



Warranty conditions of asola Solarpower GmbH, Erfurt/Germany for crystalline solar modules.

1 General information

- The following stipulations apply to all products of asola Solarpower GmbH (hereinafter referred to as asola):
- 1.1 asola may at its sole discretion use new, reused or generally overhauled products to repair or replace their product under this warranty. Replaced parts or products become the property of asola.
 - 1.2 asola is not responsible for costs of any kind accruing for work on location, or for costs arising in connection with installation, removal, reinstallation or transport of its product or its components during availment of the quoted warranties. These costs are borne by the purchaser.
 - 1.3 Regardless of contrary provisions in this warranty certificate, the warranties offered here are valid as long as the products are either in the possession of the primary purchaser, who has purchased the products for his own use and not for purposes of resale, or they are in the possession of purchasers of buildings on which the product was originally installed.

2 Warranty

asola offers purchasers of the products listed below the following limited warranties, subject to the exclusions in Section 1 and Section 4 of this document. The warranty period begins on the date of purchase by the first end user, who has not acquired the product for the purpose of resale.

Your asola product	Material & workmanship	Performance
asola XXYW/72-156xyyy asola XXYW/60-156xyyy asola XXYW/48-156xyyy asola XXYW/40-156xyyy	 10 years' limited warranty on material and workmanship	 25 years' limited warranty on 80% of the output of the type plate 12 years' limited warranty on 90% of the output of the type plate

3 Warranty description

- 3.1 **10 years' limited warranty on material and workmanship**
 asola warrants for the products specified in the above table for the duration of 10 years that asola products are free of material and workmanship defects. Should your product become unserviceable during the period of warranty as a result of material or workmanship defects, asola will at its sole discretion repair your product, replace it with a product of equal value, or refund you the purchase price.
 This "limited warranty on material and workmanship" does not guarantee a specific performance level. A performance warranty is given on the basis of the limited warranties here described on a percentage of the performance as per the specification.
- 3.2 **12 years' limited warranty on 90% / 25 years' limited warranty on 80% of the output according to type plate**
 If asola determines under standard test conditions that your product is not generating the guaranteed percentage of the minimum performance set in the specification during the term of the warranty, asola will at its sole discretion repair the product, replace it, or provide it with additional components to bring the overall performance at least up to the guaranteed percentage of the given minimum performance.

4 Exceptions and limits to the warranties

- Applicable for all asola product warranties is:
- 4.1 The warranties offered here do not cover any damages, malfunctions and breakdowns with one or several of the following causes:
 - * non-compliance with asola instructions with regard to installation, operation or maintenance;
 - * repairs to or modifications of the product by persons other than an asola-approved service technician, or mounting of non-asola components on asola products;
 - * misuse, incorrect use or negligent acts; and
 - * damages through electrical surge, lightning, fire, water, vermin, breakage, actions of third parties and other events or accidents lying outside asola's control and not occurring under normal operational conditions.
 - 4.2 asola does not grant any warranties either explicitly or implicitly apart from those listed here and in particular excludes any warranty claims on marketability or suitability for a particular purpose.
 - 4.3 All statutory warranties not explicitly excluded here, including marketability and suitability for a particular purpose, are limited in their duration to the term of this warranty.
 - 4.4 asola assumes no liability for particular claims for damages, associated costs, consequential damages or penalties in connection with the use, loss of usability or failure of your product in relation to the guaranteed performance, including – but not limited to – compensation for operating failure, costs for substitution power, loss of profit or warranty, whether explicit or statutory, or for workmanship or construction defects is limited to the purchase price of the product. Warranty rights of the purchaser comprise in their extent exclusively the warranties provided here.

The above warranty conditions supersede any previously given warranty provisions. asola is not liable for additional, consequential or other damages however caused. German law applies.