported and reassembled professionally at the same or another place. This is dependent on the change being reported within 30 days after its disassembly via www.conergy.com/PremiumPlus.

§ 6 Procedure for submitting claims

If the solar modules have one of the defects covered under these warranties, please contact the seller of the solar modules or Conergy AG immediately at the telephone number:

+49 (0)180 – 555 39 55

Please always have the following information ready when calling:

- the registration number of the PV system
- your name, address, postcode and a contact telephone number
- a receipt with the date and address of the seller
- a precise description of the defect observed and if applicable additional information that could attribute to analysis of the defect

The following documents and information must be made available to Conergy on request:

- Photographs of the damaged modules
- The circuit diagram of the system
- Any records from the data capture

Staff of Conergy will inform you how to proceed and issue you with your individual claim number. Please always quote this in all further exchanges of information in connection with the processing of this claim.

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

**Conergy AG
Corporate After Sales
Anckelmannsplatz 1
D-20537 Hamburg**

**Faxhotline +49 (0)180 – 555 39 67
mailto: service@conergy.com**

Please note that solar module returns cannot be accepted by Conergy without advance notification by telephone.

§ 7 Final Provisions

1. Claims by the customer under these warranties are limited to the warranty services described in § 1.
2. Conergy shall not be held liable for delays in or the non-performance of the warranty services described in § 1 insofar as this is due to force majeure, war, war-like situations, unrest, strike, epidemic, fire, flood or other comparable circumstances that are outside Conergy's control.
3. Conergy provides these warranty conditions in several languages for the convenience of customers. In the event of deviations, the German version is legally binding.
4. This warranty is subject to the law of the Federal Republic of Germany, with exclusion of laws of conflict and UN sales law.
5. In case the customer is merchant and has its registered office in Germany, exclusive place of jurisdiction for claims of the customer is Hamburg.
6. This warranty constitutes the entire agreement between Conergy and the customer about the subject matter of this warranty and (in relation to such subject matter) supersedes and extinguishes all earlier understandings and agreements between any of the parties and all earlier representations by any party. This §7(6) shall not exclude the liability of a party for fraud or fraudulent misrepresentation.

Hamburg, Conergy AG
Status: February 2012