

# guarantee certificate for aleo modules

aleo solar GmbH provides a product guarantee (the “Product Guarantee”) and a power guarantee (the “Power Guarantee”) for its photovoltaic modules. The Product Guarantee covers defects of the module (A.1.) while the subject of the Power Guarantee is only the module’s loss (A.2.). Sections B.-E. describe the conditions which apply to both of these aleo-guarantees.

## A. aleo-Guarantees

### 1. aleo-Product Guarantee

Subject to the conditions of this guarantee certificate, we guarantee that aleo-modules shall be free from material and manufacturing faults for a period of 12 years from the purchase date. Power output is covered solely by the aleo-Power guarantee.

### 2. aleo-Power Guarantee

Subject to the conditions of this guarantee certificate, we guarantee that:

- during the first two years from the purchase date, the power output will be at least 98% for modules with monocrystalline cells (module types S19, S25, S59, S75, S79, X59, X79, X55, X75) and at least 97% for modules with polycrystalline cells (module type S18) with respect to the applicable product data sheet.
- the annual performance degradation in the subsequent 3<sup>rd</sup> to 25th year from the date of the invoice will be less than 0,73% of the power output of the applicable data sheet.

The power output of the modules shall be measured under standard test conditions (STC) and under consideration of standard measurement tolerance.

The product and power guarantee period shall begin on the same day on which aleo or the installer sells the module to the end customer, with the invoice as proof.

## B. Guarantee Conditions

The owner of the module at the time at which a guarantee claim originates shall be entitled to make a guarantee claim. These guarantees apply only for the first installation of the modules. The defective module must still be part of the solar energy system in which it was initially integrated. Guarantee claims must be filed within the applicable guarantee period.

These guarantees shall apply to modules sold and delivered in Canada, the United States of America, Mexico, the Caribbean and Central America by the aleo solar group.

These guarantees only apply with normal and proper warehousing, transportation, implementation, installation, use and maintenance of the modules and only under usual operating conditions.

In particular, the installation instructions for aleo-modules in the version which is up to date at the time of installation must be observed. Repairs, modifications or any other changes to the module itself may only be made by qualified professionals.

These guarantees are only effective for modules used under normal climate conditions. They do not apply in the event of impairments or damage to the modules due to current surges, lightning, flooding, vermin, fire, breakage, undue shock or similar external influences.

They also do not apply to damage caused by third parties and other events or accidents outside the normal use of the modules and over which we have no influence. Furthermore, the guarantees do not apply if modules are used in offshore systems. A defect does not exist in the case of mere optical inhomogeneities of the modules that do not fundamentally influence the technical function of the modules. These guarantees are no longer valid if the module label or serial number of the module have been changed, erased, or made illegible, or otherwise become

illegible.

### C. Indemnification and Liability Limitation

In the event a binding guarantee claim has been established, we shall provide, at our sole discretion, compensation in the form of any of the following alternative options:

- a) Replacement of products (new or refurbished)
- b) Repair
- c) for **aleo-Product Guarantee** cases only
  - provision of financial compensation for the appropriate residual value of the products
- d) for **aleo-Power Guarantee** cases only
  - 1. provision of additional modules (new or refurbished) which makes it possible to re-establish the guaranteed power output, or
  - 2. execution of technical measures to re-establish the guaranteed power output, or
  - 3. financial compensation for the lower power output

The indemnification under the aleo Guarantee also covers:

- (i) reasonable and customary transportation costs for delivery of the substitute modules;
- (ii) reshipment of any repaired or replaced modules; and
- (iii) costs associated with installation, removal or reinstallation of the modules

If the module type is no longer in production at the time of the guarantee claim, we reserve the right to supply another type of solar module which in any case is of the same or higher power as the claimed module. The Customer can choose the replacement module from the current product portfolio. The electrical compatibility has to be ensured. Further guarantee claims do not apply.

Warranty claims under the provision of any sales contract will not be restricted through this guarantee certificate. The liability of the producer shall also remain unaffected. Indemnification neither extends the existing guarantee period nor constitutes the commencement of a new

period. All replaced modules shall become the property of aleo solar.

THE GUARANTEE IS MADE IN LIEU OF ALL OTHER WARRANTIES (WHETHER EXPRESS OR IMPLIED), RIGHTS OR CONDITIONS, AND CUSTOMER ACKNOWLEDGES THAT EXCEPT FOR SUCH LIMITED WARRANTY, THE PRODUCTS ARE PROVIDED "AS IS." COMPANY SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE.

#### Limitation of Liability:

IN NO EVENT SHALL ALEO SOLAR GMBH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL OR USE, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALEO SOLAR GMBH'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS. IT IS AGREED AND ACKNOWLEDGED THAT THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN ALEO SOLAR GMBH AND CUSTOMER, THAT ALEO SOLAR GMBH'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, ALEO SOLAR GMBH WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

IN JURISDICTIONS THAT LIMIT THE SCOPE OF OR PRECLUDE LIMITATIONS OR EXCLUSION OF REMEDIES OR DAMAGES, OR OF LIABILITY, SUCH AS LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED, THE LIMITATION OR EXCLUSION OF WARRANTIES, REMEDIES, DAMAGES OR LIABILITY SET FORTH ABOVE ARE INTENDED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT VARY BY STATE, COUNTRY OR OTHER JURISDICTION.

#### D. Assertion of Guarantee Claims

When submitting guarantee claims, the original invoice stating the purchase date and the product codes must be provided. A dated test report must be submitted as proof that the minimum rated output has not been reached.

A guarantee claim must be filed within 3 months after the point in time when knowledge of the claim existed.

All disputes arising from these warranties shall be governed by the laws of the State of New York and conflict of law rules shall not apply.

These guarantees are independent, voluntary and gratuitous services provided by aleo solar which do not affect any representations and warranties existing between the vendor and the purchaser in any way.

Company does not authorize any person or party to assume or create for it any other obligation or liability in connection with the modules except as set forth herein.

If aleo solar has received a claimed module from Customer, and no defect of the module could be discovered by aleo, then aleo shall engage – upon mutual agreement with customer - an independent expert to determine if the module had a defect. In the event the module had a defect, aleo shall bear the costs of such an

expert. If no defect of the module could be discovered, Customer shall bear the costs of the expert, investigation and return of the modules.

All questions and claims regarding guarantee claims should be directed to the vendor of the modules. Guarantee claims can also be submitted directly to: aleo solar GmbH, Marius-Eriksen-Strasse 1, 17291 Prenzlau, Germany (claim@aleo-solar.com).

#### E. Scope of the aleo-Guarantees

This guarantee certificate only applies to modules of the following module type and quality class 0:

item in order confirmation	module type
SxxJppp.0	SxxJppp
SxxJpppT0	SxxJpppT
SxxLppp.0	SxxLppp
SxxLpppT0	SxxLpppT
SxxTppp.0	SxxTppp
SxxEppp.0	SxxEppp
XxxEppp.0	XxxEppp
XxxLppp.0	XxxLppp
XxxJppp.0	XxxJppp

“xx” replaces the model and “ppp” replaces the rated power output of the modules at STC.

This certificate is only valid for modules purchased, from aleo solar GmbH, between May 1st, 2018 and the date on which a new guarantee certificate enters into effect.

Prenzlau, May 1st, 2018



Alexander Kasic  
Head of Quality  
Management