

## SOLET PHOTOVOLTAICS MODULE LIMITED WARRANTY

### 1. DEFINITIONS

**Manufacturer** - MG AB „Precizika“, a company organized and existing under the laws of the Republic of Lithuania, with its head office located at 139<sup>th</sup> Žirmūnų str., Vilnius, LT-09120, Lithuania, company code 122663561, telephone: +370 5 2363680, fax: +370 5 2363690, e-mail: office@precizika.lt;

**Sales representative** – Distributor appointed by Manufacturer and/or the Seller having the right to sell the Product and appointed by Distributor;

**Product** – „Solet“ photovoltaic (PV) module (-s) or their components, built by the Manufacturer and sold through Sales representatives;

**Customer** – natural or legal person who have purchased the Products directly from Manufacturer or from the Sales representative of Manufacturer.

### 2. GENERAL

Warranties by this document are granted only to the final Customer. Warranties do not apply to Sales representatives, and installation companies or second-hand purchasers of the Product. Warranties can be applied to Sales representatives in the case they acts as the final Consumer that puts the Product into use.

The warranties are valid within the European Union.

### 3. 12 YEARS PRODUCT WARRANTY

Manufacturer warrants to the Customer that the Product shall be free from defects in materials and workmanship under normal application, use and service conditions during the period beginning on the earlier of the date the Product was purchased by the Customer, but not later than 12 months after the date of manufacture (the “Warranty Start Date”) and ending twelve (12) years after such Warranty Start Date. If Product fails to conform to this Limited Product Warranty during this twelve-year period under normal application, installation, use and service conditions, Manufacturer will, at its reasonable option, either (a) repair or replace the defective Product to the Customer for replacement Product or parts, or (b) provide the Customer with a refund equal to the current market price of a comparable Product at the time of the Customer’s claim. This “12 Years Limited Warranty for Product” does not warrant a specific power output, which shall be exclusively covered under Section 4 hereinafter (“25 years Linear performance warranty”).

#### 4. 25 YEARS LINEAR PERFORMANCE WARRANTY

Manufacturer warrants that for a period of one (1) year from Warranty Start Date the actual power output of the Product will be no less than 97% of the labeled power output. From the second year, the warranty for power output will decline annually by 0.7% in each of the remaining 24 years, so that during 25th year, an actual output of at least 80% of the nameplate power output specified on the Product will be achieved. The power output values shall be those measured under standard test conditions as follows: (a) light spectrum of AM 1.5; (b) an irradiation of 1000 W per  $m^2$  and; (c) a cell temperature of 25 degrees centigrade at right angle irradiation. If Product does not meet the warranted power output levels set out above when measured by Manufacturer or by an independent measuring institute under standard test conditions (IEC 61215) taking into account a  $\pm 3\%$  measurement tolerance range, Manufacturer will, at its sole and absolute discretion, either (i) repair the Product; (ii) supplement such deficiency in power by either: (a) providing additional Product to the Customer, or (b) replacing Product; or (iii) refund the difference between guaranteed minimal power output and actual power output (measured under Standard Test Conditions) multiplied by the current market price of Product or a comparable model at the time of the Customer's claim.

#### 5. EXCLUSION OF THE PRODUCT AND PERFORMANCE WARRANTY

Irrespective of contributory root causes, this warranty does not cover the following cases:

- incorrect usage, modifications of the Product or incorrect handling (cf. information set out in the relevant added Product information installation instructions);
- errors relating installation, use, e. g. through breach of installation and operating manual, incorrect static, etc.;
- incorrect system configuration, e. g. installation of mutually incompatible Products as well as inadequate system design, particularly incompatible inverter;
- incorrect or inadequate servicing or maintenance work (cf. information set out in the relevant added Product information);
- damages caused by environmental sources, such as pollution of any kind as well as fire, explosion, smoke or charring;
- cracking of the front glass surface due to external shock from flying objects or external stress.
- damages caused by acts of nature, especially lightning, hail, frost, snow, storms etc. or damages caused by acts of violence, vandalism etc.;
- damages to the photovoltaic system in which Product is installed, or caused by factors such as voltage fluctuations, power peaks, excess voltage, power failure etc.;
- scratches, marks, mechanical wear, rust, mould, degradation, discoloration and other changes which occur after the delivery of Product but which do not result in any adverse effect on the mechanical stability of the product or a reduction of performance which exceeds the levels set out in the performance warranty.
- The serial number or Product label has been removed, changed, deleted or made unrecognizable or if it is no longer clearly distinguishable for other reasons beyond Manufacturer's control and therefore it is not possible to conclusively identify the Product.

- This warranty does not apply for Product which is used on mobile carriers such as motor vehicles or ships. The same applies to the usage of Product in high snow loads where the conditions of use exceed the specifications set out in the relevant Product information.

## 6. ASSERTION OF CLAIMS

The assertion of claims under this Limited Warranty presupposes that the Customer has (i) informed Sales representative of the Product in writing of the alleged claim, or that; (ii) this written notification has been sent directly to address listed in Clause 1 in the event that Sales representative no longer exists (e.g. due to discontinuance of business or bankruptcy).

The law of the Republic of Lithuania is applied of this Warranty.

## 7. PERFORMANCE OF THE WARRANTY SERVICES

In all cases Manufacturer shall have the choice as to how warranty claims are settled. Manufacturer may use the services of a customer service unit or a service partner for this purpose.

Manufacturer shall only accept liability under the performance warranty if the performance parameters measured in the STCs (Standard Test Conditions) are not achieved.

The Product sent to Manufacturer in the course of the RMA process shall remain the property of the Customer until any inspection has been completed. If during the warranty a replacement takes place, the ownership of the Product passes to Manufacturer.

If Manufacturer supplies replacement or additional Product on the basis of these warranty terms and conditions the replacement or additional Product may be of a similar or equivalent type from the Product range available at the time of the claim as long as they are suitable for the intended purpose and if the original Product type is no longer available. In the event of glass breakage a static calculation to verify the substructure is an additional prerequisite for exercising a claim under the warranty.

For newly supplied or repaired Product, only the remaining time of the original warranty period shall apply.

## 8. SEVERABILITY

If a part, provision or section of this Limited Warranty, or its application to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect this Limited Warranty and all other parts, provisions, clauses or applications shall remain, and, to this end, such other parts, provisions, clauses or applications of the Limited Warranty shall be treated as severable.

## 9. VALIDITY

These Warranty terms are valid from January 1<sup>st</sup>, 2015 and shall apply to all PV Module(s) sold to a Customer on or after this date.