



Voltaic 210F-B

LIMITED WARRANTY

1. Limited Product Warranty – 12 years

Subject to Clause 1 below, ELIOS warrants its Photovoltaic Solar Modules, including factory-assembled DC connectors and cables, if any (together, the "MODULES"), to be free from defect in materials and workmanship under normal application, installation, use and service conditions, for a period ending twelve years from the date of sale as shown on the invoice to (the "CUSTOMER"). If MODULES fail to conform to this warranty during such 12 years period, ELIOS will, at the customer's option, either repair or replace or compensate for the product. Such repair, replacement, compensation shall be the sole and exclusive remedy provided under this Clause 1 and shall not extend beyond the 12-year period set forth herein. It will be performed directly to the CUSTOMER only. This Clause 1 does not warrant a specific power output, which shall be exclusively covered under Clause 2 below ("Limited Peak Power Warranty").

The following quality problems should be deemed as defective solar panels; EVA or back sheet turn yellow, Hot spots, The penetration of water or moisture into modules, Low insulation resistance, Delamination, Microcracks and cracks, Malfunction of junction box, The oxidation of solar cells or other defective problems, if any.

2. Limited Peak Power Warranty – Limited Remedy

10 years

Subject to Clause 3 below, if, within a period of ten (10) years from the date of sale as shown in the invoice to the CUSTOMER, any MODULE(s) exhibits a power output less than 90.98% of the "Peak Power at STC" as specified at the date of invoice in ELIOS' applicable product information sheet (the "PRODUCT INFORMATION SHEET"), ELIOS will, at customer's option, either provide additional MODULES to the CUSTOMER to make up for such loss in power, or replace, or compensate the defective MODULE(s).

30 years

Subject to Clause 3 below, if, within a period of Thirty (30) years from the date of sale as shown in the invoice to the CUSTOMER, any MODULE(s) exhibits a power output of less than 81.77% of the "Peak Power at STC" as specified at the date of invoice in ELIOS' PRODUCT INFORMATION SHEET, ELIOS will, at customer's option, either provide additional MODULES



to the CUSTOMER to make up for such loss in power, or replace, or compensate the defective MODULE(s).

The remedies set forth in this Clause 2 shall be the sole and exclusive remedies with respect to any deficiency in the power output of MODULES.

Peak Power at STC

Peak Power at STC is the power in Watt peak that a PV module generates in its Maximum Power Point. STC (Standards-Test-Conditions) are as follows: (a) light spectrum of AM 1.5, (b) an irradiation of 1.000 W per m² and (c) a cell temperature of 25 degree centigrade at right angle irradiation. The measurements are carried out in accordance with IEC 61215:2005 as tested at the connectors per calibration and testing standards according to IEC 60904-1.....IEC 60904-10.

3. Exclusions and Limitations

(1) All warranty claims must be filed within the applicable warranty period.

(2) The "Limited Product Warranties" and the "Limited Peak Power Warranties" described in Clauses 1 and 2 above shall not apply to, and ELIOS shall have no obligation of any kind whatsoever with respect to, any MODULES which have been subjected to:

- Misuse, abuse, neglect or accident;
- Alteration, improper installation or application;
- Non-observance of ELIOS' installation and maintenance instructions;
- Repair or modifications by someone other than an approved or appointed service technician of ELIOS, or
- Power failure surges, lightning, flood, fire, accidental breakage or other events outside the control of ELIOS.

(3) After the period of 12 years from the date of sale as shown on the invoice to customer both the "Limited Product Warranties" and the "Limited Peak Power Warranties" set forth in Clauses 1 and 2 above, respectively, shall not cover or include any transportation charges, customs clearance or any other costs for return of the MODULES, or for reshipment of any repaired or replaced MODULES, or costs associated with the installation, removal or reinstallation thereof, all such costs being the sole obligation of the CUSTOMER.

(4) Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed, or made illegible.

4. Limitation of Warranty Scope

The warranties described in these "Limited Warranties for PV Modules" are exclusive and are expressly in lieu of and exclude all other warranties, whether written, oral, express or implied, including but not limited to, warranties of merchantability and of fitness for a particular purpose, use, or application, and all other obligations or liabilities on the part of ELIOS, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by ELIOS. ELIOS shall have no responsibility or liability whatsoever for damage or injury to persons or property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the modules, including, without limitation, any defects in the modules or from use or installation. Under no circumstances shall ELIOS be liable for incidental, consequential or special damages howsoever cause. Loss of use, loss of profits, losses of production, and loss of revenues are therefore specifically and without limitation excluded to the extent legally permissible. ELIOS' aggregate liability, if any, in damages or otherwise, shall not exceed the invoice as paid by the CUSTOMER. Exception from this limitation is only the liability described in clause 1 within the first 12 years from the date of sale as shown on the invoice to customer.

5. Obtaining Warranty Performance

If the CUSTOMER believes that it has a justified claim covered by this "Limited Warranties for PV Modules", the CUSTOMER shall send an immediate notification in writing directly to ELIOS. Together with the notification, the CUSTOMER must enclose the evidence of the claim, such as the description of the defect, documents showing results of the defect with the corresponding serial number of the MODULES and a copy of the invoice for such MODULES. The return of any MODULES will be accepted by ELIOS.

6. Various

The repair or replacement or compensation of the MODULES or the supply of additional MODULES does not constitute the beginning of a new warranty period, nor shall the original term of this "Limited Warranty for PV-Modules" be extended. Any replaced MODULES shall become the sole property of ELIOS and shall be put at ELIOS' disposal immediately after a warranty claim has been recognized by ELIOS. ELIOS has the right to deliver another type of MODULE (different in size, color, shape and/or power) in case ELIOS has discontinued producing the replaced MODULES at the time of the claim. ELIOS' calibration standards shall be in compliance with the standards of IEC 60904-1.... 60904-10.