

LIMITED WARRANTY FOR PV MODULES

(hereinafter called “Modules Warranty”)

GH SOLAR

Clause 1. Limited Product Warranty – 12-year period for repair, replacement or refund remedy.

GH Solar warrants its Photovoltaic Solar Modules (hereinafter called “Modules”), including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application, installation, use and service conditions. The product warranty period will be effective 144 months from the date of delivery to the customer (hereinafter called “Customer”). If the Modules fail to conform with the Modules Warranty, GH Solar will, at its option, either repair or replace the Modules, or refund the purchase price as paid by the Customer.

The Customer will only be entitled to a purchase price reduction, or the cancellation of the purchase (refund remedy), if repair or replacement is unreasonable or impossible, or if neither of these actions can be completed within a reasonable time period. Thus, cancellation of the purchase cannot be effected in the case of smaller defects.

The Limited Product Warranty as set forth in this Clause 1 does not warrant a specific power output, which shall be exclusively covered by Clause 2 (“Limited Peak Power Warranty”).

Clause 2. Limited Peak Power Warranty – Limited Remedy.

2.1. 12-year period from purchase date

If, within a period of 12 years from the date shown in the invoice to the Customer, one or more Modules exhibit a power output less than 90 % of the minimum “Peak Power at STC”¹ as specified at the date of invoice in GH Solar’s product information sheet – provided that such loss in power is determined by GH Solar, at its sole and absolute discretion, to be due to defects in material or workmanship – GH Solar will replace such loss in power by either providing one or more additional Modules to the Customer to make up for such loss in power, or by replacing any defective Modules, being at the option of GH Solar.

2.2. 25-year period from purchase date

If, within a period of 25 years from the date shown in the invoice to the Customer, any Modules exhibit a power output less than 80 % of the minimum “Peak Power at STC”¹ as specified at the date of invoice in GH Solar’s product information sheet – provided that such loss in power is determined by GH Solar, at its sole and absolute discretion, to be due to defects in material or workmanship – GH Solar will replace such loss in power by either providing one or more additional Modules to the Customer to make up for such loss in power, or by replacing any defective Modules, being at the option of GH Solar. The remedies set forth in this Clause 2 shall be the sole and exclusive remedies provided under the Limited Peak Power Warranty.

Clause 3. Exclusions and limitations.

¹ “Peak Power at STC” is the power in Watt peak that a PV module generates in its Maximum Power Point. “STC” are as follows:

- light spectrum of AM 1.5,
- irradiation of 1,000 W per m²,
- cell temperature of 25 degree centigrade at right angle irradiation.

The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of GH Solar valid at the date of manufacturing of the PV modules.

1. Any warranty claims that have not been claimed within the applicable warranty time period pursuant to Clause 5 (“Obtaining Warranty Performance”), will not be considered by GH Solar.
2. The Limited Product Warranty and the Limited Peak Power Warranty as set forth in Clauses 1 and 2 respectively do not apply to any Modules which have been subject to:
 - Misuse, maintenance, or any special uses of which GH Solar had not been informed about by the Customer at the time of the purchase, abuse, neglect or accident;
 - Alteration, improper installation or application;
 - Non-observance of GH Solar’s installation and maintenance instructions;
 - Repair or modifications by someone other than an approved service technician of GH Solar;
 - Power failure surges, lighting, flood, fire, accidental breakage or other events outside GH Solar’s control.
3. Both the Limited Product Warranty and Limited Peak Power Warranty as set forth in Clauses 1 and 2 respectively do not cover any transportation charge, customs clearance, or any other costs for return of the Modules, reshipment of any repaired or replaced Modules, or any costs associated with installation, removal or reinstallation of the PV modules.
4. Warranty claims will not be considered, if the type or serial number of the Modules has been altered, removed or made illegible.
5. The Modules Warranty does apply to all Modules supplied by GH Solar.
6. The warranty periods as set forth in Clauses 1 and 2 count from the date of delivery and purchase date respectively, and can therefore not be extended after repair or replacement of one or more components.
7. No warranty claims will be considered by GH Solar for damage caused by visible manufacturing faults or defects which reasonably could have been detected by the Customer upon delivery.

Clause 4. Limitation of Warranty Scope.

The Modules Warranty as set forth herein are expressly in lieu of, and exclude all other express or implied warranties, including but not limited to warranties of merchantability and fitness for particular purposes, uses, or applications, and all other obligations or liabilities on the part of GH Solar, unless such other obligations or liabilities are expressly agreed on in writing, signed and approved by GH Solar.

GH Solar shall have no responsibility or liability whatsoever for damage or injuries to persons or property, or for any other loss or injury resulting from any cause whatsoever that arises from or is related to the Modules (“consequential damage”), including loss of profit or product liability. This limitation applies to any defects in the Modules, or from use or installation thereof.

Under no circumstances shall GH Solar have liability for incidental or special damage, howsoever caused. Loss of use, loss of profit, loss of turnover or revenue are specifically and without limitation excluded.

GH Solar’s aggregate liability, if any, in damage or otherwise, shall not exceed the invoice value as paid by the Customer for a single Module.

Clause 5. Obtaining Warranty Performance.

If the Customer believes to have a justified claim covered by the Modules Warranty as set forth herein, the Customer shall within 30 days from delivery date of the Modules notify GH Solar directly and in writing by forwarding a registered letter to the address of GH Solar listed below, or by forwarding an email letter to the email account of GH Solar listed below.

Together with the notification, the Customer must enclose the evidence of the claim with the corresponding serial number of the Modules and a copy of the invoice on which the Modules have been purchased.

The 30-day period as referred to in this Clause 5 provides sufficient time in order to be effective regardless of the expertise of the Customer in question.

Returning any PV modules will not be accepted unless prior written authorization has been given by GH Solar.

Clause 6. Partial invalidity.

Should any part or clause of the Modules Warranty as set forth herein, or the application thereof to any person or circumstance, be held invalid, void or unenforceable, this shall not affect any other parts, provisions, clauses or applications of the Modules Warranty.

Clause 7. Territorial scope.

The Modules Warranty as set forth herein is applicable worldwide.

Clause 8. Disputes.

1. In the case of a dispute, the parties shall first attempt to reach an amicable settlement.
2. If no conciliation is reached between the parties, the dispute regarding a warranty claim will be referred to the International Laboratorium of Fraunhofer ISE in Freiburg, Germany, or TÜV Rheinland in Cologne, Germany, for a final judgement of the claim. The decision by the International Laboratorium of Fraunhofer ISE in Freiburg is binding and final and cannot be appealed. All fees and expenses shall be borne by the losing party, unless otherwise agreed.

Clause 9. Miscellaneous.

1. Any replaced Modules shall, as set forth in the Modules Warranty, be made available to GH Solar that becomes owner of these Modules.
2. GH Solar has the right to deliver another type (different in size, color, shape and/or power) in case GH Solar has stopped producing the Modules to be replaced at the time of the claim.

Clause 10. Warranty transfer.

This warranty is non-transferable to subsequent owners / users and remains valid only when the product remains installed on the original location of the warranty registration.

Clause 11. Force Majeure.

GH Solar shall not be responsible or liable in any way to the Customer or any third party as a result of any non-performance or delay in performance of any time periods, and due to acts of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance being beyond reasonable control. In such situations, performance of products as set forth in the Modules Warranty by GH Solar shall be suspended and delayed without liability for a period reasonably attributable to such causes.

Clause 12. Name and address guarantees.

The warranty is granted by GH SOLAR BVBA, with registered offices at Interleuvenlaan 15D, Green Hill Campus, 3001 Heverlee (Belgium).

Clause 13. Date of validity.

The current warranty terms apply to all modules sold after 01.03.2012.