

# **WARRANTY** from 2016

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JONSOL GmbH warrants for all STANDARD PV MODULES produced by JONSOL GmbH as below:

## **1. Limited Product Quality Warranty –**

### ***Fifteen (15) Year Repair, Replacement or Refund Remedy***

JONSOL GmbH warrants that for fifteen (15) years from the date of delivery, its Photovoltaic modules ("PV modules") shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. If the PV modules fail to conform to this warranty, then for a period ending fifteen (15) years from date of delivery to the original end customer ("the Customer"), JONSOL GmbH will, at its option, either repair or replace the product, or refund the purchase price as paid by the Customer ("Purchase Price"). The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the fifteen (15) years period set forth herein. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (Limited Power Warranty).

## **2. Limited Power Performance Warranty**

JONSOL GmbH guarantees that the degradation of peak power<sup>1</sup> of the modules will not exceed the following criteria:

- 3% of the nominal power as documented in JONSOL's datasheet for a one-year period commencing from the warranty start date.
- Linear change from 3% to 5% (0,5% per year average) from year 2 to 5.
- Linear change from 5% to 10% (0,714% per year average) from year 6 to 12.
- Linear change from 10% to 20% (0,76% per year average) from year 13 to 25.

JONSOL GmbH warrants: If from date of delivery to the Customer any PV module(s) exhibits a

power output less than Minimum Peak Power<sup>1</sup> as specified above, provided that such loss in power is determined by JONSOL GmbH (in its reasonable discretion) to be due to defects in material or workmanship, JONSOL GmbH will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules, at the option of JONSOL GmbH.

<sup>1</sup> "Peak Power" is the power in peak watts that a PV module generates at STC (Standard Test conditions: Irradiance of 1000 W/m<sup>2</sup>, light spectrum AM 1.5g and a cell temperature of 25° C)

### **3. Exclusions and limitations**

- a) Warranty claims must in any event be filed within the applicable Warranty period.
- b) The Limited Warranties do not apply to any PV modules which in JONSOL GmbH reasonable discretion have been subjected to: misuse, abuse, neglect or accident; alteration, improper installation or application; nonobservance of JONSOL GmbH installation, users and/or maintenance instructions; power failure surges, lightening, flood, fire, hail storms, accidental breakage or other events outside JONSOL GmbH control.
- c) The Limited Warranties do not cover any transportation costs for return of the PV modules, or for reshipment of any repaired or replaced PV modules, or cost associated with installation, removal or reinstallation of the PV modules.
- d) Warranty claims will not apply if the type or serial number of the PV modules is altered, removed or made illegible.

### **4. Limitation of Warranty Scope**

Subject to the limitations under applicable law, the limited warranties 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 of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of JONSOL GmbH, unless such

other warranties, obligations or liabilities are expressly agreed to in writing signed and approved by JONSOL GmbH. JONSOL GmbH 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 product, including, without limitation, any defects in the module, or from use or installation. Under no circumstances shall JONSOL GmbH be liable for incidental, 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. JONSOL GmbH aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price paid to JONSOL GmbH by the customer, for the unit of product.

#### ***5. Obtaining Warranty Performance***

If Customer has a justified claim covered by this Limited Warranty, Customer should immediately send such notification to JONSOL GmbH, directly. In addition, Customer should enclose evidence of the date of delivery of the PV module. The return of any PV modules will not be accepted unless prior written authorization has been given by JONSOL GmbH. All claims, questions or concerns under this Limited Warranty must be send to JONSOL GmbH