

Guarantee declaration for photovoltaic modules

Dear Luxor Solar customer,

Luxor Solar GmbH photovoltaic modules are carefully produced and their operational capability is subjected to a thorough final inspection in order to meet the highest expectations. Should a photovoltaic module, nevertheless exhibit a material and/or manufacturing defect or a loss of power you have recourse, in addition to any statutory guarantee claims to which you are entitled against the seller, to Luxor Solar GmbH under this product and performance guarantee under the following conditions. The guarantee applies to all modules which were sold on from us to a direct buyer (first buyer) from May 2007 onwards.

1. Product guarantee

Luxor Solar GmbH guarantees that the photovoltaic modules manufactured in its name (from here on referred to as „product/s“), are, under normal and correct conditions of use, installation, operation and maintenance, free from material and manufacturing defects for a period of ten (10) years from the delivery of the product by Luxor Solar GmbH to the first buyer. The product guarantee relates to the components: frame, glass, cells, cable, connectors, junction box and film, however only in terms of function. For example, discolorations do not represent faults or defects in the terms of this product guarantee.

Should a product, due to defects affecting one or more components, not meet this impeccable quality, which guarantees the flawless, technical functionality of the product, Luxor Solar GmbH will, for a period of time of ten (10) years from delivery of the product by Luxor Solar GmbH to the first buyer, meet its guarantee obligation in a manner of its own choosing by repairing the product free of charge on site within Europe, exchanging the deficient product (place of fulfilment is the place where Luxor Solar GmbH has its head office) for a similar fault-free product or by refunding the purchasing price. This maximum amount which shall be refunded is the sum which Luxor Solar GmbH itself has collected from its first buyer taking an annual write-off of 1/10 (one tenth) of the original purchase price into account.

2. Guarantee against degradation of the output power

If (a) within a period of twelve (12) years from the delivery of the product to the first buyer the power is less than 90% of the specified minimum power at the time of delivery (nominal value in accordance with our product label) or (b) within a period of twenty-five (25) years from the purchase date by the first buyer the power is less than 80% of the specified minimum power at the time of delivery (nominal value in accordance with our product label) of the module, Luxor Solar GmbH shall, provided that Luxor Solar GmbH recognises such a loss of power as being due to a degradation / power loss of the cells, replace the lost performance at its own discretion through:

- additional modules or a replacement (place of fulfilment is the place where Luxor Solar GmbH has its head office), or
- repairing on-site within Europe, or
- refunding the corresponding fraction of the original purchase price which Luxor Solar GmbH itself has collected from its first buyer taking into account an annual write-off of 1/12 (one twelfth) of the original purchase price in the case of a degradation of over 90% within 12 years and 1/25 (one twenty-fifth) in the case of a degradation of over 80% within 25 years.

3. Limits / exclusion of guarantee obligations

The agreed guarantee does not apply to losses of power or defects which have arisen through improper treatment, operating errors or external forces, or through other effects as cited below:

This guarantee does not apply in the following cases, if a defect / loss of power in a module has occurred

- as a result of construction parts, devices and system components such as diodes, connection cables, inverters etc., that were connected to the module by persons other than employees or subcontractors of Luxor Solar GmbH or as a result of other devices or the assembly method of such devices;
- as a result of unprofessional or defective cabling work, or installation work or handling during such work;
- on account of a defective design, configuration and/or installation of the system and/or its individual components;
- as a result of operation under improper environmental conditions or improper methods which diverge from the product specification, operating instructions or rating-plate details;
- as a result of improper maintenance and testing, broken glass due to extraneous causes, flying objects or external stress;
- as a result of influences such as dirt on the front glass, pollution or damage through unusual environmental or weathering effects, such as smoke, salt (incl. salt contained in the air in coastal regions) or other external influences of this kind;
- on account of damaging influences through paints or unsuitable cleaning agents applied to the module;
- on account of use on mobile units such as vehicles, boats etc. unless specifically allowed for this use; or
- as a result of the forces of nature, force majeure and other unforeseeable circumstances outside of the influence of Luxor Solar GmbH, for example, earthquakes, storms, volcanic, eruptions, flooding, lightning, snow damage, nuclear events etc.

Luxor Solar GmbH or its authorized representatives reserve the right to verify the relevant circumstances. Any arising expenses or costs for dismantling, reinstallation, inspection on the part of the customer as well as other indirect costs will not be born by Luxor Solar GmbH.

Through this guarantee commitment there shall be no further claims or other claims against Luxor Solar GmbH, especially compensation claims related to any loss of profit, loss of use, indirect damages as well as claims to compensation for damages which have arisen outside of the product.

4. Claims on the guarantee commitment

The performance of guarantee benefits does not extend the period of the guarantee which begins with the delivery of the goods to the first buyer.

The guarantee benefits are only honoured if notice of the defect / degradation is given in writing immediately after detection by the buyer to the respective seller / trader or to Luxor Solar GmbH, with the production of the original bill and/or the cash receipt, the delivery date, module type, and serial number shown, and is then proven via appropriate channels (by an acknowledged test institute / test procedure / expert report). The guarantee will not be valid if the model or serial number of the module is altered, removed or made illegible. Luxor Solar GmbH accepts no return of modules unless this is requested by Luxor Solar GmbH themselves.

For the fulfilment of the guarantee commitments and for the purpose of product exchange, Luxor Solar GmbH may deliver another model of its own choice (different size, design, colour and/or performance parameters); furthermore no claim shall exist to the use of new or as good as new products when supplied as replacement products. The exchanged modules shall become the property of Luxor Solar GmbH. If Luxor Solar GmbH offers guarantee benefits for defective or degraded modules in the form of a replacement or complementary goods, then this shall not encompass the costs for dismantling/exchanging the products which form the basis of the complaint, nor transport from our warehouse to the end customer.

Date 15 July 2010