

Warranty certificate for end customers

- Photovoltaics - Modules (valid from April 2008) -

Dear AZUR customer

The AZUR photovoltaic module purchased by you was carefully manufactured and the functionality was checked in a final outgoing test. In the unlikely event a photovoltaic module shows a material or manufacturing defect or performance degradation within the guarantee period, you can, in addition to the legal warranty rights, which you have versus your supplier, claim according to the product guarantee (A) or performance warranty (B) to Azur Solar GmbH. This guarantee applies only for modules carrying the name of the supplier "AZUR" in the label.

A : Product Guarantee

1) Scope of the product guarantee

If a defect related to material and/or manufacturing occurs within a period of 60 months with the module you can claim based on the product guarantee to Azur. The product guarantee is restricted to the following component parts: frame, glass, cells, cable incl. connector, terminal box and back sheet.

The guarantee does not include defects, which are caused by improper handling (e.g. stepping on the modules), product modifications, installation, operational errors or 3rd party influences.

The guarantee period starts from the day you purchased the modules from AZUR directly or from your dealer. The provision of reimbursement within a guarantee claim does not prolong the guarantee period.

2) Guarantee claim

AZUR Solar GmbH fulfils the guarantee obligations for the defect at its own choice with a free of charge repair or a replacement of the defective module. Costs for dismantling /re-installation are not covered by AZUR.

The guarantee excludes further claims on Azur in particular for lost profit, compensation or consequential damage or claims for replacement of products not covered under this guarantee.

B: Performance warranty

The following performance warranty is only related to degradation losses of a module and not to further defects of the module.

1) Scope of the performance warranty

If (a) within a period of ten (10) years from date of sale through AZUR Solar directly or through your dealer the performance of the module falls below 90% of the minimum output value of the module, as specified in the Data Sheet, Or (b) within a period of twenty five (25) years from date of sale through AZUR Solar directly or your dealer the performance of the modules falls below 80% of the minimum output specified in the Data Sheet, AZUR will at its sole discretion, insofar AZUR deems this degradation to be a degradation of the cells, glass or EVA film and after first validating any power loss with standard measurement devices under standard test conditions, determine to repair or replace the module or provide additional modules to cover the loss in power.

The guarantee applies to fixed installations only and excludes mobile installations.

2) Exemptions of warranty

This performance warranty does not include any performance losses which are caused by inappropriate treatment, operational errors or 3rd party influences.

The performance warranty especially does not include performance losses caused

- by faulty system components, mounting system construction including fittings, inverters, cables or bypass diodes
- by installation via untrained and unprofessional personnel
- by coupling AZUR modules with modules of a different specification
- by incorrect system layout, system configuration and mounting
- by incorrect connection and installation work or through faulty handling during such work
- by operation in unsuitable environmental conditions or through unsuitable methods deviating from the specifications, operating manuals or labelling
- by unsuitable maintenance and unsuitable testing, glass breakage caused by outside influences, flying objects or outside forces such as vandalism or theft
- by the effects of soiling on the front glass, defects caused by smoke, salt, chemicals and other types of soiling.
- by usage on mobile units like ships, boats, or other vehicles
- by natural forces (like earthquakes, typhoons, twisters, floods, lightning strike, indirect lightning strike, snow, avalanche, mud slide, insects) or other unforeseeable circumstances

3) Scope of warranty

Costs for de-installation and re-installation, tests conducted by the customer, and other indirect costs are not covered by AZUR.

C: Realisation of claims against product guarantee or performance warranty

In order to claim against this product guarantee or performance warranty you need to provide the receipt, from which the purchase date can be seen, the exact model name and the serial number (label). The claim should be sent in writing to

AZUR Solar GmbH
In den Bögen 11
88299 Leutkirch
Germany

The defect or performance degradation has to be claimed within the respective warranty period. A copy of the receipt should be enclosed with the letter.

AZUR Solar GmbH does not accept any returns of modules without prior written approval.

D: Warranty issuer

AZUR Solar GmbH
In den Bögen 11
88299 Leutkirch
Germany

www.azur-solar.com

E: Choice of Law, place of jurisdiction

1) Choice of Law: - This warranty is governed by German law. International private law is excluded. This does not apply to consumers, as far as this guarantee falls below mandatory national consumer protection regulations. In this case the law which is more beneficial for the consumer will apply.

2) Place of jurisdiction:- Leutkirch im Allgäu (Germany) shall be the exclusive place of jurisdiction for merchants and legal entities of public law.