



PREMIUM GUARANTEE

Product and Performance Guarantee from Germany Photovoltaic Modules of the PHOTON SOLAR PH-Series*

Warranty terms:

Polycrystalline PH-series

10 Years - product guarantee (top grade material & production workmanship)
12 Years - 90% minimum performance guarantee
25 Years - 80% minimum performance guarantee

Monocrystalline PH-series

10 Years - product guarantee (top grade material & production workmanship)
12 Years - 92% minimum performance guarantee
30 Years - 80% minimum performance guarantee

PHOTON SOLAR Photovoltaik Handel GmbH, Germany (PHOTON SOLAR) is Manufacturer and hereby guarantees its Photovoltaic Solar Modules (MODULES)'s performance starting from the date of handover (delivery) to the original customer (=WARRANTY START DATE).

This warranty is valid only for PV Panels under the brand of PHOTON SOLAR of the following types:

PHOTON SOLAR **PH-xxxP-60 EU** (e.g. 250W Polycrystalline)
PHOTON SOLAR **PH-xxxM-60 EU** (e.g. 270W Monocrystalline)
PHOTON SOLAR **PH-xxxP-60 EU Black Line** (e.g. 265W Monocrystalline Black Design)
PHOTON SOLAR **PH-xxxP-60 (HDS)** (e.g. 250W Polycrystalline)
PHOTON SOLAR **PH-xxxP-60 (THS)** (e.g. 250W Polycrystalline)
PHOTON SOLAR **PH-xxxP-60 (PTN)** (e.g. 250W Polycrystalline Premium TN-Series)

Warranty is valid only in connection to the original invoice of PHOTON SOLAR – Germany or of the authorized sales partner of PHOTON SOLAR. Further warranty condition: PV Panel must have original, individual serial number and registered EUROPEAN ARTICLE NUMBER (EAN Code) under the license of the manufacturer PHOTON SOLAR – Germany.

PHOTON SOLAR PH-Series PV Panels are originally registered with

EUROPEAN ARTICLE NUMBER (EAN Code)



PHOTON SOLAR Photovoltaik Handel GmbH – GERMANY

Trade Register: HRB 62896 Court Düsseldorf

Email: info@photon-solar.de Internet: www.photon-solar.de

1. TEN YEAR PRODUCT WARRANTY (Material & Workmanship)

PHOTON SOLAR warrants its photovoltaic modules (MODULES) been provided to the CUSTOMER will be free from defects in materials and workmanship which would impact the functionality of the MODULES under normal application, installation, use and service conditions as specified in PHOTON SOLAR standard product documentation. The MODULES must be installed according to the latest installation Manual by PHOTON SOLAR; otherwise this warranty will be void.

If MODULES fail to conform to this warranty, for a period ending ten (10) years from the WARRANTY START DATE, PHOTON SOLAR will, at its option, either repair or replace the product, or refund the percentage of the cost of MODULES (the purchase price minus a 0.8% annual depreciation).

The repair, replacement and refund remedy shall be the sole and exclusive remedy provide under the Ten Year Product Warranty and shall not extend beyond the (10) years period set forth herein. This Ten Year Product Warranty does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (“Modules Performance Warranty”).

2. MODULES PERFORMANCE WARRANTY (12 Years 90%, 25 Years 80%)

In each case beginning within twelve (12) years from the WARRANTY START DATE, any MODULES exhibits a power output less than ninety percent (90%) of the Minimum Specified Power Rating, and further to a twenty-five (25)* years guarantee that the module power output will be at least eighty percent (80%) of the Minimum Specified Power Rating set on product specification sheet. The relevant Minimum Power Rating is defined in PHOTON SOLAR Product Data Sheet at the time of order confirmation (invoice). *) Monocrystalline PV Panels do have 30 years performance warranty on 80% minimum power.

The “Minimum Specified Power Rating” must be measured in accordance with IEC61215 Standard Test Conditions 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.

If the MODULES power output does not achieve the 90% or 80% minimum power output thresholds during the guarantee period, then PHOTON SOLAR will replace such loss in power by either providing CUSTOMER additional MODULES to make up such loss in power, or by repairing or replacing the defective MODULES, at the option of PHOTON SOLAR.

3. Exclusions and Limitations

Warranty claims must in any event be filed within the applicable Warranty period. The Limited Product Warranty and the Limited Peak Power Warranty do not apply to any MODULES which in PHOTON SOLAR absolute judgment have been subjected to:

- Misuse, abuse, neglect or accident;
- Alternation, improve installation or application;
- Non-observance of PHOTON SOLAR Installation and Maintenance Instructions;
- Repair or modifications by someone other than an approved service technician or authorized partner of PHOTON SOLAR;
- Power failure surges, lightning, flood, fire, accidental breakage or other events outside PHOTON SOLAR control.

The Limited Product Warranty and the Limited Peak Power Warranty do not cover any transportation charge, customs or any other costs for return of MODULES or reshipment of any repaired MODULES, or cost associated with installation, removal or reinstallation of MODULES. Beyond, Warranty claims will not be honored if the type or serial number of MODULES have been altered, removed or made illegible.

In case of warranty and agreed replacement, PHOTON SOLAR will provide the replacement Panel (s) to the customer to the same warehouse which was agreed in the purchase invoice (e. g. Warehouse Germany: Hamburg or Furth, warehouse Turkey: Istanbul or Izmir, warehouse UAE: Dubai, warehouse Morocco: Casablanca, etc.). By returning the defect panels, client can pick up the new panels from warehouse in return. The return of any PV-modules will not be accepted unless prior written authorization has been given by PHOTON SOLAR.

4. Limited of Warranty Scope

The Limited Warranties for Photovoltaic Modules set forth herein are expressly in lieu of all other express or implied warranties and exclude their validity. The exclusion includes but not limits to warranties of merchantability and fitness for particular purpose, usage, or application, or all other obligations or liabilities on the part of PHOTON SOLAR, unless such other warranties, obligations or liabilities are expressly agreed to in writing, signed and approved by PHOTON SOLAR in that specific deal (such other warranties, obligations or liabilities which are expressly agreed to by PHOTON SOLAR in that specific deal shall be valid only in that specific deal).

Whatsoever, PHOTON SOLAR's liability, if any, in damages or otherwise, shall not exceed the invoice as paid by the CUSTOMER.

5. Various

The repair or replacement of MODULES or the supply of additional MODULES, does not cause the beginning of new warranty terms, nor shall the original terms of these limited warranties be extended. Any replaced MODULES shall become the property of PHOTON SOLAR. In case PHOTON SOLAR discontinued producing the specific type of MODULE in question at the time of the claim, PHOTON SOLAR has the right to deliver another nearly similar type (therefore maybe different in size, design, at least same / or more power).

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Force Majeure: PHOTON SOLAR shall not be responsible or liable in any way to the CUSTOMER or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Warranty for PV Modules", due to flash of lightning, war, riots, strikes, unavailability of suitable and sufficient labour, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the MODULES or the claim.

Obtaining Warranty Performance: If the CUSTOMER feels a justified claim covered by this "Limited Warranties for PV Modules", an immediate notification directly to PHOTON SOLAR (PHOTON SOLAR Photovoltaik Handel GmbH, Mettmanner Str. 25, 40699 Erkrath, Germany) shall be filed. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the invoice on which the MODULES have been purchased. The return or replacement of any PV-modules will not be accepted unless prior written authorization has been given by PHOTON SOLAR.

Validity: This "Limited Power Warranty for PV Modules" is valid for all MODULES dispatched between 8th Nov. , 2013 and 31st December 2014.

Severability: If a part, provision or clause of this "Limited Warranty for PV Modules", or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this "Limited Warranty for PV Modules", and to this end such other parts, provisions, clauses or applications of this "Limited Warranty for PV Modules" shall be treated as severable.

FLASH Test: In case of any appearing Flash Test costs, the maximum costs for PHOTON SOLAR are restricted to max. 3 times test each max. €100. Flash Test will be accepted only by recognised PV Laboratory institute such as CETECOM, FRAUNHOFER INSTITUTE or TÜV (with calibrated flash machines). PHOTON SOLAR will not refund any Flash Test costs without prior claim notice by client giving PHOTON SOLAR the chance to regulate the claim before based on service and without prior written acceptance by PHOTON SOLAR. Flash Test tolerance +/-5%: PV Module tolerance: +/-3%. Due to the maximum tolerance range mentioned above, the flash test result can differ negatively in accordance from nominal power output of the panel.

Disputes: In case of any discrepancy in a warranty-claim, a first-class international recognised test-institute such as CETECOM, FRAUNHOFER or TÜV shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party, unless otherwise awarded. Place of Jurisdiction shall be Erkrath, Germany. This Premium Guarantee shall be subject to German law.

Date: September 01st 2014

PHOTON SOLAR

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