

# supplementary guarantees for aleo-modules

applicable to aleo photovoltaic modules supplied by  
aleo solar GmbH after 1<sup>st</sup> January 2019.

## Important Note: Australian Consumer Law:

The aleo supplementary guarantee conditions are set out below. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

These aleo supplementary guarantees apply in addition to any statutory rights or remedies that you may have, including under the Australian Consumer Law. These aleo supplementary guarantees do not exclude, restrict, limit or modify those rights or remedies, except to the extent that their application may be lawfully excluded restricted limited or modified.

Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

aleo solar GmbH, located at Marius-Eriksen-Str. 1, 17291 Prenzlau, Germany ("aleo") provides a supplementary product guarantee (A.1.) and a supplementary power guarantee (A.2.) in respect of aleo photovoltaic modules (referred to in this document as "Module" or "Modules") supplied in Australia by aleo for the following module type and quality class:

item in order confirmation	module type
P18Jppp.0	P18Jppp
P19Jppp.0	P19Jppp

"ppp" replaces the rated power output of the modules at STC.

The aleo supplementary guarantees are applicable to purchases of Modules supplied in Australia from 1st January 2019.

The supplementary product guarantee covers defects with the Module (A.1.) while the subject of the supplementary power guarantee is only the Module's loss (A.2.). Sections B - E describe the conditions that

will apply to both of these aleo-guarantees.

## A. aleo Supplementary Guarantees

### 1. Supplementary 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 supplementary power guarantee.

### 2. Supplementary Power Guarantee

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

- during the first two years from the date of the invoice, the power output will be at least 96% - of the power output of 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 0,69% of the power output of the applicable data sheet.

The power output of the modules will be measured under the STC and under consideration of standard measurement tolerance (see page three for further information on STC).

The supplementary 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. Supplementary Guarantee Conditions

The owner ("Owner") of the Module at the time at which a supplementary guarantee claim originates shall be entitled to make a claim under the aleo supplementary guarantees. These guarantees apply only for the first installation of the modules.

Claims under the aleo supplementary guarantees may not be transferred to a third party. The benefits under the aleo supplementary guarantees are in addition to other rights and remedies under law in relation to the Modules, in particular those other rights or remedies held by a consumer under the Australian Consumer Law. To the extent that any other condition or warranty

implied by law is excludable, such condition or warranty is excluded.

The aleo supplementary guarantees are voluntary guarantees provided by aleo to the Owner of the Modules and are in addition to any other agreement or right the Owner might have against a vendor.

The aleo supplementary guarantees will not apply if:

- the Module is not part of the solar energy system in which it was initially integrated;
- the Module is used in offshore systems;
- the Module label or serial number of the module has been changed, erased, or made illegible, or otherwise become illegible;
- the Module is not used in normal operating and climatic conditions;
- the Module has not been properly stored, implemented, transportation, installed, used or maintained. In particular, the most current version of the Installation instructions for aleo Modules on the date of installation must be observed; or
- repairs, modifications or any other changes to the Module have not been made by properly qualified professionals

The aleo supplementary guarantees will not apply in the event of impairments or damage caused by:

- electrical surges, lightning, flooding, vermin, fire, impact, undue shock and vibrations or similar external influences;
- other events or accidents outside the normal use of the Modules and over which we have no influence
- unauthorized repairs or alteration;
- continued use after a fault becomes known or apparent and for which no claim has been made; or
- Defects of the system into which the module is integrated.

A defect in a Module does not exist in the case of mere irregularity in the appearance of a Module, provided that this does not fundamentally change the technical function of the Module.

aleo will bear any reasonable expense incurred by the Owner in making a guarantee claim under the aleo supplementary guarantees, provided that such expense was reasonably foreseeable as a result of such a failure and has been, in the reasonable discretion of aleo,

sufficiently substantiated.

Except where otherwise agreed by aleo in its reasonable discretion, aleo will not bear the expenses incurred by the Owner in relation to a guarantee claim under the aleo supplementary guarantees which has not been substantiated according to section D. below.

### C. Indemnification

Upon accepting a valid claim under these supplementary guarantees, aleo will, at its option:

- Replace the Module; or
- Repair the Module; or
- for **aleo Product guarantee** cases only
  - provision of financial compensation for the appropriate residual value of the products
- for **aleo Power guarantee** cases only
  - Provide additional Modules at its own cost; or carry out technical measures to re-establish the guaranteed power output; or
  - Financial compensation for the lower power output.

The indemnification under the aleo supplementary guarantee also covers:

- Reasonable and customary transportation costs for delivery of the substitute modules
- Reshipment of any repaired or replaced modules, and
- Costs associated with installation, removal or reinstallation of the modules

If the module type no longer in production at the time of the guarantee claims, 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 aleo product portfolio. The electrical compatibility has to be ensured.

The acceptance of a claim does not extend the existing supplementary guarantee period nor constitute the commencement of a new period. Replacement modules do not come with a supplementary guarantee, and will be covered by the Australian Consumer Law. All Modules replaced by aleo become the property of aleo.

#### D. Assertion of Guarantee Claims

When submitting a claim under the aleo supplementary guarantees, the original invoice stating the purchase date and the product codes must be provided together with a full description of the problem which is the subject of the claim. Upon request, the Owner will provide such further information as may reasonably be requested by aleo in order for it to verify that the claim meets the conditions of the aleo supplementary guarantees. A dated test report must be submitted as proof that the minimum rated output has not been reached.

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 expert verifies that the Module has 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.

If aleo reasonably determines that an expert is required to independently verify the claim, and the customer does not agree to engage the independent expert, aleo reserves the right to reject the claim in its entirety.

A claim under these aleo supplementary guarantees must be made within 3 months of becoming aware of the defect. Claims made outside of this timeframe may be rejected by aleo in its sole discretion.

All claims under these supplementary guarantees must be submitted in writing to:

aleo solar GmbH  
Marius-Eriksen-Straße 1  
17291 Prenzlau  
Germany

or

claim@aleo-solar.com

aleo can also be contacted at +49 (0) 39848328 0 to discuss your claim.

In the case of the supplementary power guarantee, the standard test conditions applied by aleo to test Module performance are 25°C cell temperature, irradiation 1,000 W/m<sup>2</sup> and spectrum air mass AM 1.5., with the output of the Module under such standard test conditions measured by aleo at the ends of the pre-assembled connector on the rear of the Module. aleo reserves the right, in its reasonable discretion, to verify the alleged shortfall in performance from the minimum guaranteed power output (as determined in accordance with Section A.2.) by testing the Module under these standard test conditions. This testing may be conducted by aleo directly or through its suitably qualified nominee. If aleo or the nominated tester reasonably conclude that there is no breach of the supplementary power guarantee, aleo shall in its reasonable discretion be entitled to claim a refund of the performance test costs from the Customer.

All disputes arising from these supplementary guarantees will be governed by the laws of the State of Victoria. The UN Sales Convention (CISG) and conflict of law rules do not apply.

Prenzlau, 1st January 2019



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