

Conditions of Warranty for ITS Solar Modules

The following warranty conditions shall only apply to ITS Solar Modules delivered from July 1st, 2009 and installed in the EU, US, Switzerland, Turkey or Norway.

1. Limited warranty for materials and workmanship

ITS München GmbH guarantees that solar modules produced by ITS München GmbH are free from any defects in material and workmanship. Should a defect be detected within a period of two years from the date of purchase, ITS München GmbH shall at its own discretion either repair or replace the solar modules or reimburse the customer the amount of the purchase price. The liability of ITS München GmbH is limited to the purchase price. This warranty does not grant any further rights, in particular with respect to any claims of compensation.

2. Output warranty

ITS München GmbH guarantees the initial purchaser the output of the produced solar modules after expiry of the statutory limitation period for contractual warranty claims as follows:

- 2.1 ITS München GmbH guarantees that the delivered solar power modules will produce at least 90 % of the minimum output set forth in the data sheet for a period of ten (10) years, beginning with delivery by ITS München GmbH to the initial purchaser.
- 2.2 ITS München GmbH further guarantees that the delivered solar power modules will produce at least 80 % of the minimum output set forth in the data sheet for a period of twenty-five (25) years, beginning with delivery by ITS München GmbH to the initial purchaser.
- 2.3 This output guarantee is based on the minimum output of the solar modules measured under standard test conditions of 1000 Watt/m² and a spectrum of minimum output of 1.5 AM with a cell temperature of 25°C and taking into account a 5 % accuracy of measurement.

3. Performance under the warranty

If the solar modules delivered by ITS München GmbH fail to produce the above guaranteed minimum output within the guarantee period as set forth in clauses 2.1 and 2.2, ITS München GmbH shall at its discretion and alternatively :

- 3.1 perform by providing additional solar modules as compensation for the shortfall in the output,
OR
- 3.2 perform by providing solar modules in exchange for the modules originally supplied

If the type of module originally delivered is no longer produced in series and in case clause 2.1 or 2.2 is applied, any modules that are delivered for the purpose of replacement or as additional modules will be from the series of the latest standard type.

The guarantee does not include the costs for dismantling solar modules, the transport costs for sending solar modules back and the costs for delivery or installation of repaired or replaced solar modules.

Exchanged components or solar modules shall be passed back to ITS München GmbH and become property of ITS München GmbH. The return is subject to prior written consent given by ITS München GmbH.

Any delivery of additional or replacement modules does not cause any extension or restart of any guarantee period regarding the modules concerned.

4. Exclusions

Performance under warranty may not be claimed if

- a) the installation and/or operation of the solar modules was improper,
- b) the end customer and/or installer did not notice or observe the instructions for installation and operation of ITS München GmbH modules or
- c) the modules have been replaced, repaired or modified by persons not authorised by ITS München GmbH or
- d) the modules are damaged or destroyed by inappropriate storage, handling or transport or by violence, misuse, neglect or alteration of the purchaser or any third person or by external factors and/or animals or
- e) the loss of output has been caused by force majeure in particular but without limitation due to excess voltage, lightning strike, flooding, fire, explosion, stone fall, earthquakes, hurricanes, volcanic eruptions, hail or snow or other circumstances beyond the influence of ITS München GmbH or
- f) the serial numbers and/or type plates of the solar modules are missing or have been manipulated or
- g) indirect damages are caused such as bodily injury or property, loss of profit, business interruption etc. or
- h) the purchaser fails to fulfil the duty to examine and report defects according to Art 377 HGB (German Commercial Code) or
- i) the materials of the modules are exposed to conditions which can cause accelerated aging effects, in particular:
 - i. Operation under environmental conditions that deviate from the product specifications, operating instructions or details as set forth on the type plates
 - ii. Extreme external influences, such as smoke and other sources of soiling
 - iii. Usage on mobile units (e.g. vehicles)

5. Enforcement of warranty claims

The warranties can only be claimed by presenting the original invoice or packing slip with indication of the purchase date. Claims must be asserted within 14 days from the date that the claim is identified.

6. Contact person

The contact for all questions regarding warranty and technical defects is:

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Dachauer Str. 37
D- 80335 München
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7. Applicable law

These special Conditions of Warranty are exclusively subject to German Law. The rules of international private law (conflicts of law) are excluded expressly.

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