

Power Output Guarantee by manufacturing companies of the arinna AG

Power Output Guarantee

The respective manufacturing company of the **arinna AG** gives the following power output guarantee for those of its standard photovoltaic modules that are not explicitly prototypes. If (a) a module performs at less than 90% of its minimum capacity as shown in the specification sheet within a period of ten (10) years as from the date of sale by **arinna AG** or (b) if a module performs at less than 80% of its minimum capacity as shown in the specification sheet within a period of twenty-five (25) years as from the date of sale by **arinna AG** and provided **arinna AG** attributes a loss of output of this nature to the ageing of glass, the cell or EVA foil (delamination) following its own investigation with its own **arinna AG** measuring instruments under standard industry test conditions, **arinna AG** will at its own option, replace the defective output either by supplying additional modules or make good the defective output with a replacement module.

The power output guarantee can only be given in respect of the ageing process of glass, the cell or the EVA foil selected for processing by **arinna AG** itself, not for those processed at the request of the customer.

The exchange or the additional delivery of modules neither renews nor extends the guarantee period or the period of the power output guarantee. **arinna AG** is entitled to deliver another type of module (varying sizes, shapes, colors and/or output parameters) if at the time of the claim the modules which are the subject of the complaint are no longer manufactured. The modules which have been removed for exchanging will become the property of **arinna AG**. The additional or substitute delivery shall be the sole and exclusive of the services as provided for in this power output guarantee and shall be limited to the abovementioned periods.

The costs of the removal of a defective product, transporting it to **arinna AG's** premises or to the premises of an authorised vendor and its reinstallation are not part of this power output guarantee. This power output guarantee only gives **arinna AG's** direct contractual partner a claim against **arinna AG** and applies only to modules which are assembled according to the assembly instructions of **arinna AG**.

1. Exclusion of Recourse

This power output guarantee shall not apply in cases of the reduced output of a module if it is attributable to a cause other than the ageing of the materials listed above (delamination).

Recourse shall not be possible if major effects on the material of the module cause increased ageing symptoms due to the special circumstances of use. This applies in particular to the following circumstances in which the module is used:

- operation under unsuitable environmental conditions or using unsuitable methods which deviate from the product specifications, operating instructions or rating plate data;
- extreme external influences such as direct contact with sea water, smoke, salt, chemical substances or other pollutants;
- use on (not stationary) transport units such as motor vehicles, ships etc.;
- other improper use, e.g., for another purpose or use than that provided for and in a manner which does not correspond to the applicable technical or safety regulations of the country in which the module is being operated;
- the influence of the forces of nature, Acts of God, and other unforeseeable circumstances outside **arinna AG's** sphere of influence such as earthquakes, typhoons, whirlwinds, volcanic eruptions, floods, lightning, regionally unexpected quantities of snow, etc. Neither does the power output guarantee apply if the type or serial number of the module has been altered, deleted, removed or made illegible.



2. Limitation of the Power Output Guarantee

This power output guarantee shall not form the basis for further claims against **arinna AG**, in particular for compensation claims due to lost profits, compensation for loss of use, indirect damage and claims for replacement due to damage occurring exterior to the product.

3. Recourse of the Power Output Guarantee

If you believe you have a justified claim from this power output guarantee, inform your respective vendor immediately upon discovering the decrease in output. The original invoice or sales slip (showing the date of delivery, module type, serial number) is to be presented at the same time.

arinna AG will not accept the return of any modules without a written request to do so from **arinna AG** itself beforehand.

This guarantee and power output guarantee shall apply to modules delivered as from 1st April 2009.

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