

Limited Warranty Statement For PV Panel

GermanSolar (“GS”) warrants its Modules’ performance starting from the date of sale to the first customer installing (for their own use) the Modules (“Customer”) or starting at the latest 3 months after Modules dispatch from the GermanSolar factory, whichever occurs earlier (the “Warranty Start Date”).

Twelve(12)Year Limited Product Warranty

GermanSolar (hereafter is referred to as “GS”) warrants its Photovoltaic Module(s) (PV Modules), including factory-assembled DC connectors and cables, if any, to be free from defects and/or failure specified for a period not exceeding twelve (12) years from the date of sale as shown in the Proof of purchase to the Buyer.

The Product Warranty for PV Modules(s) covers (applicable under normal application, installation, use and service conditions):

- 1) Failure due to defective manufacturing;
- 2) Failure due to oxygenation/distortion of aluminum frame;
- 3) Cracking of the front glass surface due to foreign objects inside the glass;

Note: This warranty shall not apply to cracking of glass caused by external shock from flying objects or by external stress.

- 1) Failure due to defective materials;
- 2) Failure due to defective or malfunction of the junction factory-assembled cables and male/female connector;
- 3) Non-conformity to specifications due to faulty production and/or inspection processes.

If PV Module(s) fails to conform to this warranty, GermanSolar will repair or replace the PV Module(s), at GermanSolar ’s sole option.

The remedies set forth in this clause 1 shall be the sole and exclusive remedies provided under the “Limited Product Warranty”.

This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under Clause 2 hereinafter (“Guaranteed Peak Power Limited Warranty”).

Guaranteed Peak Power Limited Warranty

- ◆ 12 years

GermanSolar warrants the power output for PV Modules for a period of twelve (12) years from the date shown in the commercial invoice to the Buyer. If the PV Module(s) exhibits a power output less than ninety one point two percent (91.2%) of the minimum “Peak Power at STC” as specified in GermanSolar ’s Product Labels, provided that such loss in power is determined by GermanSolar to be

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due to defects in material or workmanship during manufacturing and not due to faulty installation, GS will at its sole option replace such loss in power by either providing additional Module(s) to the Customer to make up for such loss in power, or by repairing or replacing the defective Module(s).

◆ 25 years

GermanSolar warrants the power output for PV Modules for a period of Thirty (25) years from the date shown in the commercial invoice to the Buyer. If the PV Module(s) exhibits a power output less than eighty point six percent (80.6%) of the minimum "Peak Power at STC" as specified in GermanSolar's Product Labels, provided that such loss in power is determined by GermanSolar to be due to defects in material or workmanship during manufacturing and not due to faulty installation, GermanSolar will at its sole option replace such loss in power by either providing additional Module(s) to the Customer to make up for such loss in power, or by repairing or replacing the defective Module(s).

The remedies set forth in this Clause 2 shall be the sole and exclusive remedies provided under the "Guaranteed Peak Power Limited Warranty".

Exclusions and Limitations

1) Warranty claims, in any event, shall be filed in writing to GermanSolar or its authorized distributors within the applicable warranty period and not beyond the last day of the applicable period of time as stated above.

2) The Limited Product Warranty and Limited Peak Power Warranty shall not apply to the modules which have been subject to:

- I Misuse, abuse, neglect, vandalism or accident;
- I Alteration, improper installation or application;
- I Repair or modifications that do not strictly follow the manufacturer's instructions;
- I Non-observance of GermanSolar's maintenance instructions;
- I Power failure, electrical spikes or surges, lightning, flood, fire, accidental breakage or other events outside GermanSolar's control.

3) The Limited Product Warranty and Limited Peak Power Warranty do not cover any costs associated with installation, removal or re-installation of the PV-modules and (except as explicitly set forth in the last paragraph of the Section 5) customs clearance or any other costs for return of the Modules.

4) Warranty claims will not be honored if the type or serial number of GermanSolar Modules have been altered, removed or made illegible without written authorization from GermanSolar.

Limitation of Warranty Scope

GermanSolar shall not be liable for any incidental, indirect, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded. GermanSolar's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase value of the PV Module(s) as paid by the Buyer.

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Obtaining Warranty Performance

This “Limited Warranties for PV Module(s)” are applicable only to Buyer who has purchased the PV Module(s) directly from GermanSolar and its subsidiaries.

- 1) An immediate notification shall be filed directly to GermanSolar. Together with the notification, the Buyer should provide a description of the claim, the corresponding module serial number(s), and Proof of Purchase such as a commercial invoice.
- 2) The return of any PV Module(s) will not be accepted unless prior written authorization has been given by GermanSolar.
- 3) Any replaced Modules shall become the property of GermanSolar. GermanSolar shall have the right to deliver another type of PV Module(s) (different in size, color, shape and/or power) in case production has been discontinued at the time of the claim. The repair or replacement of the PV Module(s) or the delivery with additional PV Module(s) does not cause the beginning of new warranty terms, nor shall the original terms of the “Limited Product Warranties” and the “Guaranteed Peak Power Limited Warranty” be extended.
- 4) This warranty is transferable when product remains installed in the original location.
- 5) Buyer shall notify GermanSolar immediately after discovery of any claim under this Limited Warranty by letter, facsimile or e-mail specifying each alleged claim including evidence of the claims (photos of defective modules and QC stamps) and the serial numbers of the Product(s) at issue.

Disputes

In case of any discrepancy in a warranty-claim, a test-institute such as Fraunhofer ISE in Freiburg/Germany, TÜV Rheinland in Cologne / Germany, or ASU Arizona State University shall be involved for final judgment. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

Please contact us for more information at info@germansolar.com or claims filing to service@germansolar.com